

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

**Form S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

Bank of America Corporation	Delaware	56-0906609
BAC Capital Trust I	Delaware	56-6589379
BAC Capital Trust II	Delaware	56-6589381
BAC Capital Trust III	Delaware	56-6589382
BAC Capital Trust IV	Delaware	56-6589383
BAC Capital Trust V	Delaware	03-6104159
BAC Capital Trust VI	Delaware	03-6104157
BAC Capital Trust VII	Delaware	73-6345874
BAC Capital Trust VIII	Delaware	20-6633721
BAC Capital Trust X	Delaware	20-6867123
BAC Capital Trust XI	Delaware	20-7336759
BAC Capital Trust XII	Delaware	20-7020697
BAC Capital Trust XIII	Delaware	20-7020707
BAC Capital Trust XIV	Delaware	20-7020714
BAC Capital Trust XV	Delaware	26-6201018
BAC Capital Trust XVI	Delaware	26-6844426
BAC Capital Trust XVII	Delaware	26-6844429
BAC Capital Trust XVIII	Delaware	26-6844432
BAC Capital Trust XIX	Delaware	26-6844434
BAC Capital Trust XX	Delaware	26-6844436
NB Capital Trust II	Delaware	56-6490301
NB Capital Trust III	Delaware	56-6490302
NB Capital Trust IV	Delaware	56-6492031

(Exact Name of Registrant as Specified in its Charter)

*(State or Other Jurisdiction of
Incorporation or Organization)*

*(I.R.S. Employer
Identification Number)*

**Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina 28255
(704) 386-5681**

(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

**EDWARD P. O'KEEFE
General Counsel
Bank of America Corporation
Bank of America Corporate Center
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(704) 386-5681**

(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent for Service)

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Approximate date of commencement of the proposed sale to the public: From time to time after the effective date of this Registration Statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

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CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered/ Proposed maximum offering price per unit/ Proposed maximum aggregate offering price/ Amount of registration fee
Debt Securities	(1)(2)(7)
Warrants	
Purchase Contracts	
Units(3)	
Preferred Stock	
Depository Shares(4)	
Common Stock, par value \$0.01 per share	
Junior Subordinated Notes	
Trust Securities of BAC Capital Trusts I, II, III, IV, V, VI, VII, VIII, X, XI, XII, XIII, XIV, XV,	
XVI, XVII, XVIII, XIX and XX and NB Capital Trusts II, III and IV(5)	
Bank of America Corporation Guarantees with respect to Trust Securities(6)	

- (1) An unspecified aggregate initial offering price or number of the securities of each identified class is being registered as may from time to time be offered at unspecified prices. Separate consideration may or may not be received for securities that are issuable on exercise, conversion, or exchange of other securities or that are issued in units or represented by depository shares. In accordance with Rules 456(b) and 457(r) under the Securities Act of 1933, Bank of America Corporation is deferring payment of the entire registration fee.
- (2) This Registration Statement also covers an indeterminate amount of the registered securities that may be reoffered and resold on an ongoing basis after their initial sale in market-making transactions by affiliates of the Registrants. These securities consist of an indeterminate amount of such securities that are initially being registered, and will initially be offered and sold, under this Registration Statement and an indeterminate amount of such securities that were initially registered, and were initially offered and sold under, registration statements previously filed by the Registrants. All such market-making transactions with respect to these securities that are made pursuant to a registration statement after the effectiveness of this Registration Statement are being made solely pursuant to this Registration Statement.
- (3) Each unit will be issued under a unit agreement, indenture, or other agreement and will represent an interest in one or more debt securities, warrants, purchase contracts, shares of preferred stock, depository shares, common stock, and trust securities, as well as debt or equity securities of third parties, in any combination, which may or may not be separable from one another.
- (4) Each depository share will be issued under a deposit agreement, will represent a fractional interest in a share or multiple shares of preferred stock and will be evidenced by a depository receipt.
- (5) This Registration Statement covers the securities that may be issued by any of the capital trust Registrants (collectively, the "BAC Trusts") from time to time, including but not limited to capital securities, preferred income trust securities, treasury income trust securities, and corporate income trust securities.
- (6) Bank of America Corporation also is registering the guarantees and other obligations that it may have with respect to trust securities to be issued by any of the BAC Trusts, or with respect to similar securities that may be issued by similar entities formed in the future. No separate consideration will be received for any of the guarantees or other obligations. Pursuant to Rule 457(n) under the Securities Act of 1933, no separate registration fee will be paid in respect of any such guarantees or any other obligations.
- (7) Pursuant to Rule 457(q) under the Securities Act of 1933, no filing fee is required for the registration of an indeterminate amount of securities to be offered in market-making transactions by affiliates of the Registrants as described in Note (2) above.

EXPLANATORY NOTE

This Registration Statement contains:

- a base prospectus to be used by Bank of America Corporation in connection with offerings of its debt securities, warrants, units, purchase contracts, preferred stock, depositary shares, and common stock;
- a base prospectus that may be used by Bank of America Corporation and/or any of the BAC Trusts or similar entities formed in the future, in connection with offerings of any of the securities registered pursuant to this Registration Statement; and
- a market-maker prospectus intended for use by Bank of America Corporation's direct or indirect wholly-owned subsidiaries, including Merrill Lynch, Pierce, Fenner & Smith Incorporated, or other affiliates in connection with offers and sales related to secondary market transactions in debt securities, preferred stock, depositary shares, junior subordinated notes, purchase contracts, trust securities or guarantees previously registered under the Securities Act of 1933, as amended. The market-maker prospectus does not substitute or replace the original prospectuses relating to securities offered hereby, which are on file with the Securities and Exchange Commission.

Each of the first two prospectuses also may be used by affiliates of Bank of America Corporation, including Merrill Lynch, Pierce, Fenner & Smith Incorporated, in market-making transactions in the securities described above after they are initially offered and sold.

PROSPECTUS



**Debt Securities, Warrants, Units, Purchase Contracts,
Preferred Stock, Depositary Shares, and Common Stock**

We from time to time may offer to sell debt securities, warrants, purchase contracts, preferred stock, depositary shares representing fractional interests in preferred stock, and common stock, as well as units comprised of two or more of these securities or securities of third parties. The debt securities, warrants, purchase contracts, and preferred stock may be convertible into or exercisable or exchangeable for our common or preferred stock or for debt or equity securities of one or more other entities. Our common stock is listed on the New York Stock Exchange under the symbol "BAC." In addition, our common stock is listed on the London Stock Exchange, and certain shares are listed on the Tokyo Stock Exchange.

This prospectus describes the general terms of these securities and the general manner in which we will offer the securities. When we sell a particular series of securities, we will prepare one or more supplements to this prospectus describing the offering and the specific terms of that series of securities. You should read this prospectus and any applicable supplement carefully before you invest.

We may use this prospectus in the initial sale of these securities. In addition, Merrill Lynch, Pierce, Fenner & Smith Incorporated, or any of our other affiliates, may use this prospectus in a market-making transaction in any of these securities after their initial sale. Unless you are informed otherwise in the confirmation of sale, this prospectus is being used in a market-making transaction.

Potential purchasers of our securities should consider the information set forth in the ["Risk Factors"](#) section beginning on page 8.

Our securities are unsecured and are not savings accounts, deposits, or other obligations of a bank, are not guaranteed by Bank of America, N.A. or any other bank, are not insured by the Federal Deposit Insurance Corporation or any other governmental agency, and may involve investment risks, including possible loss of principal.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

Prospectus dated March 30, 2012

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ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we filed with the Securities and Exchange Commission, or the “SEC,” utilizing a “shelf” registration process. Under this shelf process, we may, from time to time, sell any combination of the securities described in this prospectus or the registration statement in one or more offerings.

This prospectus provides you with a general description of securities we may offer. Each time we sell securities, we will provide one or more prospectus supplements, product supplements, pricing supplements (each of which we may refer to as a “term sheet”), and/or index supplements that describe the particular securities offering and the specific terms of the securities being offered. These documents also may add, update, or change information contained in this prospectus. In this prospectus, when we refer to the “applicable supplement” or the “accompanying supplement,” we mean the prospectus supplement or supplements, as well as any applicable pricing, product, or index supplements, that describe the particular securities being offered to you. If there is any inconsistency between the information in this prospectus and the applicable supplement, you should rely on the information in the applicable supplement.

The information in this prospectus is not complete and may be changed. You should rely only on the information provided in or incorporated by reference in this prospectus, the accompanying supplement, or documents to which we otherwise refer you. We are not making an offer of these securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information appearing in this prospectus and the accompanying supplement, as well as information we have filed or will file with the SEC and incorporated by reference in this prospectus, is accurate as of the date of the applicable document or other date referred to in that document. Our business, financial condition, and results of operations may have changed since that date.

Unless we indicate otherwise or unless the context requires otherwise, all references in this prospectus to “Bank of America,” “we,” “us,” “our,” or similar references are to Bank of America Corporation excluding its consolidated subsidiaries.

References in this prospectus to “\$” and “dollars” are to the currency of the United States of America; and references in this prospectus to “€” and “euro” are to the currency introduced at the start of the third stage of the European Economic and Monetary Union pursuant to Article 109g of the Treaty establishing the European Community, as amended by the Treaty on European Union, as amended by the Treaty of Amsterdam.

PROSPECTUS SUMMARY

This summary section highlights selected information from this prospectus. This summary does not contain all the information that you should consider before investing in the securities we may offer using this prospectus. To fully understand the securities we may offer, you should read carefully:

- this prospectus, which explains the general terms of the securities we may offer;
- the applicable supplement, which explains the specific terms of the particular securities we are offering, and which may update or change the information in this prospectus; and
- the documents we refer to in “Where You Can Find More Information” below for information about us, including our financial statements.

Bank of America Corporation

Bank of America Corporation is a Delaware corporation, a bank holding company, and a financial holding company. We provide a diversified range of banking and nonbanking financial services and products both domestically and internationally. Our headquarters is located at Bank of America Corporate Center, 100 North Tryon Street, Charlotte, North Carolina 28255 and our telephone number is (704) 386-5681.

The Securities We May Offer

We may use this prospectus to offer any of the following securities from time to time:

- debt securities;
- warrants;
- purchase contracts;
- preferred stock;
- depositary shares representing fractional interests in preferred stock;
- common stock; and
- units, comprised of two or more of any of the securities referred to above, in any combination.

When we use the term “securities” in this prospectus, we mean any of the securities we may offer with this prospectus, unless we specifically state otherwise. This prospectus, including this summary, describes the general terms of the securities we may offer. Each time we sell securities, we will provide you with the applicable supplement or supplements that will describe the offering and the specific terms of the securities being offered. A supplement may include a discussion of additional U.S. federal income tax consequences and any additional risk factors or other special considerations applicable to those particular securities.

Debt Securities

Our debt securities may be either senior or subordinated obligations in right of payment. Our senior and subordinated debt securities will be issued under separate indentures, or contracts, that

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we have with The Bank of New York Mellon Trust Company, N.A., as successor trustee. The particular terms of each series of debt securities will be described in the applicable supplement.

Warrants

We may offer two types of warrants:

- warrants to purchase our debt securities; and
- warrants to purchase or sell, or whose cash value is determined by reference to the performance, level, or value of, one or more of the following:
 - securities of one or more issuers, including our common or preferred stock, other securities described in this prospectus, or the debt or equity securities of third parties;
 - one or more currencies, currency units, or composite currencies;
 - one or more commodities;
 - any other financial, economic, or other measure or instrument, including the occurrence or non-occurrence of any event or circumstance; and
 - one or more indices or baskets of the items described above.

For any warrants we may offer, we will describe in the applicable supplement the underlying property, the expiration date, the exercise price or the manner of determining the exercise price, the amount and kind, or the manner of determining the amount and kind, of property to be delivered by you or us upon exercise, and any other specific terms of the warrants. We will issue warrants under warrant agreements that we will enter into with one or more warrant agents.

Purchase Contracts

We may offer purchase contracts requiring holders to purchase or sell, or whose cash value is determined by reference to the performance, level, or value of, one or more of the following:

- securities of one or more issuers, including our common or preferred stock, other securities described in this prospectus, or the debt or equity securities of third parties;
- one or more currencies, currency units, or composite currencies;
- one or more commodities;
- any other financial, economic, or other measure or instrument, including the occurrence or non-occurrence of any event or circumstance; and
- one or more indices or baskets of the items described above.

For any purchase contracts we may offer, we will describe in the applicable supplement the underlying property, the settlement date, the purchase price, or manner of determining the purchase price and whether it must be paid when the purchase contract is issued or at a later date, the amount and kind, or manner of determining the amount and kind, of property to be delivered at settlement, whether the holder will pledge property to secure the performance of any obligations the holder may have under the purchase contract, and any other specific terms of the purchase contracts.

Units

We may offer units consisting of any combination of two or more debt securities, warrants, purchase contracts, shares of preferred stock, depositary shares, and common stock described in this prospectus as well as securities of third parties. For any units we may offer, we will describe in the applicable supplement the particular securities that comprise each unit, whether or not the particular securities will be separable and, if they will be separable, the terms on which they will be separable, a description of the provisions for the payment, settlement, transfer, or exchange of the units, and any other specific terms of the units. We will issue units under unit agreements that we will enter into with one or more unit agents.

Preferred Stock and Depositary Shares

We may offer our preferred stock in one or more series. For any particular series we may offer, we will describe in the applicable supplement:

- the specific designation;
- the aggregate number of shares offered;
- the dividend rate and periods, or manner of calculating the dividend rate and periods, if any;
- the stated value and liquidation preference amount, if any;
- the voting rights, if any;
- the terms on which the series of preferred stock is convertible into shares of our common stock, preferred stock of another series, or other securities, if any;
- the redemption terms, if any; and
- any other specific terms of the series.

We also may offer depositary shares, each of which will represent a fractional interest in a share or multiple shares of our preferred stock. We will describe in the applicable supplement any specific terms of the depositary shares. We will issue the depositary shares under deposit agreements that we will enter into with one or more depositories.

Form of Securities

Unless we specify otherwise in the applicable supplement, we will issue the securities, other than shares of our common stock, in book-entry only form through one or more depositories, such as The Depository Trust Company, Euroclear Bank SA/NV, or Clearstream Banking, société anonyme, Luxembourg, as identified in the applicable supplement. We will issue the securities only in registered form, without coupons, although we may issue the securities in bearer form if we so specify in the applicable supplement. The securities issued in book-entry only form will be represented by a global security registered in the name of the specified depository, rather than notes or certificates registered in the name of each individual investor. Unless we specify otherwise in the applicable supplement, each sale of securities in book-entry form will settle in immediately available funds through the specified depository.

A global security may be exchanged for actual notes or certificates registered in the names of the beneficial owners only under the limited circumstances described in this prospectus.

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Payment Currencies

All amounts payable in respect of the securities, including the purchase price, will be payable in U.S. dollars, unless we specify otherwise in the applicable supplement.

Listing

We will state in the applicable supplement whether the particular securities that we are offering will be listed or quoted on a securities exchange or quotation system.

Distribution

We may offer the securities under this prospectus:

- through underwriters;
- through dealers;
- through agents; or
- directly to purchasers.

The applicable supplement will include any required information about the firms we use and the discounts or commissions we may pay them for their services.

Merrill Lynch, Pierce, Fenner & Smith Incorporated, or any of our other affiliates, may be an underwriter, dealer, or agent for us.

Market-Making by Our Affiliates

Following the initial distribution of an offering of securities, Merrill Lynch, Pierce, Fenner & Smith Incorporated, and other affiliates of ours may offer and sell those securities in the course of their businesses as broker-dealers. Merrill Lynch, Pierce, Fenner & Smith Incorporated and any such other affiliates may act as a principal or agent in these transactions. This prospectus and the applicable supplement or supplements also will be used in connection with these market-making transactions. Sales in any of these market-making transactions will be made at varying prices related to prevailing market prices and other circumstances at the time of sale.

If you purchase securities in a market-making transaction, you will receive information about the purchase price and your trade and settlement dates in a separate confirmation of sale.

RISK FACTORS

This section summarizes some specific risks and investment considerations with respect to an investment in our securities. This summary does not describe all of the risks and investment considerations with respect to an investment in our securities, including risks and considerations relating to a prospective investor's particular circumstances. For information regarding risks and uncertainties that may materially affect our business and results, please refer to the information under the captions "Item 1A. Risk Factors" and "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" in our annual report on Form 10-K for the year ended December 31, 2011, which is incorporated by reference in this prospectus. You should also review the risk factors that will be set forth in other documents that we will file after the date of this prospectus, together with the risk factors set forth in any applicable supplement. Prospective investors should consult their own financial, legal, tax, and other professional advisors as to the risks associated with an investment in our securities and the suitability of the investment for the investor.

Currency Risks

We may issue securities denominated in or whose principal and interest is payable in a currency other than U.S. dollars. We refer to these securities as "Non-U.S. Dollar-Denominated Securities." If you intend to invest in any Non-U.S. Dollar-Denominated Securities, you should consult your own financial and legal advisors as to the currency risks related to your investment. The Non-U.S. Dollar-Denominated Securities are not an appropriate investment for you if you are not knowledgeable about the significant terms and conditions of the Non-U.S. Dollar-Denominated Securities or financial matters in general. The information in this prospectus is directed primarily to investors who are U.S. residents. Investors who are not U.S. residents should consult their own financial and legal advisors about currency-related risks arising from their investment.

Non-U.S. Dollar-Denominated Securities have significant risks that are not associated with a similar investment in conventional debt securities that are payable solely in U.S. dollars. These risks include possible significant changes in rates of exchange between the U.S. dollar and the specified currency and the imposition or modification of foreign exchange controls or other conditions by either the United States or non-U.S. governments. These risks generally are influenced by factors over which we have no control, such as economic and political events and the supply of and demand for the relevant currencies in the global markets.

Currency Exchange Rates. Exchange rates between the U.S. dollar and other currencies have been highly volatile. This volatility may continue and could spread to other currencies in the future. Fluctuations in currency exchange rates could affect adversely an investment in the Non-U.S. Dollar-Denominated Securities. Depreciation of the specified currency against the U.S. dollar could result in a decrease in the U.S. dollar-equivalent value of payments on the Non-U.S. Dollar-Denominated Securities. That in turn could cause the market value of the Non-U.S. Dollar-Denominated Securities to fall.

Changes in Foreign Currency Exchange Rates. Except as described below or in a supplement, we will not make any adjustment in or change to the terms of the Non-U.S. Dollar-Denominated Securities for changes in the foreign currency exchange rate for the specified currency, including any devaluation, revaluation, or imposition of exchange or other regulatory controls or taxes, or for other developments affecting the specified currency, the U.S. dollar, or any other currency. Consequently, you will bear the risk that your investment may be affected adversely by these types of events.

Government Policy. Foreign currency exchange rates either can float or be fixed by sovereign governments. Governments or governmental bodies, including the European Central

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Bank, may intervene in their economies to alter the exchange rate or exchange characteristics of their currencies. For example, a central bank may intervene to devalue or revalue a currency or to replace an existing currency. In addition, a government may impose regulatory controls or taxes to affect the exchange rate of its currency. As a result, the yield or payout of a Non-U.S. Dollar-Denominated Security could be affected significantly and unpredictably by governmental actions. Changes in exchange rates could affect the value of the Non-U.S. Dollar-Denominated Securities as participants in the global currency markets move to buy or sell the specified currency or U.S. dollars in reaction to these developments.

If a governmental authority imposes exchange controls or other conditions, such as taxes on the transfer of the specified currency, there may be limited availability of the specified currency for payment on the Non-U.S. Dollar-Denominated Securities at their maturity or on any other payment date. In addition, the ability of a holder to move currency freely out of the country in which payment in the currency is received or to convert the currency at a freely determined market rate could be limited by governmental actions.

Payments in U.S. Dollars. The terms of any Non-U.S. Dollar-Denominated Securities may provide that we may have the right to make a payment in U.S. dollars instead of the specified currency, if at or about the time when the payment on the Non-U.S. Dollar-Denominated Securities comes due, the specified currency is subject to convertibility, transferability, market disruption, or other conditions affecting its availability because of circumstances beyond our control. These circumstances could include the imposition of exchange controls or our inability to obtain the specified currency because of a disruption in the currency markets for the specified currency. The exchange rate used to make payment in U.S. dollars may be based on limited information and would involve significant discretion on the part of our exchange rate agent. As a result, the value of the payment in U.S. dollars may be less than the value of the payment you would have received in the specified currency if the specified currency had been available. The exchange rate agent will generally not have any liability for its determinations.

Court Judgments. Any Non-U.S. Dollar-Denominated Securities typically will be governed by New York law. Under Section 27 of the New York Judiciary Law, a state court in the State of New York rendering a judgment on the Non-U.S. Dollar-Denominated Debt Securities would be required to render the judgment in the specified currency. In turn, the judgment would be converted into U.S. dollars at the exchange rate prevailing on the date of entry of the judgment. Consequently, in a lawsuit for payment on the Non-U.S. Dollar-Denominated Securities, you would bear currency exchange risk until judgment is entered, which could be a long time.

In courts outside of New York, you may not be able to obtain judgment in a specified currency other than U.S. dollars. For example, a judgment for money in an action based on Non-U.S. Dollar-Denominated Securities in many other U.S. federal or state courts ordinarily would be enforced in the United States only in U.S. dollars. The date used to determine the rate of conversion of the specified currency into U.S. dollars will depend on various factors, including which court renders the judgment.

Information About Foreign Currency Exchange Rates. If we issue a Non-U.S. Dollar-Denominated Security, we may include in the applicable supplement information about historical exchange rates for the relevant non-U.S. dollar currency or currencies. Any information about exchange rates that we may provide will be furnished as a matter of information only, and you should not regard the information as indicative of the range of, or trends in, fluctuations in currency exchange rates that may occur in the future.

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Other Risks

Possible Illiquidity of the Secondary Market. We may not list our securities on any securities exchange. We cannot predict how these securities will trade in the secondary market or whether that market will be liquid or illiquid. The number of potential buyers of our securities in any secondary market may be limited. Although any underwriters or agents may purchase and sell our securities in the secondary market from time to time, these underwriters or agents will not be obligated to do so and may discontinue making a market for the securities at any time without giving us notice. We cannot assure you that a secondary market for any of our securities will develop, or that if one develops, it will be maintained.

Redemption. The terms of our securities may permit or require redemption of the securities prior to maturity. That redemption may occur at a time when prevailing interest rates are relatively low. As a result, in the case of debt or similar securities, a holder of the redeemed securities may not be able to invest the redemption proceeds in a new investment that yields a similar return.

Credit Ratings. Our credit ratings are an assessment of our ability to pay our obligations. Consequently, real or anticipated changes in our credit ratings may affect the trading value of our securities. However, because the return on our securities generally depends upon factors in addition to our ability to pay our obligations, an improvement in these credit ratings will not reduce the other investment risks, if any, related to our securities.

BANK OF AMERICA CORPORATION

Bank of America Corporation is a Delaware corporation, a bank holding company, and a financial holding company under the Gramm-Leach-Bliley Act. Our principal executive offices are located in the Bank of America Corporate Center, 100 North Tryon Street, Charlotte, North Carolina 28255 and our telephone number is (704) 386-5681. Through our banking and various nonbanking subsidiaries throughout the United States and in certain international markets, we provide a diversified range of banking and nonbanking financial services and products through six business segments: *Deposits, Card Services, Consumer Real Estate Services, Global Commercial Banking, Global Banking & Markets* and *Global Wealth & Investment Management*.

USE OF PROCEEDS

Unless we describe a different use in the applicable supplement, we will use the net proceeds from the sale of the securities for general corporate purposes. General corporate purposes include, but are not limited to, the following:

- our working capital needs;
- the funding of investments in, or extensions of credit to, our subsidiaries;
- possible reductions, redemptions or repurchases of our outstanding indebtedness;
- possible repayments on outstanding indebtedness;
- the possible acquisitions of, or investments in, other financial institutions or other businesses of a type we are permitted to acquire under applicable law; and
- other uses in the ordinary course of conducting our business.

Until we designate the use of these net proceeds, we will invest them temporarily. From time to time, we may engage in additional financings as we determine appropriate based on our needs and prevailing market conditions. These additional financings may include the sale of other securities.

DESCRIPTION OF DEBT SECURITIES

General

We may issue senior or subordinated debt securities. Neither the senior debt securities nor the subordinated debt securities will be secured by any of our property or assets. As a result, by owning a debt security, you are one of our unsecured creditors.

The senior debt securities will constitute part of our senior debt, will be issued under our senior debt indenture described below, and will rank equally with all of our other unsecured and unsubordinated debt.

The subordinated debt securities will constitute part of our subordinated debt, will be issued under our subordinated debt indenture described below, and will be subordinated in right of payment to all of our "senior indebtedness," as defined in the subordinated debt indenture. Neither the senior debt indenture nor the subordinated debt indenture limits our ability to incur additional "senior indebtedness."

The Indentures

The senior debt securities and the subordinated debt securities each are governed by a document called an indenture, which is a contract between us and the applicable trustee. Senior debt securities will be issued under the Indenture dated as of January 1, 1995 (as supplemented, the "Senior Indenture") between us and The Bank of New York Mellon Trust Company, N.A., as successor trustee, and subordinated debt securities will be issued under the Indenture dated as of January 1, 1995 (as supplemented, the "Subordinated Indenture") between us and The Bank of New York Mellon Trust Company, N.A., as successor trustee. The indentures are substantially identical, except for:

- the covenant described below under "—Sale or Issuance of Capital Stock of Banks," which is included only in the Senior Indenture;
- the provisions relating to subordination described below under "—Subordination," which are included only in the Subordinated Indenture; and
- the events of default described below under "—Events of Default and Rights of Acceleration," many of which are not included in the Subordinated Indenture.

In this prospectus, when we refer to "debt securities," we mean both our senior debt securities and our subordinated debt securities, and when we refer to the "indenture" or the "trustee" with respect to any debt securities, we mean the indenture under which those debt securities are issued and the trustee under that indenture.

The trustee under each indenture has two principal functions:

- First, the trustee can enforce your rights against us if we default. However, there are limitations on the extent to which the trustee may act on your behalf, which we describe below under "—Collection of Indebtedness."
- Second, the trustee performs administrative duties for us, including the delivery of interest payments and notices.

Neither indenture limits the aggregate amount of debt securities that we may issue or the number of series or the aggregate amount of any particular series. The indentures and the debt

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securities also do not limit our ability to incur other indebtedness or to issue other securities. This means that we may issue additional debt securities and other securities at any time without your consent and without notifying you. In addition, neither indenture contains provisions protecting holders against a decline in our credit quality resulting from takeovers, recapitalizations, the incurrence of additional indebtedness, or restructuring. If our credit quality declines as a result of an event of this type, or otherwise, any ratings of our debt securities then outstanding may be withdrawn or downgraded.

This section is a summary of the indentures and is subject to and qualified in its entirety by reference to all the provisions of the indentures. We have filed the indentures with the SEC as exhibits to our registration statement, and they are incorporated in this prospectus by reference. See “Where You Can Find More Information” below for information on how to obtain copies of the indentures. Whenever we refer to the defined terms of the indentures in this prospectus or in a supplement without defining them, the terms have the meanings given to them in the indentures. You must look to the indentures for the most complete description of the information summarized in this prospectus.

Form and Denomination of Debt Securities

Unless we specify otherwise in the applicable supplement, we will issue each debt security in global, or book-entry, form. Debt securities in book-entry form will be represented by a global security registered in the name of a depository. Accordingly, the depository will be the holder of all the debt securities represented by the global security. Those who own beneficial interests in a global security will do so through participants in the depository’s securities clearing system, and the rights of these indirect owners will be governed solely by the applicable procedures of the depository and its participants. We describe the procedures applicable to book-entry securities below under the heading “Registration and Settlement.”

Generally, all securities represented by the same global security will have the same terms. We may, however, issue a global security that represents multiple debt securities that have different terms and are issued at different times. We call this kind of global security a master global security. Your prospectus supplement will not indicate whether your debt securities are represented by a master global security.

Unless we specify otherwise in the applicable supplement, we will issue our debt securities in fully registered form, without coupons. If we issue a debt security in bearer form, we will describe the special considerations applicable to bearer securities in the applicable supplement. Some of the features that we describe in this prospectus may not apply to the bearer securities.

Our debt securities may be denominated, and cash payments with respect to the debt securities may be made, in U.S. dollars or in another currency, or in a composite currency, a basket of currencies, or a currency unit or units. Unless we specify otherwise in the applicable supplement, the debt securities will be denominated, and cash payments with respect to the debt securities will be made, in U.S. dollars, and the debt securities ordinarily will be issued in denominations of \$1,000 and multiples of \$1,000 in excess of \$1,000. We may also issue debt securities that are denominated in units of \$10. If any of the debt securities are denominated, or if principal, any premium, interest, and any other amounts payable on any of the debt securities is payable, in a foreign currency, or in a composite currency, a basket of currencies, or a currency unit or units, the specified currency, as well as any additional investment considerations, risk factors, restrictions, tax consequences, specific terms and other information relating to that issue of debt securities and the specified currency, composite currency, basket of currencies, or currency unit or units, may be described in the applicable supplement. We describe some of those investment considerations relating to securities denominated or payable in a currency other than U.S. dollars above under the heading “Risk Factors.”

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Different Series of Debt Securities

We may issue our debt securities from time to time in one or more series with the same or different maturities. We also may “reopen” a series of our debt securities. This means that we can increase the principal amount of a series of our debt securities by selling additional debt securities with the same terms. We may do so without notice to the existing holders of securities of that series. However, any new securities of this kind may begin to bear interest at a different date.

This section of the prospectus summarizes the material terms of the debt securities that are common to all series. We will describe the financial and other specific terms of the series of debt securities being offered in the applicable supplement. The supplement also may describe any differences from the material terms described in this prospectus. If there are any differences between the applicable supplement and this prospectus, the applicable supplement will control.

The terms of your series of debt securities as described in the applicable supplement may include the following:

- the title and type of the debt securities;
- the principal amount of the debt securities;
- the minimum denominations, if other than \$1,000 and multiples of \$1,000 in excess of \$1,000;
- the percentage of the stated principal amount at which the debt securities will be sold and, if applicable, the method of determining the price;
- the person to whom interest is payable, if other than the owner of the debt securities;
- the maturity date or dates;
- the interest rate or rates, which may be fixed or variable, and the method used to calculate that interest;
- any index or other reference asset or assets that will be used to determine the amounts of any payments on the debt securities and the manner in which those amounts will be determined;
- the interest payment dates, the regular record dates for the interest payment dates, and the date interest will begin to accrue;
- the place or places where payments on the debt securities may be made and the place or places where the debt securities may be presented for registration of transfer or exchange;
- any date or dates after which the debt securities may be redeemed, repurchased, or repaid in whole or in part at our option or the option of the holder, and the periods, prices, terms, and conditions of that redemption, repurchase, or repayment;
- if other than the full principal amount, the portion of the principal amount of the debt securities that will be payable if their maturity is accelerated;
- the currency of principal, any premium, interest and any other amounts payable on the debt securities, if other than U.S. dollars;

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- if the debt securities will be issued in other than book-entry form;
- the identification of or method of selecting any calculation agents, exchange rate agents, or any other agents for the debt securities;
- any provisions for the discharge of our obligations relating to the debt securities by the deposit of funds or U.S. government obligations;
- any provisions relating to the extension or renewal of the maturity date of the debt securities;
- whether the debt securities will be listed on any securities exchange; or
- any other terms of the debt securities that are permitted under the applicable indenture.

Fixed-Rate Notes

General. We may issue debt securities that bear interest at one or more fixed rates of interest, as specified in the applicable supplement. We refer to these as “fixed-rate notes.” Unless we specify otherwise in the applicable supplement, each fixed-rate note will bear interest from its original issue date or from the most recent date to which interest on the note has been paid or made available for payment. Interest will accrue on the principal of a fixed-rate note at the fixed annual rate stated in the applicable supplement, until the principal is paid or made available for payment or the note is converted or exchanged.

Unless we specify otherwise in the applicable supplement, we will pay interest on any fixed-rate note quarterly, semi-annually, or annually, as applicable, in arrears, on the days set forth in the applicable supplement (each such day being an “interest payment date”) and at maturity. Each interest payment due on an interest payment date or the maturity date will include interest accrued from and including the most recent interest payment date to which interest has been paid, or, if no interest has been paid, from the original issue date, to but excluding the next interest payment date or the maturity date, as the case may be. Unless we specify otherwise in the applicable supplement, interest on fixed-rate notes will be computed and paid on the basis of a 360-day year consisting of twelve 30-day months. We will make payments on fixed-rate notes as described below under the heading “—Payment of Principal, Interest, and Other Amounts Due.”

Amortizing Notes. We also may issue amortizing notes, which are fixed-rate notes for which combined principal and interest payments are made in installments over the life of the debt security. Payments on amortizing notes are applied first to interest due and then to the reduction of the unpaid principal amount. The supplement for an amortizing note will include a table setting forth repayment information.

Floating-Rate Notes

General. We may issue debt securities that will bear interest at a floating rate of interest determined by reference to one or more interest rate bases, or by reference to one or more interest rate formulae, referred to as the “base rate.” We refer to these debt securities as “floating-rate notes.” The base rate may be one or more of the following:

- the federal funds rate, in which case the debt security will be a “federal funds rate note”;
- the London interbank offered rate, in which case the debt security will be a “LIBOR note”;

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- the euro interbank offered rate, in which case the debt security will be a “EURIBOR note”;
- the prime rate, in which case the debt security will be a “prime rate note”;
- the treasury rate, in which case the debt security will be a “treasury rate note”; or
- any other interest rate formula as may be specified in the applicable supplement.

The interest rate for a floating-rate note will be determined by reference to:

- the specified base rate based on the index maturity;
- plus or minus the spread, if any; and/or
- multiplied by the spread multiplier, if any.

For any floating-rate note, the “index maturity” is the period to maturity of the instrument for which the interest rate basis is calculated and will be specified in the applicable supplement. The “spread” is the number of basis points we specify on the floating-rate note to be added to or subtracted from the base rate. The “spread multiplier” is the percentage we may specify on the floating-rate note by which the base rate is multiplied in order to calculate the applicable interest rate.

A floating-rate note also may be subject to:

- a maximum interest rate limit, or ceiling, on the interest that may accrue during any interest period;
- a minimum interest rate limit, or floor, on the interest that may accrue during any interest period; or
- both.

Unless we specify otherwise in the applicable supplement, each floating-rate note will bear interest from its original issue date or from the most recent date to which interest on the note has been paid or made available for payment. Interest will accrue on the principal of a floating-rate note at the annual rate determined according to the interest rate formula stated in the applicable supplement, until the principal is paid or made available for payment. Unless we specify otherwise in the applicable supplement, we will pay interest on any floating-rate note monthly, quarterly, semi-annually, or annually, as applicable, in arrears, on the days set forth in the applicable supplement. Unless we specify otherwise in the applicable supplement, each interest payment due on an interest payment date or the maturity date will include interest accrued from and including the most recent interest payment date to which interest has been paid, or, if no interest has been paid, from the original issue date, to but excluding the next interest payment date or the maturity date, as the case may be. We will make payments on floating-rate notes as described below under the heading “—Payment of Principal, Interest, and Other Amounts Due.”

How Interest Is Reset. The interest rate in effect from the date of issue to the first interest reset date for a floating-rate note will be the initial interest rate determined as described in the applicable supplement. The interest rate of each floating-rate note may be reset daily, weekly, monthly, quarterly, semi-annually, or annually, as we specify in the applicable supplement. We refer to the period during which an interest rate is effective as an “interest period,” and the first day of each interest period as the “interest reset date.”

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The “interest determination date” for any interest reset date is the day the calculation agent will refer to when determining the new interest rate at which a floating rate will reset. Unless we specify otherwise in the applicable supplement, the interest determination date for an interest reset date will be:

- for a federal funds rate note or a prime rate note, the business day immediately preceding the interest reset date;
- for a LIBOR note, the second London Banking Day (as defined below) preceding the interest reset date unless the index currency is pounds sterling, in which case the interest determination date will be the interest reset date;
- for a EURIBOR note, the second TARGET Settlement Date (as defined below) preceding the interest reset date;
- for a treasury rate note, the day of the week in which the interest reset date falls on which Treasury bills (as described below) of the applicable index maturity would normally be auctioned; and
- for a floating-rate note with two or more base rates, the interest determination date will be the most recent business day that is at least two business days prior to the applicable interest reset date on which each applicable base rate is determinable.

Treasury bills usually are sold at auction on Monday of each week, unless that day is a legal holiday, in which case the auction usually is held on the following Tuesday, except that the auction may be held on the preceding Friday. If, as a result of a legal holiday, an auction is held on the preceding Friday, that preceding Friday will be the interest determination date pertaining to the interest reset date occurring in the next succeeding week. The treasury rate will be determined as of that date, and the applicable interest rate will take effect on the applicable interest reset date.

We will specify the interest reset dates in the applicable supplement. If any interest reset date for any floating-rate note falls on a day that is not a business day for the floating-rate note, the interest reset date for the floating-rate note will be postponed to the next day that is a business day for the floating-rate note. If Treasury bills are sold at an auction that falls on a day that is an interest reset date, that interest reset date will be the next following business day. However, unless we specify otherwise in the applicable supplement, in the case of a LIBOR note or a EURIBOR note, if the next business day is in the next succeeding calendar month, the interest reset date will be the immediately preceding business day.

Calculation of Interest. Calculations relating to floating-rate notes will be made by the calculation agent, which will be an institution that we appoint as our agent for this purpose. The calculation agent may be one of our affiliates, including Bank of America, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Merrill Lynch Commodities, Inc., or Merrill Lynch Capital Services, Inc. and may also be The Bank of New York Mellon Trust Company, N.A. We will identify in the applicable supplement the calculation agent we have appointed for a particular series of debt securities as of its original issue date. We may appoint different calculation agents from time to time after the original issue date of a floating-rate note without your consent and without notifying you of the change. Absent manifest error, all determinations of the calculation agent will be final and binding on you, the trustee and us.

For each floating-rate note, the calculation agent will determine, on the corresponding calculation or interest determination date, the interest rate for the applicable interest period. In addition, the calculation agent will calculate the amount of interest that has accrued during each interest period. Unless we specify otherwise in the applicable supplement, the calculation date for

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any interest determination date will be the date by which the calculation agent computes the amount of interest owed on a floating-rate note for the related interest period. Unless we specify otherwise in the applicable supplement, the calculation date pertaining to an interest determination date will be the earlier of:

- the tenth calendar day after that interest determination date or, if that day is not a business day, the next succeeding business day; or
- the business day immediately preceding the applicable interest payment date, the maturity date, or the date of redemption or prepayment, as the case may be.

Accrued interest on a floating-rate note is calculated by multiplying the principal amount of a note by an accrued interest factor. This accrued interest factor is the sum of the interest factors calculated for each day in the period for which accrued interest is being calculated. Unless we specify otherwise in the applicable supplement, the accrued interest factor will be computed and interest will be paid (including payments for partial periods) as follows:

- for federal funds rate notes, LIBOR notes, EURIBOR notes, prime rate notes, or any other floating-rate notes other than treasury rate notes, the daily interest factor will be computed by dividing the interest rate in effect on that day by 360; and
- for treasury rate notes, the daily interest factor will be computed by dividing the interest rate in effect on that day by 365 or 366, as applicable.

All amounts used in or resulting from any calculation on floating-rate notes will be rounded to the nearest cent, in the case of U.S. dollars, or to the nearest corresponding hundredth of a unit, in the case of a currency other than U.S. dollars, with one-half cent or one-half of a corresponding hundredth of a unit or more being rounded upward. Unless we specify otherwise in the applicable supplement, all percentages resulting from any calculation with respect to a floating-rate note will be rounded, if necessary, to the nearest one hundred-thousandth of a percent, with five one-millionths of a percentage point rounded upwards, e.g., 9.876545% (or .09876545) being rounded to 9.87655% (or .0987655).

In determining the base rate that applies to a floating-rate note during a particular interest period, the calculation agent may obtain rate quotes from various banks or dealers active in the relevant market, as described in the descriptions of the base rates below and/or in the applicable supplement. Those reference banks and dealers may include the calculation agent itself and its affiliates, as well as any underwriter, dealer, or agent participating in the distribution of the relevant floating-rate notes and its affiliates, and they may include our affiliates.

At the request of the holder of any floating-rate note, the calculation agent will provide the interest rate then in effect for that floating-rate note and, if already determined, the interest rate that is to take effect on the next interest reset date.

LIBOR Notes. Each LIBOR note will bear interest at the LIBOR base rate, adjusted by any spread or spread multiplier, as specified in the applicable supplement. The LIBOR base rate will be the London interbank offered rate for deposits in U.S. dollars or any index currency, as specified in the applicable supplement.

LIBOR for any interest determination date will be the arithmetic mean of the offered rates for deposits in the relevant index currency having the index maturity described in the applicable supplement, commencing on the related interest reset date, as the rates appear on the Reuters LIBOR screen page designated in the applicable supplement as of 11:00 A.M., London time, on that

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interest determination date, if at least two offered rates appear on the designated LIBOR page, except that, if the designated Reuters LIBOR screen page only provides for a single rate, that single rate will be used.

If fewer than two of the rates described above appear on that page or no rate appears on any page on which only one rate normally appears, then the calculation agent will determine LIBOR as follows:

- The calculation agent will select four major banks in the London interbank market, after consultation with us. On the interest determination date, those four banks will be requested to provide their offered quotations for deposits in the relevant index currency having an index maturity specified in the applicable supplement commencing on the interest reset date to prime banks in the London interbank market at approximately 11:00 A.M., London time.
- If at least two quotations are provided, the calculation agent will determine LIBOR as the arithmetic mean of those quotations.
- If fewer than two quotations are provided, the calculation agent will select, after consultation with us, three major banks in New York City. On the interest determination date, those three banks will be requested to provide their offered quotations for loans in the relevant index currency having an index maturity specified in the applicable supplement commencing on the interest reset date to leading European banks at approximately 11:00 A.M., New York time. The calculation agent will determine LIBOR as the average of those quotations.
- If fewer than three New York City banks selected by the calculation agent are quoting rates, LIBOR for that interest period will remain LIBOR then in effect on the interest determination date.

EURIBOR Notes. Each EURIBOR note will bear interest at the EURIBOR base rate, adjusted by any spread or spread multiplier, as specified in the applicable supplement.

EURIBOR, for any interest determination date, will mean the rate for deposits in euro as sponsored, calculated, and published jointly by the European Banking Federation and ACI—The Financial Market Association, or any company established by the joint sponsors for purposes of compiling and publishing those rates, having the index maturity specified in the applicable supplement, as that rate appears on the display on Reuters, or any successor service, on page EURIBOR01 or any other page as may replace such page, referred to as “Reuters Page EURIBOR01,” as of 11:00 A.M., Brussels time.

The following procedures will be followed if EURIBOR cannot be determined as described above:

- If no offered rate appears on Reuters Page EURIBOR01 on an interest determination date at approximately 11:00 A.M., Brussels time, then the calculation agent, after consultation with us, will select four major banks in the Eurozone interbank market to provide a quotation of the rate at which deposits in euro having the index maturity specified in the applicable supplement are offered to prime banks in the Eurozone interbank market, and in a principal amount not less than the equivalent of €1,000,000, that is representative of a single transaction in euro in that market at that time. If at least two quotations are provided, EURIBOR will be the average of those quotations.
- If fewer than two quotations are provided, then the calculation agent, after consultation with us, will select four major banks in the Eurozone interbank market to provide a quotation of the rate offered by them, at approximately 11:00 A.M., Brussels time, on the

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interest determination date, for loans in euro to prime banks in the Eurozone interbank market for a period of time equivalent to the index maturity specified in the applicable supplement commencing on that interest reset date and in a principal amount not less than the equivalent of €1,000,000, that is representative of a single transaction in euro in that market at that time. If at least three quotations are provided, EURIBOR will be the average of those quotations.

- If three quotations are not provided, EURIBOR for that interest determination date will be equal to EURIBOR for the immediately preceding interest period.

“Eurozone” means the region comprised of member states of the European Union that adopted the single currency in accordance with the Treaty establishing the European Community (signed in Rome on March 25, 1957), as amended by the Treaty on European Union (signed in Maastricht on February 7, 1992) and the Treaty of Amsterdam (signed in Amsterdam on October 2, 1997).

Treasury Rate Notes. Each treasury rate note will bear interest at the treasury rate, adjusted by any spread or spread multiplier, as specified in the applicable supplement.

The “treasury rate” for any interest determination date will be the rate set at the auction of direct obligations of the United States, referred to as “Treasury bills,” having the index maturity described in the applicable supplement, as specified under the caption “Investment Rate” on Reuters screen page USAUCTION 10 or page USAUCTION 11, or any successor service or page.

The following procedures will be followed if the treasury rate cannot be determined as described above:

- If the rate is not displayed on the Reuters pages described above by 3:00 P.M., New York City time, on the related calculation date, the treasury rate will be the rate of Treasury bills as published in H.15 Daily Update, or another recognized electronic source used for the purpose of displaying the applicable rate, under the caption “U.S. Government Securities/Treasury Bills/Auction High.”
- If the alternative rate described in the paragraph immediately above is not published by 3:00 P.M., New York City time, on the related calculation date, the treasury rate will be the bond equivalent yield, as defined below, of the auction rate of the applicable Treasury bills as announced by the U.S. Department of the Treasury.
- If the alternative rate described in the paragraph immediately above is not announced by the U.S. Department of the Treasury, or if the auction is not held, the treasury rate will be the bond equivalent yield of the rate on the particular interest determination date of the applicable Treasury bills as published in H.15(519) under the caption “U.S. Government Securities/Treasury Bills/Secondary Market.”
- If the alternative rate described in the paragraph immediately above is not published by 3:00 P.M., New York City time, on the related calculation date, the treasury rate will be the rate on the particular interest determination date of the applicable Treasury bills as published in H.15 Daily Update, or another recognized electronic source used for the purpose of displaying the applicable rate, under the caption “U.S. Government Securities/Treasury Bills/Secondary Market.”
- If the alternative rate described in the paragraph immediately above is not published by 3:00 P.M., New York City time, on the related calculation date, the treasury rate will be the rate on the particular interest determination date calculated by the calculation agent as the

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bond equivalent yield of the arithmetic mean of the secondary market bid rates, as of approximately 3:30 P.M., New York City time, on that interest determination date, of three primary U.S. government securities dealers, selected by the calculation agent, after consultation with us, for the issue of Treasury bills with a remaining maturity closest to the particular index maturity.

- If the dealers selected by the calculation agent are not quoting as described in the paragraph immediately above, the treasury rate will be the treasury rate in effect on the particular interest determination date.

The bond equivalent yield will be calculated using the following formula:

$$\text{Bond equivalent yield} = \frac{D \times N}{360 - (D \times M)} \times 100$$

where “D” refers to the applicable annual rate for Treasury bills quoted on a bank discount basis and expressed as a decimal, “N” refers to 365 or 366, as the case may be, and “M” refers to the actual number of days in the applicable interest period.

“H.15(519)” means the weekly statistical release designated as H.15(519), or any successor publication, published by the Board of Governors of the Federal Reserve System.

“H.15 Daily Update” means the daily update of H.15(519), available through the website of the Board of Governors of the Federal Reserve System at www.federalreserve.gov/releases/h15/update, or any successor site or publication.

Federal Funds Rate Notes. Each federal funds rate note will bear interest at the federal funds rate, adjusted by any spread or spread multiplier, as specified in the applicable supplement.

If “Federal Funds (Effective) Rate” is specified in the applicable supplement, the federal funds rate for any interest determination date will be the rate on that date for U.S. dollar federal funds, as published in H.15(519) under the heading “Federal Funds (Effective)” and displayed on Reuters, or any successor service, on page FEDFUNDS1 or any other page as may replace the specified page on that service, referred to as “Reuters Page FedFunds1.” If this rate is not published in H.15 Daily Update by 3:00 P.M., New York City time, on the related calculation date, or does not appear on Reuters Page FedFunds1, the federal funds rate will be the rate on that interest determination date as published in H.15 Daily Update, or any other recognized electronic source for the purposes of displaying the applicable rate, under the caption “Federal Funds (Effective) Rate.” If this alternate rate is not published in H.15 Daily Update, or other recognized electronic source for the purpose of displaying the applicable rate, by 3:00 P.M., New York City time, on the related calculation date, then the calculation agent will determine the federal funds rate to be the average of the rates for the last transaction in overnight U.S. dollar federal funds quoted prior to 9:00 A.M., New York City time, on the business day following that interest determination date, by each of three leading brokers of U.S. dollar federal funds transactions in New York City, selected by the calculation agent, after consultation with us. If fewer than three brokers selected by the calculation agent are so quoting, the federal funds rate will be the federal funds rate in effect on that interest determination date.

If “Federal Funds Open Rate” is specified in the applicable supplement, the federal funds rate will be the rate on that interest determination date set forth under the heading “Federal Funds” opposite the caption “Open” and displayed on Reuters, or any successor service, on page 5 or any other page as may replace the specified page on that service, referred to as “Reuters Page 5,” or if that rate does not appear on Reuters Page 5 by 3:00 P.M., New York City time, on the related calculation date, the federal funds rate will be the rate on that date displayed on FFPREBON Index

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page on Bloomberg L.P. (“Bloomberg”), which is the Fed Funds Opening Rate as reported by Prebon Yamane (or a successor) on Bloomberg. If the alternate rate described in the preceding sentence is not displayed on FFPREBON Index page on Bloomberg, or any other recognized electronic source for the purpose of displaying the applicable rate, by 3:00 P.M., New York City time, on the related calculation date, then the calculation agent will determine the federal funds rate to be the average of the rates for the last transaction in overnight U.S. dollar federal funds, quoted prior to 9:00 A.M., New York City time, on that interest determination date, by each of three leading brokers of U.S. dollar federal funds transactions in New York City, selected by the calculation agent, after consultation with us. If fewer than three brokers selected by the calculation agent are quoting as described above, the federal funds rate will be the federal funds rate in effect on that interest determination date.

If “Federal Funds Target Rate” is specified in the applicable supplement, the federal funds rate will be the rate on that interest determination date for U.S. dollar federal funds displayed on the FDTR Index page on Bloomberg. If that rate does not appear on the FDTR Index page on Bloomberg by 3:00 P.M., New York City time, on the calculation date, the federal funds rate for the applicable interest determination date will be the rate for that day appearing on Reuters, or any successor service, on page USFFTARGET= or any other page as may replace the specified page on that service, referred to as “Reuters Page USFFTARGET=.” If that rate does not appear on the FDTR Index page on Bloomberg or is not displayed on Reuters Page USFFTARGET= by 3:00 P.M., New York City time, on the applicable date, then the calculation agent will determine the federal funds rate to be the average of the rates for the last transaction in overnight U.S. dollar federal funds, quoted prior to 9:00 A.M., New York City time, on that interest determination date, by each of three leading brokers of U.S. dollar federal funds transactions in New York City, selected by the calculation agent, after consultation with us. If fewer than three brokers selected by the calculation agent are quoting as described above, the federal funds rate will be the federal funds rate in effect on that interest determination date.

Prime Rate Notes. Each prime rate note will bear interest at the prime rate, as adjusted by any spread or spread multiplier, as specified in the applicable supplement.

The “prime rate” for any interest determination date will be the prime rate or base lending rate on that date, as published in H.15(519) prior to 3:00 P.M., New York City time, on the related calculation date, under the heading “Bank Prime Loan.”

The following procedures will be followed if the prime rate cannot be determined as described above:

- If the rate is not published in H.15(519) by 3:00 P.M., New York City time, on the related calculation date, then the prime rate will be the rate as published in H.15 Daily Update, or any other recognized electronic source used for the purpose of displaying the applicable rate, under the caption “Bank Prime Loan.”
- If the alternative rate described above is not published in H.15 Daily Update or another recognized electronic source by 3:00 P.M., New York City time, on the related calculation date, then the calculation agent will determine the prime rate to be the arithmetic mean of the rates of interest publicly announced by each bank that appears on the Reuters screen US PRIME 1, as defined below, as that bank’s prime rate or base lending rate as in effect as of 11:00 A.M., New York City time, on that interest determination date.
- If fewer than four rates appear on the Reuters screen US PRIME 1 for that interest determination date, by 3:00 P.M., New York City time, then the calculation agent will determine the prime rate to be the average of the prime rates or base lending rates furnished in New York City by three substitute banks or trust companies (all organized

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under the laws of the United States or any of its states and having total equity capital of at least \$500,000,000) selected by the calculation agent, after consultation with us.

- If the banks selected by the calculation agent are not quoting as described above, the prime rate will remain the prime rate then in effect on the interest determination date.

“Reuters screen US PRIME 1” means the display designated as page “US PRIME 1” on the Reuters Monitor Money Rates Service (or any other page as may replace the US PRIME 1 page on that service for the purpose of displaying prime rates or base lending rates of major U.S. banks).

Indexed Notes

We may issue debt securities that provide that the rate of return, including the principal, premium (if any), interest, or other amounts payable (if any), is determined by reference, either directly or indirectly, to the price or performance of one or more securities, currencies or composite currencies, commodities, interest rates, stock indices, commodity indices or other indices, formulae, or measure, in each case as specified in the applicable supplement. We refer to these as “indexed notes.”

Holders of indexed notes may receive an amount at maturity that is greater than or less than the face amount of the notes, depending upon the formula used to determine the amount payable and the relative value at maturity of the reference asset or underlying obligation. The value of the applicable index will fluctuate over time.

An indexed note may provide either for cash settlement or for physical settlement by delivery of the indexed note or securities, or other securities of the types listed above. An indexed note also may provide that the form of settlement may be determined at our option or the holder’s option. Some indexed notes may be convertible, exercisable, or exchangeable prior to maturity, at our option or the holder’s option, for the related securities.

We will specify in the applicable supplement the method for determining the principal, premium (if any), interest, or other amounts payable (if any) in respect of particular indexed notes, as well as certain historical information with respect to the specified index or indexed items, specific risk factors relating to that particular type of indexed note, and tax considerations associated with an investment in the indexed notes.

The applicable supplement for any particular indexed notes also will identify the calculation agent that will calculate the amounts payable with respect to the indexed note. The calculation agent may be one of our affiliates, including Bank of America, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Merrill Lynch Commodities, Inc., or Merrill Lynch Capital Services, Inc. We may appoint different calculation agents from time to time after the original issue date of an indexed note without your consent and without notifying you of the change. Absent manifest error, all determinations of the calculation agent will be final and binding on you, the trustee and us. Upon request of the holder of an indexed note, the calculation agent will provide, if applicable, information relating to the current principal, premium (if any), rate of interest, interest payable, or other amounts payable (if any) in connection with the indexed note.

We also may offer “indexed amortizing notes,” the rate of amortization and final maturity of which are subject to periodic adjustment based upon the degree to which an objective base or index rate such as LIBOR, called a “reference rate,” coincides with a specified “target rate.” Indexed amortizing notes may provide for adjustment of the amortization rate either on every interest payment date, or only on interest payment dates that occur after a specified “lockout date.” Each

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indexed amortizing note will include an amortization table, specifying the rate at which the principal of the note is to be amortized following any applicable interest payment date, based upon the difference between the reference rate and the target rate. The specific terms of, and any additional considerations relating to, indexed amortizing notes will be set forth in the applicable supplement.

Floating-Rate/Fixed-Rate/Indexed Notes

We may issue a debt security with elements of each of the fixed-rate, floating-rate and indexed notes described above. For example, a debt security may bear interest at a fixed rate for some periods and at a floating rate in others. Similarly, a debt security may provide for a payment of principal at maturity linked to an index and also may bear interest at a fixed or floating rate. We will describe the determination of interest for any of these debt securities in the applicable supplement.

Original Issue Discount Notes

A fixed-rate note, a floating-rate note, or an indexed note may be an original issue discount note. Original issue discount notes are debt securities that are issued at a price lower than their stated principal amount or lower than their minimum guaranteed repayment amount at maturity. Original issue discount notes may bear no interest (“zero coupon rate notes”) or may bear interest at a rate that is below market rates at the time of issuance. Upon an acceleration of the maturity of an original issue discount note, the amount of interest payable will be determined in accordance with the terms of the note, as described in the applicable supplement. That amount normally is less than the amount payable at the maturity date. A note issued at a discount to its principal may, for U.S. federal income tax purposes, be considered an original issue discount note, regardless of the amount payable upon redemption or acceleration of maturity. See “U.S. Federal Income Tax Considerations—Taxation of Debt Securities” below for a summary of the U.S. federal income tax consequences of owning an original issue discount note.

Payment of Principal, Interest, and Other Amounts Due

Paying Agents. We may appoint one or more financial institutions to act as our paying agents. Unless we specify otherwise in the applicable supplement, the trustee will act as our sole paying agent, security registrar and transfer agent with respect to the debt securities through the trustee’s office. That office is currently located at 101 Barclay Street, New York, New York 10286. In addition, in the case of some of our debt securities, such as debt securities denominated in euro, that office is expected to be 48th Floor, One Canada Square, London, E14 5AL. At any time, we may rescind the designation of a paying agent, appoint a successor paying agent, or approve a change in the office through which any successor paying agent acts in accordance with the applicable indenture. In addition, we may decide to act as our own paying agent with respect to some or all of the debt securities, and the paying agent may resign.

Payments to Holders and Record Dates for Interest. We refer to each date on which interest is payable on a debt security as an “interest payment date.” Unless we specify otherwise in the applicable supplement, the provisions described in this section will apply to payments on the debt securities.

Interest payments on the debt securities will be made on each interest payment date applicable to, and at the maturity date of, the debt securities. Interest payable at any interest payment date other than the maturity date will be paid to the registered holder of the debt security on the regular record date for that interest payment date, as described below. However, unless we specify otherwise in the applicable supplement, the initial interest payment on a debt security issued

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between a regular record date and the interest payment date immediately following the regular record date will be made on the second interest payment date following the original issue date to the holder of record on the regular record date preceding the second interest payment date. The principal and interest payable at maturity will be paid to the holder of the debt security at the time of payment by the paying agent.

Unless we specify otherwise in the applicable supplement, the record date for any interest payment for a debt security in book-entry only form generally will be the business day prior to the payment date. If the debt security is in a form that is other than book-entry only, and unless we specify otherwise in the applicable supplement, the regular record date for an interest payment date will be the last day of the calendar month preceding the interest payment date or the fifteenth day of the calendar month in which the interest payment date occurs, as specified in the supplement, whether or not that date is a business day.

Unless we specify otherwise in the applicable supplement, if any interest payment date or the maturity date of a debt security falls on a day that is not a business day, we will make the required payment on the next business day, and no additional interest will accrue in respect of the payment made on the next business day. However, unless we specify otherwise in the applicable supplement, for LIBOR notes or EURIBOR notes, if an interest payment date falls on a date that is not a business day, and the next business day is in the next calendar month, the interest payment date will be the immediately preceding business day.

Unless we specify otherwise in the applicable supplement, the term “business day” means, for any debt security, a day that meets all the following applicable requirements:

- for all debt securities, is any weekday that is not a legal holiday in New York, New York, Charlotte, North Carolina, or any other place of payment of the debt security, and is not a date on which banking institutions in those cities are authorized or required by law or regulation to be closed;
- for any LIBOR note, also is a day on which commercial banks are open for business (including dealings in the index currency specified in the applicable supplement) in London, England (a “London Banking Day”);
- for any debt security denominated in euro or any EURIBOR note, also is a day on which the TransEuropean Automated Real-Time Gross Settlement Express Transfer, or “TARGET,” System or any successor is operating (a “TARGET Settlement Date”); and
- for any debt security that has a specified currency other than U.S. dollars or euro, also is not a day on which banking institutions generally are authorized or obligated by law, regulation, or executive order to close in the principal financial center of the country of the specified currency.

Unless we specify otherwise in the applicable supplement, for purposes of this determination, the “principal financial center” is:

- the capital city of the country issuing the specified currency, except for U.S. dollars, Australian dollars, Canadian dollars, South African rand and Swiss francs, for which the “principal financial center” is New York, Sydney and Melbourne, Toronto, Johannesburg and Zurich, respectively; or
- the capital city of the country to which the index currency relates, except for U.S. dollars, Australian dollars, Canadian dollars, South African rand and Swiss francs, for which the “principal financial center” is New York, Sydney, Toronto, Johannesburg and Zurich, respectively.

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Payments Due in U.S. Dollars. Unless we specify otherwise in the applicable supplement, we will follow the practices described in this subsection when we pay amounts that are due in U.S. dollars.

We will make payments on debt securities in book-entry form in accordance with arrangements then in place between the paying agent and the depository or its nominee, as holder. An indirect owner's right to receive those payments will be governed by the rules and practices of the depository and its participants, as described below under the heading "Registration and Settlement."

We will pay any interest on debt securities in certificated form on each interest payment date other than the maturity date by, in our discretion, wire transfer of immediately available funds or check mailed to holders of the debt securities on the applicable record date at the address appearing on our records. We will pay any principal, premium (if any), interest, and other amounts payable (if any) at the maturity date of a debt security in certificated form by wire transfer of immediately available funds upon surrender of the debt security at the corporate trust office of the applicable trustee or paying agent.

Book-entry and other indirect owners should contact their banks or brokers for information on how they will receive payments on their debt securities.

Payments Due in Other Currencies. Unless we specify otherwise in the applicable supplement, we will follow the practices described in this subsection when we pay amounts that are due in a currency other than U.S. dollars. Unless we specify otherwise in the applicable supplement, holders are not entitled to receive payments in U.S. dollars of an amount due in another currency, either on a global debt security or a debt security in certificated form.

We will make payments on Non-U.S. Dollar Denominated Debt Securities in book-entry form in the applicable specified currency in accordance with arrangements then in place between the paying agent and the depository or its nominee, as holder. An indirect owner's right to receive those payments will be governed by the rules and practices of the depository and its participants, as described below under the heading "Registration and Settlement."

We will pay any interest on Non-U.S. Dollar-Denominated Debt Securities in certificated form by check mailed to holders of the debt securities on the applicable record date at the address appearing on our records. We will pay any principal, premium (if any), interest and other amounts payable (if any) at the maturity date of a Non-U.S. Dollar-Denominated Debt Security in certificated form by wire transfer of immediately available funds upon surrender of the debt security at the corporate trust office of the applicable trustee or paying agent.

If we issue a debt security in a specified currency other than U.S. dollars, unless we specify otherwise in the applicable supplement, we will appoint a financial institution to act as the exchange rate agent. The exchange rate agent will determine the applicable rate of exchange that would apply to a payment made in U.S. dollars, if the currency in which we otherwise would be required to make the applicable payment is not available. The exchange rate agent may be one of our affiliates. We will identify in the applicable supplement the exchange rate agent that we have appointed for a particular debt security as of its original issue date. We may appoint different exchange rate agents from time to time after the original issue date of the debt security without your consent and without notifying you of the change. All determinations made by the exchange rate agent will be in its sole discretion unless we state in the applicable supplement that any determination requires our approval. Absent manifest error, those determinations will be final and binding on you and us.

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Book-entry and other indirect owners of a debt security with a specified currency other than U.S. dollars should contact their banks or brokers for information about how to receive payments in the specified currency or in U.S. dollars.

No Sinking Fund

Unless we specify otherwise in the applicable supplement, our debt securities will not be entitled to the benefit of any sinking fund. This means that we will not deposit money on a regular basis into any separate custodial account to repay the debt securities.

Redemption

The applicable supplement will indicate whether we may redeem the debt securities prior to their maturity date. If we may redeem the debt securities prior to maturity, the applicable supplement will indicate the redemption price, the method for redemption and the date or dates upon which we may redeem the debt securities. Unless we specify otherwise in the applicable supplement, we may redeem debt securities only on an interest payment date, and the redemption price will be 100% of the principal amount of the debt securities to be redeemed, plus any accrued and unpaid interest.

Unless we specify otherwise in the applicable supplement, we may exercise our right to redeem debt securities by giving notice to the trustee under the applicable indenture at least 10 business days but not more than 60 calendar days before the specified redemption date. The notice will take the form of a certificate signed by us specifying:

- the date fixed for redemption;
- the redemption price;
- the CUSIP number of the debt securities to be redeemed;
- the amount to be redeemed, if less than all of a series of debt securities is to be redeemed;
- the place of payment for the debt securities to be redeemed; and
- that on and after the date fixed for redemption, interest will cease to accrue on the debt securities to be redeemed.

So long as a depository is the record holder of the applicable debt securities to be redeemed, we will deliver any notice of our election to exercise our redemption right only to that depository.

Repayment

The applicable supplement will indicate whether the debt securities can be repaid at the holder's option prior to their maturity date. If the debt securities may be repaid prior to maturity, the applicable supplement will indicate the applicable repayment price or prices, the procedures for repayment and the date or dates on or after which the holder can request repayment.

Repurchase

We may purchase at any time and from time to time, including through a subsidiary or affiliate of ours, outstanding debt securities by tender, in the open market, or by private agreement. We, or our affiliates, have the discretion to hold or resell any repurchased debt securities. We also have the discretion to cancel any repurchased debt securities.

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Conversion

We may issue debt securities that are convertible into, or exercisable or exchangeable for, at either our option or the holder's option, our preferred stock, depository shares, common stock, or other debt securities, or debt or equity securities of one or more third parties. The applicable supplement will describe the terms of any conversion, exercise, or exchange features, including:

- the periods during which conversion, exercise, or exchange, as applicable, may be elected;
- the conversion, exercise, or exchange price payable and the number of shares or amount of our preferred stock, depository shares, common stock, or other debt securities, or debt or equity securities of a third party, that may be issued upon conversion, exercise, or exchange, and any adjustment provisions; and
- the procedures for electing conversion, exercise, or exchange, as applicable.

Exchange, Registration, and Transfer

Subject to the terms of the applicable indenture, debt securities of any series in certificated form may be exchanged at the option of the holder for other debt securities of the same series and of an equal aggregate principal amount and type in any authorized denominations.

Debt securities in certificated form may be presented for registration of transfer at the office of the security registrar or at the office of any transfer agent that we designate and maintain. The security registrar or the transfer agent will make the transfer or registration only if it is satisfied with the documents of title and identity of the person making the request. There will not be a service charge for any exchange or registration of transfer of debt securities, but we may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the exchange. Unless we specify otherwise in the applicable supplement, The Bank of New York Mellon Trust Company, N.A. will be the authenticating agent, registrar, and transfer agent for the debt securities issued under the respective indentures. We may change the security registrar or the transfer agent or approve a change in the location through which any security registrar or transfer agent acts at any time, except that we will be required to maintain a security registrar and transfer agent in each place of payment for each series of debt securities. At any time, we may designate additional transfer agents for any series of debt securities.

We will not be required to (1) issue, exchange, or register the transfer of any debt security of any series to be redeemed for a period of 15 days before those debt securities were selected for redemption, or (2) exchange or register the transfer of any debt security that was selected, called, or is being called for redemption, except the unredeemed portion of any debt security being redeemed in part.

For a discussion of restrictions on the exchange, registration, and transfer of book-entry securities, see "Registration and Settlement" below.

Subordination

Our subordinated debt securities are subordinated in right of payment to all of our "senior indebtedness." The Subordinated Indenture defines "senior indebtedness" as any indebtedness for money borrowed, including all of our indebtedness for borrowed and purchased money, all of our obligations arising from off-balance sheet guarantees and direct credit substitutes, and our obligations associated with derivative products such as interest and foreign exchange rate contracts and commodity contracts, that was outstanding on the date we executed the Subordinated

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Indenture, or was created, incurred, or assumed after that date, for which we are responsible or liable as obligor, guarantor, or otherwise, and all deferrals, renewals, extensions, and refundings of that indebtedness or obligations, other than the debt securities issued under the Subordinated Indenture or any other indebtedness that by its terms is subordinate in right of payment to any of our other indebtedness. Each supplement for a series of subordinated debt securities will indicate the aggregate amount of our senior indebtedness outstanding at that time and any limitation on the issuance of additional senior indebtedness.

If there is a default or event of default under any senior indebtedness that would allow acceleration of maturity of the senior indebtedness and that default or event of default is not remedied, and we and the trustee of the Subordinated Indenture receive notice of this default from the holders of at least 10% in principal amount of any kind or category of any senior indebtedness or if the trustee of the Subordinated Indenture receives notice from us, then we will not be able to make any principal, premium, interest, or other payments on the subordinated debt securities or repurchase our subordinated debt securities.

If any subordinated debt security is declared due and payable before the required date or upon a payment or distribution of our assets to creditors pursuant to a dissolution, winding up, liquidation, or reorganization, we are required to pay all principal, premium, interest, or other payments to holders of senior indebtedness before any holders of subordinated debt are paid. In addition, if any amounts previously were paid to the holders of subordinated debt or the trustee of the Subordinated Indenture, the holders of senior indebtedness will have first rights to the amounts previously paid.

Subject to the payment in full of all our senior indebtedness, the holders of our subordinated debt securities will be subrogated to the rights of the holders of our senior indebtedness to receive payments or distributions of our assets applicable to the senior indebtedness until our subordinated debt securities are paid in full. For purposes of this subrogation, the subordinated debt securities will be subrogated equally and ratably with all our other indebtedness that by its terms ranks equally with our subordinated debt securities and is entitled to like rights of subrogation.

Sale or Issuance of Capital Stock of Banks

The Senior Indenture prohibits the issuance, sale, or other disposition of capital stock, or securities convertible into or options, warrants, or rights to acquire capital stock, of any Principal Subsidiary Bank (as defined below) or of any subsidiary which owns shares of capital stock, or securities convertible into or options, warrants, or rights to acquire capital stock, of any Principal Subsidiary Bank, with the following exceptions:

- sales of directors' qualifying shares;
- sales or other dispositions for fair market value, if, after giving effect to the disposition and to conversion of any shares or securities convertible into capital stock of a Principal Subsidiary Bank, we would own at least 80% of each class of the capital stock of that Principal Subsidiary Bank;
- sales or other dispositions made in compliance with an order of a court or regulatory authority of competent jurisdiction;
- any sale by a Principal Subsidiary Bank of additional shares of its capital stock, securities convertible into shares of its capital stock, or options, warrants, or rights to subscribe for or purchase shares of its capital stock, to its stockholders at any price, so long as before that sale we owned, directly or indirectly, securities of the same class and immediately after the

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sale, we owned, directly or indirectly, at least as great a percentage of each class of securities of the Principal Subsidiary Bank as we owned before the sale of additional securities; and

- any issuance of shares of capital stock, or securities convertible into or options, warrants, or rights to subscribe for or purchase shares of capital stock, of a Principal Subsidiary Bank or any subsidiary which owns shares of capital stock, or securities convertible into or options, warrants, or rights to acquire capital stock, of any Principal Subsidiary Bank, to us or our wholly owned subsidiary.

A “Principal Subsidiary Bank” is defined in the Senior Indenture as any bank with total assets equal to more than 10% of our total consolidated assets. As of the date of this prospectus, Bank of America, N.A. is our only Principal Subsidiary Bank.

Limitation on Mergers and Sales of Assets

Each indenture generally permits a consolidation or merger between us and another entity. It also permits the sale or transfer by us of all or substantially all of our assets. These transactions are permitted if:

- the resulting or acquiring entity, if other than us, is organized and existing under the laws of the United States or any state or the District of Columbia and expressly assumes all of our obligations under that indenture; and
- immediately after the transaction, we (or any successor company) are not in default in the performance of any covenant or condition under that indenture.

Upon any consolidation, merger, sale, or transfer of this kind, the resulting or acquiring entity will be substituted for us in the applicable indenture with the same effect as if it had been an original party to that indenture. As a result, the successor entity may exercise our rights and powers under the indenture.

Waiver of Covenants

The holders of a majority in principal amount of the debt securities of all affected series then outstanding under the indenture may waive compliance with some of the covenants or conditions of that indenture.

Modification of the Indentures

We and the trustee may modify the applicable indenture and the rights of the holders of the debt securities with the consent of the holders of at least 66 2/3% of the aggregate principal amount of all series of debt securities under that indenture affected by the modification. However, no modification may extend the fixed maturity of, reduce the principal amount or redemption premium of, or reduce the rate of, or extend the time of payment of, interest on, any debt security without the consent of each holder affected by the modification. No modification may reduce the percentage of debt securities that is required to consent to modification of an indenture without the consent of all holders of the debt securities outstanding under that indenture.

In addition, we and the trustee may execute supplemental indentures in some circumstances without the consent of any holders of outstanding debt securities.

For purposes of determining the aggregate principal amount of the debt securities outstanding at any time in connection with any request, demand, authorization, direction, notice, consent, or

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waiver under the applicable indenture, (1) the principal amount of any debt security issued with original issue discount is that amount that would be due and payable at that time upon an event of default, and (2) the principal amount of a debt security denominated in a foreign currency or currency unit is the U.S. dollar equivalent on the date of original issuance of the debt security.

Meetings and Action by Securityholders

The trustee may call a meeting in its discretion, or upon request by us or the holders of at least 10% in principal amount of a series of outstanding debt securities, by giving notice. If a meeting of holders is duly held, any resolution raised or decision taken in accordance with the indenture will be binding on all holders of debt securities of that series.

Events of Default and Rights of Acceleration

The Senior Indenture defines an event of default for a series of senior debt securities as any one of the following events:

- our failure to pay principal or any premium when due on any securities of that series;
- our failure to pay interest on any securities of that series, within 30 calendar days after the interest becomes due;
- our breach of any of our other covenants contained in the senior debt securities of that series or in the Senior Indenture, that is not cured within 90 calendar days after written notice to us by the trustee of the Senior Indenture, or to us and the trustee of the Senior Indenture by the holders of at least 25% in principal amount of all senior debt securities then outstanding under the Senior Indenture and affected by the breach; and
- specified events involving our bankruptcy, insolvency, or liquidation.

The Subordinated Indenture defines an event of default only as our bankruptcy under U.S. federal bankruptcy laws.

If an event of default occurs and is continuing, either the trustee or the holders of 25% in principal amount of the debt securities outstanding under the applicable indenture (or, in the case of an event of default under the Senior Indenture with respect to a series of senior debt securities, the holders of 25% in principal amount of the outstanding debt securities of all series affected) may declare the principal amount, or, if the debt securities are issued with original issue discount, a specified portion of the principal amount, of all debt securities (or the debt securities of all series affected, as the case may be) to be due and payable immediately. The holders of a majority in principal amount of the debt securities then outstanding (or of the series affected, as the case may be), in some circumstances, may annul the declaration of acceleration and waive past defaults.

Payment of principal of the subordinated debt securities may not be accelerated in the case of a default in the payment of principal, any premium, interest, or any other amounts or the performance of any of our other covenants.

Collection of Indebtedness

If we fail to pay the principal of (or, under the Senior Indenture, any premium on) any debt securities, or if we are over 30 calendar days late on an interest payment on the debt securities, the applicable trustee can demand that we pay to it, for the benefit of the holders of those debt securities, the amount which is due and payable on those debt securities, including any interest incurred because of our failure to make that payment. If we fail to pay the required amount on demand, the trustee may take appropriate action, including instituting judicial proceedings against us.

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In addition, a holder of a debt security also may file suit to enforce our obligation to make payment of principal, any premium, interest, or other amounts due on that debt security regardless of the actions taken by the trustee.

The holders of a majority in principal amount of each series of the debt securities then outstanding under an indenture may direct the time, method, and place of conducting any proceeding for any remedy available to the trustee under that indenture, but the trustee will be entitled to receive from the holders a reasonable indemnity against expenses and liabilities.

We are required periodically to file with the trustees a certificate stating that we are not in default under any of the terms of the indentures.

Payment of Additional Amounts

If we so specify in the applicable supplement, and subject to the exceptions and limitations set forth below, we will pay to the beneficial owner of any debt security that is a “non-U.S. person” additional amounts to ensure that every net payment on that debt security will not be less, due to the payment of U.S. withholding tax, than the amount then otherwise due and payable. For this purpose, a “net payment” on a debt security means a payment by us or any paying agent, including payment of principal and interest, after deduction for any present or future tax, assessment, or other governmental charge of the United States (other than a territory or possession). These additional amounts will constitute additional interest on the debt security. For this purpose, U.S. withholding tax means a withholding tax of the United States, other than a territory or possession.

However, notwithstanding our obligation, if so specified, to pay additional amounts, we will not be required to pay additional amounts in any of the circumstances described in items (1) through (15) below, unless we specify otherwise in the applicable supplement.

- (1) Additional amounts will not be payable if a payment on a debt security is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld solely by reason of the beneficial owner of the debt security:
 - having a relationship with the United States as a citizen, resident, or otherwise;
 - having had such a relationship in the past; or
 - being considered as having had such a relationship.
- (2) Additional amounts will not be payable if a payment on a debt security is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld solely by reason of the beneficial owner of the debt security:
 - being treated as present in or engaged in a trade or business in the United States;
 - being treated as having been present in or engaged in a trade or business in the United States in the past;
 - having or having had a permanent establishment in the United States; or
 - having or having had a qualified business unit which has the U.S. dollar as its functional currency.

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- (3) Additional amounts will not be payable if a payment on a debt security is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld solely by reason of the beneficial owner of the debt security being or having been a:
- personal holding company;
 - foreign personal holding company;
 - private foundation or other tax-exempt organization;
 - passive foreign investment company;
 - controlled foreign corporation; or
 - corporation which has accumulated earnings to avoid U.S. federal income tax.

- (4) Additional amounts will not be payable if a payment on a debt security is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld solely by reason of the beneficial owner of the debt security owning or having owned, actually or constructively, 10% or more of the total combined voting power of all classes of our stock entitled to vote.

- (5) Additional amounts will not be payable if a payment on a debt security is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld solely by reason of the beneficial owner of the debt security being a bank extending credit under a loan agreement entered into in the ordinary course of business.

For purposes of items (1) through (5) above, “beneficial owner” includes, without limitation, a holder and a fiduciary, settlor, partner, member, shareholder, or beneficiary of the holder if the holder is an estate, trust, partnership, limited liability company, corporation, or other entity, or a person holding a power over an estate or trust administered by a fiduciary holder.

- (6) Additional amounts will not be payable to any beneficial owner of a debt security that is:

- A fiduciary;
- A partnership;
- A limited liability company;
- Another fiscally transparent entity; or
- Not the sole beneficial owner of the debt security, or any portion of the debt security.

However, this exception to the obligation to pay additional amounts will apply only to the extent that a beneficiary or settlor in relation to the fiduciary, or a beneficial owner, partner, or member of the partnership, limited liability company, or other fiscally transparent entity, would not have been entitled to the payment of an additional amount had the beneficiary, settlor, beneficial owner, partner, or member received directly its beneficial or distributive share of the payment.

- (7) Additional amounts will not be payable if a payment on a debt security is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld

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solely by reason of the failure of the beneficial owner of the debt security or any other person to comply with applicable certification, identification, documentation, or other information reporting requirements. This exception to the obligation to pay additional amounts will apply only if compliance with such requirements is required as a precondition to exemption from such tax, assessment, or other governmental charge by statute or regulation of the United States or by an applicable income tax treaty to which the United States is a party.

- (8) Additional amounts will not be payable if a payment on a debt security is reduced as a result of any tax, assessment, or other governmental charge that is collected or imposed by any method other than by withholding from a payment on a debt security by us or any paying agent.
- (9) Additional amounts will not be payable if a payment on a debt security is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld by reason of a change in law, regulation, or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later.
- (10) Additional amounts will not be payable if a payment on a debt security is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld by reason of the presentation by the beneficial owner of a debt security for payment more than 30 days after the date on which such payment becomes due or is duly provided for, whichever occurs later.
- (11) Additional amounts will not be payable if a payment on a debt security is reduced as a result of any:
 - estate tax;
 - inheritance tax;
 - gift tax;
 - sales tax;
 - excise tax;
 - transfer tax;
 - wealth tax;
 - personal property tax; or
 - any similar tax, assessment, or other governmental charge.
- (12) Additional amounts will not be payable if a payment on a debt security is reduced as a result of any tax, assessment, or other governmental charge required to be withheld by any paying agent from a payment of principal or interest on the applicable security if such payment can be made without such withholding by any other paying agent.
- (13) Additional amounts will not be payable if a payment on a debt security is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld

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by reason of the application of Section 1471 (or any successor provision) or Section 1472 (or any successor provision) of the U.S. Internal Revenue Code of 1986, as amended, or any related administrative regulation or pronouncement.

- (14) Additional amounts will not be payable if a payment on a debt security is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld by reason of the payment being treated as a dividend or dividend equivalent for U.S. tax purposes.
- (15) Additional amounts will not be payable if a payment on a debt security is reduced as a result of any combination of items (1) through (14) above.

Except as specifically provided in this section, we will not be required to make any payment of any tax, assessment, or other governmental charge imposed by any government, political subdivision, or taxing authority of that government.

For purposes of determining whether the payment of additional amounts is required, the term “U.S. person” means any individual who is a citizen or resident of the United States; any corporation, partnership, or other entity created or organized in or under the laws of the United States; any estate if the income of such estate falls within the federal income tax jurisdiction of the United States regardless of the source of that income; and any trust if a U.S. court is able to exercise primary supervision over its administration and one or more U.S. persons have the authority to control all of the substantial decisions of the trust. Additionally, for this purpose, “non-U.S. person” means a person who is not a U.S. person, and “United States” means the United States of America, including each state of the United States and the District of Columbia, its territories, its possessions, and other areas within its jurisdiction.

Redemption for Tax Reasons

If we so specify in the applicable supplement, we may redeem the debt securities in whole, but not in part, at any time before maturity, after giving not less than 30 nor more than 60 calendar days’ notice to the trustee under the applicable indenture and to the holders of the debt securities, if we have or will become obligated to pay additional amounts, as described above under “—Payment of Additional Amounts,” as a result of any change in, or amendment to, the laws or regulations of the United States or any political subdivision or any authority of the United States having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date of the applicable supplement for the issuance of those debt securities.

Before we publish any notice of redemption for tax reasons, we will deliver to the trustee under the indenture a certificate signed by our chief financial officer or a senior vice president stating that we are entitled to redeem the debt securities and that the conditions precedent to redemption have occurred.

Unless we specify otherwise in the applicable supplement, any debt securities redeemed for tax reasons will be redeemed at 100% of their principal amount together with interest accrued up to, but excluding, the redemption date.

Defeasance and Covenant Defeasance

If we so specify in the applicable supplement, the provisions for full defeasance and covenant defeasance described below will apply to the debt securities if certain conditions are satisfied.

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Full Defeasance. If there is a change in the U.S. federal tax law, as described below, we can legally release ourselves from all payment and other obligations on any debt securities. This is called full defeasance. For us to do so, each of the following must occur:

- We must deposit in trust for the benefit of the holders of those debt securities a combination of money and U.S. government or U.S. government agency notes or bonds that will generate enough cash to make interest, principal, and any other payments on those debt securities at their due dates;
- There must be a change in current U.S. federal tax law or an Internal Revenue Service ruling that lets us make the above deposit without causing the holders to be taxed on the debt securities any differently than if we did not make the deposit and repaid the debt securities ourselves. Under current U.S. federal tax law, the deposit, and our legal release from your debt security, would be treated as though we took back your debt security and gave you your share of the cash and notes or bonds deposited in trust. In that event, you could recognize gain or loss on your debt security; and
- We must deliver to the trustee under the indenture a legal opinion of our counsel confirming the tax law treatment described above.

If we ever fully defeased your debt security, you would have to rely solely on the trust deposit for payments on your debt security. You would not be able to look to us for payment in the event of any shortfall.

Covenant Defeasance. Under current U.S. federal tax law, we can make the same type of deposit described above and be released from any restrictive covenants relating to your debt security. This is called covenant defeasance. In that event, you would lose the protection of those restrictive covenants. In order to achieve covenant defeasance for the debt securities, we must do both of the following:

- We must deposit in trust for the benefit of the holders of those debt securities a combination of money and U.S. government or U.S. government agency notes or bonds that will generate enough cash to make interest, principal, and any other payments on those debt securities on their due dates; and
- We must deliver to the trustee under the indenture a legal opinion of our counsel confirming that under current U.S. federal income tax law we may make the above deposit without causing the holders to be taxed on the debt securities any differently than if we did not make the deposit and repaid the debt securities ourselves.

If we achieve covenant defeasance with respect to your debt security, you can still look to us for repayment of your debt security in the event of any shortfall in the trust deposit. You should note, however, that if one of the remaining events of default occurred, such as our bankruptcy, and your debt security became immediately due and payable, there may be a shortfall. Depending on the event causing the default, you may not be able to obtain payment of the shortfall.

Notices

We or the trustee on our behalf, if so requested, will provide the holders with any required notices by first-class mail to the addresses of the holders as they appear in the security register. So long as a depository is the record holder of a series of debt securities with respect to which a notice is given, we or the trustee, if so requested, will deliver the notice only to that depository.

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Concerning the Trustees

We and certain of our affiliates have from time to time maintained deposit accounts and conducted other banking transactions with The Bank of New York Mellon Trust Company, N.A. and its affiliates in the ordinary course of business. We expect to continue these business transactions. The Bank of New York Mellon Trust Company, N.A. and its affiliates also serve as trustee for a number of series of outstanding indebtedness of us and our affiliates under other indentures.

Governing Law

The indentures and the debt securities will be governed by New York law.

DESCRIPTION OF WARRANTS

General

We may issue warrants, including debt warrants and universal warrants. We may offer warrants separately or as part of a unit, as described below under the heading “Description of Units.”

We may issue warrants in any amounts or in as many distinct series as we determine. We will issue each series of debt warrants and universal warrants under a separate warrant agreement to be entered into between us and a warrant agent to be designated in the applicable supplement. When we refer to a series of warrants, we mean all warrants issued as part of the same series under the applicable warrant agreement.

This section describes some of the general terms and provisions of the warrants. We will describe the specific terms of a series of warrants and the applicable warrant agreement in the applicable supplement. The following description and any description of the warrants in the applicable supplement may not be complete and is subject to and qualified in its entirety by reference to the terms and provisions of the applicable warrant agreement. A form of the warrant agreement reflecting the particular terms and provisions of a series of offered warrants will be filed with the SEC in connection with the offering and incorporated by reference in the registration statement and this prospectus. See “Where You Can Find More Information” below for information on how to obtain copies of any warrant agreements.

Description of Debt Warrants

Debt warrants are rights to purchase our debt securities. If debt warrants are offered, the supplement will describe the terms of the debt warrants and the warrant agreement relating to the debt warrants, including the following:

- the offering price;
- the designation, aggregate stated principal amount, and terms of the debt securities purchasable upon exercise of the debt warrants;
- the currency, currency unit, or composite currency in which the price for the debt warrants is payable;
- if applicable, the designation and terms of the debt securities with which the debt warrants are issued, and the number of debt warrants issued with each security;

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- if applicable, the date on and after which the debt warrants and the related debt securities will be separately transferable;
- the principal amount of debt securities purchasable upon exercise of a debt warrant and the price at which, and the currency, currency units, or composite currency based on or relating to currencies in which, the principal amount of debt securities may be purchased upon exercise;
- the dates the right to exercise the debt warrants will commence and expire and, if the debt warrants are not continuously exercisable, any dates on which the debt warrants are not exercisable;
- any circumstances that will cause the debt warrants to be deemed to be automatically exercised;
- if applicable, a discussion of the U.S. federal income tax consequences;
- whether the debt warrants or related securities will be listed on any securities exchange;
- whether the debt warrants will be issued in global or certificated form;
- the name of the warrant agent;
- a description of the terms of any warrant agreement to be entered into between us and a bank or trust company, as warrant agent, governing the debt warrants; and
- any other terms of the debt warrants which are permitted under the warrant agreement.

Description of Universal Warrants

Universal warrants are rights to purchase or sell, or our delivery obligations are determined by reference to the performance, level, or value of, one or more of the following:

- securities of one or more issuers, including our common or preferred stock or other securities described in this prospectus, or the debt or equity securities of third parties;
- one or more currencies, currency units, or composite currencies;
- one or more commodities;
- any other financial, economic, or other measure or instrument, including the occurrence or non-occurrence of any event or circumstance; and
- one or more indices or baskets of the items described above.

We refer to each type of property described above as “warrant property.”

We may satisfy our obligations, if any, and the holder of a universal warrant may satisfy its obligations, if any, with respect to any universal warrants by delivering the assets described in the applicable supplement, and in some cases, cash.

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If universal warrants are offered, the applicable supplement will describe the terms of the universal warrants and the warrant agreement, including the following:

- the offering price;
- the title and aggregate number of the universal warrants;
- the nature and amount of the warrant property that the universal warrants represent the right to buy or sell;
- whether the universal warrants are put warrants or call warrants, including in either case, the method by which the warrants may be settled;
- the price at which the warrant property may be purchased or sold, the currency, and the procedures and conditions relating to exercise;
- the method of exercising the universal warrants, the method of paying the exercise price, and the method of settling the warrant;
- the dates on which the right to exercise the universal warrants will commence and expire;
- if applicable, a discussion of the U.S. federal income tax consequences;
- whether the universal warrants or underlying securities will be listed on any securities exchange;
- whether the universal warrants will be issued in global or certificated form;
- the name of the warrant agent;
- a description of the terms of any warrant agreement to be entered into between us and a bank or trust company, as warrant agent, governing the universal warrants; and
- any other terms of the universal warrants which are permitted under the warrant agreement.

Modification

We and the warrant agent may amend the terms of any warrant agreement and the warrants without the consent of the holders of the warrants to cure any ambiguity, to correct any inconsistent provision, or in any other manner we deem necessary or desirable and which will not affect adversely the interests of the holders. In addition, we may amend the warrant agreement and the terms of the warrants with the consent of the holders of a majority of the outstanding unexercised warrants affected. However, any modification to the warrants cannot change the exercise price, reduce the amounts receivable upon exercise, cancellation, or expiration, shorten the time period during which the warrants may be exercised, or otherwise materially and adversely affect the rights of the holders of the warrants or reduce the percentage of outstanding warrants required to modify or amend the warrant agreement or the terms of the warrants, without the consent of the affected holders.

Enforceability of Rights of Warrantholders; No Trust Indenture Act Protection

The warrant agent will act solely as our agent and will not assume any obligation or relationship of agency or trust with the holders of the warrants. Any record holder or beneficial

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owner of a warrant, without anyone else's consent, may enforce by appropriate legal action, on his or her own behalf, his or her right to exercise the warrant in accordance with its terms. A holder of a warrant will not be entitled to any of the rights of a holder of the debt securities or other securities or warrant property purchasable upon the exercise of the warrant, including any right to receive payments on those securities or warrant property or to enforce any covenants or rights in the relevant indenture or any other agreement, before exercising the warrant.

No warrant agreement will be qualified as an indenture, and no warrant agent under any warrant agreement will be required to qualify as a trustee, under the Trust Indenture Act of 1939. Therefore, holders of warrants issued under a warrant agreement will not have the protection of the Trust Indenture Act of 1939 with respect to their warrants.

Unsecured Obligations

Any warrants we issue will be our unsecured contractual obligations. Because Bank of America Corporation is a holding company, our right to participate in any distribution of assets of any subsidiary upon such subsidiary's liquidation or reorganization or otherwise is subject to the prior claims of creditors of that subsidiary, except to the extent we may ourselves be recognized as a creditor of that subsidiary. Accordingly, our obligations under our warrants will be structurally subordinated to all existing and future liabilities of our subsidiaries, and claimants should look only to Bank of America Corporation's assets for payments.

DESCRIPTION OF PURCHASE CONTRACTS

General

We may issue purchase contracts in any amounts and in as many distinct series as we determine. We may offer purchase contracts separately or as part of a unit, as described below under the heading "Description of Units." When we refer to a series of purchase contracts, we mean all purchase contracts issued as part of the same series under the applicable purchase contract.

This section describes some of the general terms and provisions applicable to all purchase contracts. We will describe the specific terms of a series of purchase contracts in the applicable supplement. The following description and any description of the purchase contracts in the applicable supplement may not be complete and is subject to and qualified in its entirety by reference to the terms and provisions of the applicable purchase contract. A form of the purchase contract reflecting the particular terms and provisions of a series of offered purchase contracts will be filed with the SEC in connection with the offering and incorporated by reference in the registration statement and this prospectus. See "Where You Can Find More Information" below for information on how to obtain copies of any purchase contracts.

Purchase Contract Property

We may issue purchase contracts for the purchase or sale of, or whose cash value is determined by reference or linked to the performance, level, or value of, one or more of the following:

- securities of one or more issuers, including our common or preferred stock, other securities described in this prospectus, or the debt or equity securities of third parties;
- one or more currencies, currency units, or composite currencies;
- one or more commodities;

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- any other financial, economic, or other measure or instrument, including the occurrence or non-occurrence of any event or circumstance; and
- one or more indices or baskets of the items described above.

We refer to each type of property described above as a “purchase contract property.”

Each purchase contract will obligate:

- the holder to purchase or sell, and us to sell or purchase, on specified dates, one or more purchase contract properties at a specified price or prices; or
- the holder or us to settle the purchase contract with a cash payment determined by reference to the value, performance, or level of one or more purchase contract properties, on specified dates and at a specified price or prices.

No holder of a purchase contract will, as such, have any rights of a holder of the purchase contract property purchasable under or referenced in the contract, including any rights to receive payments on that property.

Information in Supplement

If we offer purchase contracts, the applicable supplement will describe the terms of the purchase contracts, including the following:

- the purchase date or dates;
- if other than U.S. dollars, the currency or currency unit in which payment will be made;
- the specific designation and aggregate number of, and the price at which we will issue, the purchase contracts;
- whether the purchase contract obligates the holder to purchase or sell, or both purchase and sell, one or more purchase contract properties, and the nature and amount of each of those properties, or the method of determining those amounts;
- the purchase contract property or cash value, and the amount or method for determining the amount of purchase contract property or cash value, deliverable under each purchase contract;
- whether the purchase contract is to be prepaid or not and the governing document for the contract;
- the price at which the purchase contract is settled, and whether the purchase contract is to be settled by delivery of, or by reference or linkage to the value, performance, or level of, the purchase contract properties;
- any acceleration, cancellation, termination, or other provisions relating to the settlement of the purchase contract;
- if the purchase contract property is an index, the method of providing for a substitute index or indices or otherwise determining the amount payable;

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- if the purchase contract property is an index or a basket of securities, a description of the index or basket of securities;
- whether, following the occurrence of a market disruption event or force majeure event (as defined in the applicable supplement), the settlement delivery obligation or cash settlement value of a purchase contract will be determined on a different basis than under normal circumstances;
- whether the purchase contract will be issued as part of a unit and, if so, the other securities comprising the unit and whether any unit securities will be subject to a security interest in our favor as described below;
- if applicable, a discussion of the U.S. federal income tax consequences;
- the identities of any depositories and any paying, transfer, calculation, or other agents for the purchase contracts;
- whether the purchase contract will be issued in global or certificated form;
- any securities exchange or quotation system on which the purchase contracts or any securities deliverable in settlement of the purchase contracts may be listed; and
- any other terms of the purchase contracts and any terms required by or advisable under applicable laws and regulations.

Prepaid Purchase Contracts; Applicability of Indenture

Purchase contracts may require holders to satisfy their obligations under the purchase contracts at the time they are issued. We refer to these contracts as “prepaid purchase contracts.”

In certain circumstances, our obligation to settle a prepaid purchase contract on the relevant settlement date may constitute our senior debt securities or our subordinated debt securities. Accordingly, prepaid purchase contracts may be issued under the Senior Indenture or the Subordinated Indenture, which are described above under the heading “Description of Debt Securities.”

Non-Prepaid Purchase Contracts; No Trust Indenture Act Protection

Some purchase contracts do not require holders to satisfy their obligations under the purchase contracts until settlement. We refer to these contracts as “non-prepaid purchase contracts.” The holder of a non-prepaid purchase contract may remain obligated to perform under the contract for a substantial period of time.

Non-prepaid purchase contracts will be issued under a unit agreement, if they are issued in units, or under some other document, if they are not. We describe unit agreements generally under the heading “Description of Units” below. We will describe the particular governing document that applies to your non-prepaid purchase contracts in the applicable supplement.

Non-prepaid purchase contracts will not be our senior debt securities or subordinated debt securities and will not be issued under one of our indentures, unless we specify otherwise in the applicable supplement. Consequently, no governing documents for non-prepaid purchase contracts will be qualified as indentures, and no third party will be required to qualify as a trustee with regard to those contracts, under the Trust Indenture Act of 1939. Therefore, holders of non-prepaid purchase contracts will not have the protection of the Trust Indenture Act of 1939.

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Pledge by Holders to Secure Performance

If we so specify in the applicable supplement, the holder's obligations under the purchase contract and governing document will be secured by collateral. In that case, the holder, acting through the unit agent as its attorney-in-fact, if applicable, will pledge the items described below to a collateral agent that we will identify in the applicable supplement, which will hold them, for our benefit, as collateral to secure the holder's obligations. We refer to this as the "pledge" and all the items described below as the "pledged items." Unless we specify otherwise in the applicable supplement, the pledge will create a security interest in the holder's entire interest in and to:

- any other securities included in the unit, if the purchase contract is part of a unit, and/or any other property specified in the applicable supplement;
- all additions to and substitutions for the pledged items;
- all income, proceeds, and collections received in respect of the pledged items; and
- all powers and rights owned or acquired later with respect to the pledged items.

The collateral agent will forward all payments and proceeds from the pledged items to us, unless the payments and proceeds have been released from the pledge in accordance with the purchase contract and the governing document. We will use the payments and proceeds from the pledged items to satisfy the holder's obligations under the purchase contract.

Settlement of Purchase Contracts that Are Part of Units

Unless we specify otherwise in the applicable supplement, where purchase contracts issued together with debt securities as part of a unit require the holders to buy purchase contract property, the unit agent may apply principal payments from the debt securities in satisfaction of the holders' obligations under the related purchase contract as specified in the applicable supplement. The unit agent will not so apply the principal payments if the holder has delivered cash to meet its obligations under the purchase contract. If the holder is permitted to settle its obligations by cash payment, the holder may be permitted to do so by delivering the debt securities in the unit to the unit agent as provided in the governing document. If the holder settles its obligations in cash rather than by delivering the debt security that is part of the unit, that debt security will remain outstanding, if the maturity extends beyond the relevant settlement date and, as more fully described in the applicable supplement, the holder will receive that debt security or an interest in the relevant global debt security.

Book-entry and other indirect owners should consult their banks or brokers for information on how to settle their purchase contracts.

Failure of Holder to Perform Obligations

If the holder fails to settle its obligations under a non-prepaid purchase contract as required, the holder will not receive the purchase contract property or other consideration to be delivered at settlement. Holders that fail to make timely settlement also may be obligated to pay interest or other amounts.

Unsecured Obligations

The purchase contracts are our unsecured contractual obligations. Because Bank of America Corporation is a holding company, our right to participate in any distribution of assets of any subsidiary upon such subsidiary's liquidation or reorganization or otherwise is subject to the prior

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claims of creditors of that subsidiary, except to the extent we may ourselves be recognized as a creditor of that subsidiary. Accordingly, our obligations under our purchase contracts will be structurally subordinated to all existing and future liabilities of Bank of America Corporation's subsidiaries, and claimants should look only to our assets for payments.

DESCRIPTION OF UNITS

General

We may issue units from time to time in such amounts and in as many distinct series as we determine.

We will issue each series of units under a unit agreement to be entered into between us and a unit agent to be designated in the applicable supplement. When we refer to a series of units, we mean all units issued as part of the same series under the applicable unit agreement.

This section describes some of the general terms and provisions applicable to all the units. We will describe the specific terms of a series of units and the applicable unit agreement in the applicable supplement. The following description and any description of the units in the applicable supplement may not be complete and is subject to and qualified in its entirety by reference to the terms and provisions of the applicable unit agreement. A form of the unit agreement reflecting the particular terms and provisions of a series of offered units will be filed with the SEC in connection with the offering and incorporated by reference in the registration statement and this prospectus. See "Where You Can Find More Information" below for information on how to obtain copies of any unit agreements.

We may issue units consisting of any combination of two or more securities described in this prospectus or securities of third parties, in any combination. Each unit will be issued so that the holder of the unit is also the holder of each security included in the unit. Thus, the holder of a unit will have the rights and obligations of a holder of each included security. The unit agreement under which a unit is issued may provide that the securities included in the unit may not be held or transferred separately, at any time or at any time before a specified date.

If units are offered, the applicable supplement will describe the terms of the units, including the following:

- the designation and aggregate number of, and the price at which we will issue, the units;
- the terms of the units and of the securities comprising the units, including whether and under what circumstances the securities comprising the units may or may not be held or transferred separately;
- the name of the unit agent;
- a description of the terms of any unit agreement to be entered into between us and a bank or trust company, as unit agent, governing the units;
- if applicable, a discussion of the U.S. federal income tax consequences;
- whether the units will be listed on any securities exchange; and
- a description of the provisions for the payment, settlement, transfer, or exchange of the units.

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Unit Agreements: Prepaid, Non-Prepaid, and Other

If a unit includes one or more purchase contracts, and all those purchase contracts are prepaid purchase contracts, we will issue the unit under a “prepaid unit agreement.” Prepaid unit agreements will reflect the fact that the holders of the related units have no further obligations under the purchase contracts included in their units. If a unit includes one or more non-prepaid purchase contracts, we will issue the unit under a “non-prepaid unit agreement.” Non-prepaid unit agreements will reflect the fact that the holders have payment or other obligations under one or more of the purchase contracts comprising their units. We may also issue units under other kinds of unit agreements, which will be described in the applicable supplement, if applicable.

Each holder of units issued under a non-prepaid unit agreement will:

- be bound by the terms of each non-prepaid purchase contract included in the holder’s units and by the terms of the unit agreement with respect to those contracts; and
- appoint the unit agent as its authorized agent to execute, deliver, and perform on the holder’s behalf each non-prepaid purchase contract included in the holder’s units.

Any unit agreement for a unit that includes a non-prepaid purchase contract also will include provisions regarding the holder’s pledge of collateral and special settlement provisions. These are described above under the heading “Description of Purchase Contracts.”

A unit agreement also may serve as the governing document for a security included in a unit. For example, a non-prepaid purchase contract that is part of a unit may be issued under and governed by the relevant unit agreement.

Modification

We and the unit agent may amend the terms of any unit agreement and the units without the consent of the holders to cure any ambiguity, to correct any inconsistent provision, or in any other manner we deem necessary or desirable and which will not affect adversely the interests of the holders. In addition, we may amend the unit agreement and the terms of the units with the consent of the holders of a majority of the outstanding unexpired units affected. However, any modification to the units that materially and adversely affects the rights of the holders of the units, or reduces the percentage of outstanding units required to modify or amend the unit agreement or the terms of the units, requires the consent of the affected holders.

Enforceability of Rights of Unitholders; No Trust Indenture Act Protection

The unit agent will act solely as our agent and will not assume any obligation or relationship of agency or trust with the holders of the units. Except as described below, any record holder of a unit, without anyone else’s consent, may enforce his or her rights as holder under any security included in the unit, in accordance with the terms of the included security and the indenture, warrant agreement, unit agreement, or purchase contract under which that security is issued. We describe these terms in other sections of this prospectus relating to debt securities, warrants, and purchase contracts.

Notwithstanding the foregoing, a unit agreement may limit or otherwise affect the ability of a holder of units issued under that agreement to enforce his or her rights, including any right to bring legal action, with respect to those units or any included securities, other than debt securities. We will describe any limitations of this kind in the applicable supplement.

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No unit agreement will be qualified as an indenture, and no unit agent will be required to qualify as a trustee under the Trust Indenture Act of 1939. Therefore, holders of units issued under a unit agreement will not have the protection of the Trust Indenture Act of 1939 with respect to their units.

Unsecured Obligations

The units are our unsecured contractual obligations. Because Bank of America Corporation is a holding company, our right to participate in any distribution of assets of any subsidiary upon such subsidiary's liquidation or reorganization or otherwise is subject to the prior claims of creditors of that subsidiary, except to the extent we may ourselves be recognized as a creditor of that subsidiary. Accordingly, our obligations under our units will be structurally subordinated to all existing and future liabilities of our subsidiaries, and claimants should look only to Bank of America Corporation's assets for payments.

DESCRIPTION OF PREFERRED STOCK

General

As of the date of this prospectus, under our Amended and Restated Certificate of Incorporation, we have authority to issue 100,000,000 shares of preferred stock, par value \$.01 per share. We may issue preferred stock in one or more series, each with the preferences, designations, limitations, conversion rights, and other rights as we may determine. Of our authorized and outstanding preferred stock, as of March 15, 2012:

- 35,045 shares were designated as 7% Cumulative Redeemable Preferred Stock, Series B, having a liquidation preference of \$100 per share, 7,571 shares of which were issued and outstanding;
- 34,500 shares were designated as 6.204% Non-Cumulative Preferred Stock, Series D, having a liquidation preference of \$25,000 per share, 26,174 shares of which were issued and outstanding;
- 85,100 shares were designated as Floating Rate Non-Cumulative Preferred Stock, Series E, having a liquidation preference of \$25,000 per share, 12,691 shares of which were issued and outstanding;
- 7,001 shares were designated as Floating Rate Non-Cumulative Preferred Stock, Series F, having a liquidation preference of \$100,000 per share, 1,409.22 shares of which were issued and outstanding;
- 8,501 shares were designated as Adjustable Rate Non-Cumulative Preferred Stock, Series G, having a liquidation preference of \$100,000 per share, 4,925.37 shares of which were issued and outstanding;
- 124,200 shares were designated as 8.20% Non-Cumulative Preferred Stock, Series H, having a liquidation preference of \$25,000 per share, 114,483 shares of which were issued and outstanding;
- 25,300 shares were designated as 6.625% Non-Cumulative Preferred Stock, Series I, having a liquidation preference of \$25,000 per share, 14,584 shares of which were issued and outstanding;

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- 41,400 shares were designated as 7.25% Non-Cumulative Preferred Stock, Series J, having a liquidation preference of \$25,000 per share, 38,053 shares of which were issued and outstanding;
- 240,000 shares were designated as Fixed-to-Floating Rate Non-Cumulative Preferred Stock, Series K, having a liquidation preference of \$25,000 per share, 61,773 shares of which were issued and outstanding;
- 6,900,000 shares were designated as 7.25% Non-Cumulative Perpetual Convertible Preferred Stock, Series L, having a liquidation preference of \$1,000 per share, 3,080,182 shares of which were issued and outstanding;
- 160,000 shares were designated as Fixed-to-Floating Rate Non-Cumulative Preferred Stock, Series M, having a liquidation preference of \$25,000 per share, 52,399 shares of which were issued and outstanding;
- 50,000 shares were designated as 6% Cumulative Perpetual Preferred Stock, Series T, having a liquidation preference of \$100,000 per share, 50,000 shares of which were issued and outstanding;
- 21,000 shares were designated as Floating Rate Non-Cumulative Preferred Stock, Series 1, having a liquidation preference of \$30,000 per share, 3,318 shares of which were issued and outstanding;
- 37,000 shares were designated as Floating Rate Non-Cumulative Preferred Stock, Series 2, having a liquidation preference of \$30,000 per share, 10,227 shares of which were issued and outstanding;
- 27,000 shares were designated as 6.375% Non-Cumulative Preferred Stock, Series 3, having a liquidation preference of \$30,000 per share, 21,773 shares of which were issued and outstanding;
- 20,000 shares were designated as Floating Rate Non-Cumulative Preferred Stock, Series 4, having a liquidation preference of \$30,000 per share, 7,061 shares of which were issued and outstanding;
- 50,000 shares were designated as Floating Rate Non-Cumulative Preferred Stock, Series 5, having a liquidation preference of \$30,000 per share, 14,181 shares of which were issued and outstanding;
- 65,000 shares were designated as 6.70% Noncumulative Perpetual Preferred Stock, Series 6, having a liquidation preference of \$1,000 per share, 59,388 shares of which were issued and outstanding;
- 50,000 shares were designated as 6.25% Noncumulative Perpetual Preferred Stock, Series 7, having a liquidation preference of \$1,000 per share, 16,596 shares of which were issued and outstanding; and
- 89,100 shares were designated as 8.625% Non-Cumulative Preferred Stock, Series 8, having a liquidation preference of \$30,000 per share, 89,100 shares of which were issued and outstanding.

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In addition, as of March 15, 2012, the following series of preferred stock were designated, but no shares of any of these series were outstanding:

- 3 million shares of ESOP Convertible Preferred Stock, Series C;
- 20 million shares of \$2.50 Cumulative Convertible Preferred Stock, Series BB;
- 600,000 shares of Fixed Rate Cumulative Perpetual Preferred Stock, Series N;
- 400,000 shares of Fixed Rate Cumulative Perpetual Preferred Stock, Series Q;
- 800,000 shares of Fixed Rate Cumulative Perpetual Preferred Stock, Series R; and
- 1,286,000 shares of Common Equivalent Junior Preferred Stock, Series S.

We refer to all of our preferred stock summarized above as our existing preferred stock. This brief summary does not purport to be complete and is qualified in its entirety by reference to the description of these securities contained in our Amended and Restated Certificate of Incorporation and the respective certificates of designation for each series of our existing preferred stock. In addition, for a more complete description of our outstanding preferred stock, see the information contained in our current reports on Form 8-K filed with the SEC on April 20, 2009 and September 1, 2011, which are incorporated by reference in this prospectus. We may update this description of some or all of our existing preferred stock from time to time in reports that we file under the Exchange Act.

The Preferred Stock

General. Any preferred stock sold under this prospectus will have the general dividend, voting, and liquidation preference rights stated below unless we specify otherwise in the applicable supplement. The applicable supplement for a series of preferred stock will describe the specific terms of those shares, including, where applicable:

- the title and stated value of the preferred stock;
- the aggregate number of shares of preferred stock offered;
- the offering price or prices of the preferred stock;
- the dividend rate or rates or method of calculation, the dividend period, and the dates dividends will be payable;
- whether dividends are cumulative or noncumulative, and, if cumulative, the date the dividends will begin to cumulate;
- the dividend and liquidation preference rights of the preferred stock relative to any existing or future series of our preferred stock;
- the dates the preferred stock become subject to redemption at our option, and any redemption terms;
- any redemption or sinking fund provisions;
- whether the preferred stock will be issued in other than book-entry form;

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- whether the preferred stock will be listed on any securities exchange;
- any rights on the part of the stockholder or us to convert the preferred stock into shares of our common stock or any other security; and
- any additional voting, liquidation, preemptive, and other rights, preferences, privileges, limitations, and restrictions.

Dividends. The holders of our preferred stock will be entitled to receive when, as, and if declared by our board of directors, cash dividends at those rates as will be fixed by our board of directors, subject to the terms of our Amended and Restated Certificate of Incorporation. All dividends will be paid out of funds that are legally available for this purpose. Unless we specify otherwise in the applicable supplement, whenever dividends on any non-voting preferred stock are in arrears for six quarterly dividend periods (whether or not consecutive), holders of the non-voting preferred stock will have the right to elect two additional directors to serve on our board of directors, and these two additional directors will continue to serve until full dividends on such non-voting preferred stock have been paid regularly for at least four quarterly dividend periods.

Voting. The holders of our preferred stock will have no voting rights except:

- as required by applicable law; or
- as specifically approved by us for that particular series.

Under regulations adopted by the Board of Governors of the Federal Reserve System (the “Federal Reserve Board”), if the holders of any series of our preferred stock become entitled to vote for the election of directors because dividends on that series are in arrears, that series may then be deemed a “class of voting securities.” In such a case, a holder of 25% or more of the series, or a holder of 5% or more if that holder would also be considered to exercise a “controlling influence” over us, may then be subject to regulation as a bank holding company in accordance with the The Bank Holding Company Act of 1956. In addition, (1) any other bank holding company may be required to obtain the prior approval of the Federal Reserve Board to acquire or retain 5% or more of that series, and (2) any person other than a bank holding company may be required to obtain the approval of the Federal Reserve Board to acquire or retain 10% or more of that series.

Liquidation Preference. In the event of our voluntary or involuntary dissolution, liquidation, or winding up, the holders of any series of our preferred stock will be entitled to receive, after distributions to holders of any series or class of our capital stock ranking superior, an amount equal to the stated or liquidation value of the shares of the series plus an amount equal to accrued and unpaid dividends. If the assets and funds to be distributed among the holders of our preferred stock will be insufficient to permit full payment to the holders, then the holders of our preferred stock will share ratably in any distribution of our assets in proportion to the amounts that they otherwise would receive on their shares of our preferred stock if the shares were paid in full.

DESCRIPTION OF DEPOSITARY SHARES

General

We may offer depositary receipts evidencing depositary shares, each of which will represent a fractional interest in shares of preferred stock, rather than full shares of these securities. We will deposit shares of preferred stock of each series represented by depositary shares under a deposit agreement between us and a U.S. bank or trust company that we will select (the “depository”).

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This section describes some of the general terms and provisions applicable to all depositary shares. We will describe the specific terms of a series of depositary shares and the deposit agreement in the applicable supplement. The following description and any description of the depositary shares in the applicable supplement may not be complete and is subject to and qualified in its entirety by reference to the terms and provisions of the applicable deposit agreement and depositary receipts. Forms of the deposit agreement and depositary receipts reflecting the particular terms and provisions of a series of offered depositary shares will be filed with the SEC in connection with the offering and incorporated by reference in the registration statement and this prospectus. See “Where You Can Find More Information” below for information on how to obtain copies of any deposit agreements and depositary receipts.

Terms of the Depositary Shares

Depositary receipts issued under the deposit agreement will evidence the depositary shares. Depositary receipts will be distributed to those persons purchasing depositary shares representing fractional shares of preferred stock in accordance with the terms of the offering. Subject to the terms of the deposit agreement, each holder of a depositary share will be entitled, in proportion to the fractional interest of a share of preferred stock represented by the applicable depositary share, to all the rights and preferences of the preferred stock being represented, including dividend, voting, redemption, conversion, and liquidation rights, all as will be set forth in the applicable supplement relating to the depositary shares being offered.

Pending the preparation of definitive depositary receipts, the depository, upon our written order, may issue temporary depositary receipts. The temporary depositary receipts will be substantially identical to, and will have all the rights of, the definitive depositary receipts, but will not be in definitive form. Definitive depositary receipts will be prepared thereafter and temporary depositary receipts will be exchanged for definitive depositary receipts at our expense.

Withdrawal of Preferred Stock

Unless the depositary shares have been called for redemption, a holder of depositary shares may surrender his or her depositary receipts at the principal office of the depository, pay any charges, and comply with any other terms as provided in the deposit agreement for the number of shares of preferred stock underlying the depositary shares. A holder of depositary shares who withdraws shares of preferred stock will be entitled to receive whole shares of preferred stock on the basis set forth in the applicable supplement relating to the depositary shares being offered.

However, unless we specify otherwise in the applicable supplement, holders of whole shares of preferred stock will not be entitled to deposit those shares under the deposit agreement or to receive depositary receipts for those shares after the withdrawal. If the depositary shares surrendered by the holder in connection with the withdrawal exceed the number of depositary shares that represent the number of whole shares of preferred stock to be withdrawn, the depository will deliver to the holder at the same time a new depositary receipt evidencing the excess number of depositary shares.

Dividends and Other Distributions

The depository will distribute all cash dividends or other cash distributions received in respect of the preferred stock to the record holders of depositary shares relating to that preferred stock in proportion to the number of depositary shares owned by those holders. However, the depository will distribute only the amount that can be distributed without attributing to any holder of depositary

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shares a fraction of one cent. Any balance that is not distributed will be added to and treated as part of the next sum received by the depository for distribution to record holders.

If there is a distribution other than in cash, the depository will distribute property it receives to the record holders of depositary shares who are entitled to that property. However, if the depository determines that it is not feasible to make this distribution of property, the depository, with our approval, may sell that property and distribute the net proceeds to the holders of the depositary shares.

Redemption of Depositary Shares

If a series of preferred stock which relates to depositary shares is redeemed, the depositary shares will be redeemed from the proceeds received by the depository from the redemption, in whole or in part, of that series of preferred stock. Unless we specify otherwise in the applicable supplement, the depository will mail notice of redemption at least 30 and not more than 45 calendar days before the date fixed for redemption to the record holders of the depositary shares to be redeemed at their addresses appearing in the depository's books. The redemption price per depositary share will be equal to the applicable fraction of the redemption price per share payable on that series of the preferred stock.

Whenever we redeem preferred stock held by the depository, the depository will redeem as of the same redemption date the number of depositary shares representing the preferred stock redeemed. If less than all of the depositary shares are redeemed, the depositary shares redeemed will be selected by lot or pro rata or by any other equitable method as the depository may decide.

After the date fixed for redemption, the depositary shares called for redemption will no longer be deemed to be outstanding. At that time, all rights of the holder of the depositary shares will cease, except the right to receive any money or other property they become entitled to receive upon surrender to the depository of the depositary receipts.

Voting the Deposited Preferred Stock

Any voting rights of holders of the depositary shares are directly dependent on the voting rights of the underlying preferred stock, which customarily have limited voting rights. Upon receipt of notice of any meeting at which the holders of the preferred stock held by the depository are entitled to vote, the depository will mail the information contained in the notice of meeting to the record holders of the depositary shares relating to the preferred stock. Each record holder of depositary shares on the record date, which will be the same date as the record date for the preferred stock, will be entitled to instruct the depository as to the exercise of the voting rights pertaining to the amount of preferred stock underlying the holder's depositary shares. The depository will endeavor, insofar as practicable, to vote the amount of preferred stock underlying the depositary shares in accordance with these instructions. We will agree to take all action which may be deemed necessary by the depository to enable the depository to do so. The depository will not vote any shares of preferred stock except to the extent it receives specific instructions from the holders of depositary shares representing that number of shares of preferred stock.

Amendment and Termination of the Deposit Agreement

The form of depositary receipt evidencing the depositary shares and any provision of the deposit agreement may be amended by agreement between us and the depository. However, any amendment which materially and adversely alters the rights of the existing holders of depositary

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shares will not be effective unless the amendment has been approved by the record holders of at least a majority of the depositary shares then outstanding. Either we or the depositary may terminate a deposit agreement if all of the outstanding depositary shares have been redeemed or if there has been a final distribution in respect of our preferred stock in connection with our liquidation, dissolution, or winding up.

Charges of Depositary

We will pay all transfer and other taxes, assessments, and governmental charges arising solely from the existence of the depositary arrangements. We will pay the fees of the depositary in connection with the initial deposit of the preferred stock and any redemption of the preferred stock. Holders of depositary receipts will pay transfer and other taxes, assessments, and governmental charges and any other charges as are expressly provided in the deposit agreement to be for their accounts. The depositary may refuse to effect any transfer of a depositary receipt or any withdrawals of preferred stock evidenced by a depositary receipt until all taxes, assessments, and governmental charges with respect to the depositary receipt or preferred stock are paid by their holders.

Miscellaneous

The depositary will forward to the holders of depositary shares all of our reports and communications which are delivered to the depositary and which we are required to furnish to the holders of our preferred stock.

Neither we nor the depositary will be liable if we are prevented or delayed by law or any circumstance beyond our control in performing our obligations under the deposit agreement. All of our obligations as well as the depositary's obligations under the deposit agreement are limited to performance in good faith of our respective duties set forth in the deposit agreement, and neither of us will be obligated to prosecute or defend any legal proceeding relating to any depositary shares or preferred stock unless provided with satisfactory indemnity. We, and the depositary, may rely upon written advice of counsel or accountants, or information provided by persons presenting preferred stock for deposit, holders of depositary shares, or other persons believed to be competent and on documents believed to be genuine.

Resignation and Removal of Depositary

The depositary may resign at any time by delivering to us notice of its election to do so, and we may remove the depositary at any time. Any resignation or removal will take effect only upon the appointment of a successor depositary and the successor depositary's acceptance of the appointment. Any successor depositary must be a U.S. bank or trust company.

DESCRIPTION OF COMMON STOCK

The following summary of our common stock is qualified in its entirety by reference to the description of the common stock incorporated by reference in this prospectus.

General

As of the date of this prospectus, under our Amended and Restated Certificate of Incorporation, we are authorized to issue twelve billion eight hundred million (12,800,000,000) shares of common

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stock, par value \$.01 per share, of which approximately 10.77 billion shares were outstanding on March 15, 2012. Our common stock trades on the New York Stock Exchange under the symbol "BAC." Our common stock also is listed on the London Stock Exchange, and certain shares are listed on the Tokyo Stock Exchange. As of March 15, 2012, approximately 1.91 billion shares were reserved for issuance in connection with our various employee and director benefit plans, the conversion of outstanding securities convertible into shares of our common stock, and for other purposes. After taking into account the reserved shares, there were approximately 114 million authorized shares of our common stock available for issuance as of March 15, 2012.

Voting and Other Rights

Holders of our common stock are entitled to one vote per share. There are no cumulative voting rights. In general, a majority of votes cast on a matter is sufficient to take action upon routine matters, including the election of directors in an uncontested election. However, (1) amendments to our Amended and Restated Certificate of Incorporation generally must be approved by the affirmative vote of the holders of a majority of the voting power of the outstanding stock, and (2) a merger, dissolution, or the sale of all or substantially all of our assets generally must be approved by the affirmative vote of the holders of a majority of the voting power of the outstanding stock.

In the event of our liquidation, holders of our common stock will be entitled to receive pro rata any assets legally available for distribution to stockholders, subject to any prior rights of any preferred stock then outstanding.

Our common stock does not have any preemptive rights, redemption privileges, sinking fund privileges, or conversion rights. All the outstanding shares of our common stock are, and upon proper conversion of any convertible securities, all of the shares of our common stock into which those securities are converted will be, validly issued, fully paid, and nonassessable.

Computershare Trust Company, N.A. is the transfer agent and registrar for our common stock.

Dividends

Subject to the preferential rights of any holders of any outstanding series of preferred stock, the holders of our common stock are entitled to receive dividends or distributions, whether payable in cash or otherwise, as our board of directors may declare out of funds legally available for payments. Stock dividends, if any are declared, may be paid from our authorized but unissued shares of common stock.

REGISTRATION AND SETTLEMENT

Unless we specify otherwise in the applicable supplement, we will issue the securities in registered, and not bearer, form. This means that our obligation runs to the holder of the security named on the face of the security. Each debt security, warrant, purchase contract, unit, share of preferred stock, and depositary share issued in registered form will be represented either by a certificate issued in definitive form to a particular investor or by one or more global securities representing the entire issuance of securities.

We refer to those persons who have securities registered in their own names, on the books that we or the trustee, warrant agent, or other agent maintain for this purpose, as the “holders” of those securities. These persons are the legal holders of the securities. We refer to those who, indirectly through others, own beneficial interests in securities that are not registered in their own names as indirect owners of those securities. As we discuss below, indirect owners are not legal holders, and investors in securities issued in global, or book-entry, form or in street name will be indirect owners.

Book-Entry Only Issuance

Unless we specify otherwise in the applicable supplement, we will issue each security other than our common stock in global, or book-entry, form. This means that we will not issue actual notes or certificates to investors. Instead, we will issue global securities in registered form representing the entire issuance of securities. Each global security will be registered in the name of a financial institution or clearing system that holds the global security as depository on behalf of other financial institutions that participate in that depository’s book-entry system. These participating institutions, in turn, hold beneficial interests in the global securities on behalf of themselves or their customers.

Because securities issued in global form are registered in the name of the depository, we will recognize only the depository as the holder of the securities. This means that we will make all payments on the securities, including deliveries of any property other than cash, to the depository. The depository passes along the payments it receives from us to its participants, which in turn pass the payments along to their customers who are the beneficial owners. The depository and its participants are not obligated to pass these payments along under the terms of the securities. Instead, they do so under agreements they have made with one another or with their customers.

As a result, investors will not own securities issued in book-entry form directly. Instead, they will own beneficial interests in a global security, through a bank, broker, or other financial institution that participates in the depository’s book-entry system or holds an interest through a participant in the depository’s book-entry system. As long as the securities are issued in global form, investors will be indirect owners, and not holders, of the securities. The depository will not have knowledge of the actual beneficial owners of the securities.

Certificates in Registered Form

In the future, we may cancel a global security or we may issue securities initially in non-global, or certificated, form. We do not expect to exchange global securities for actual notes or certificates registered in the names of the beneficial owners of the global securities representing the securities unless:

- the depository notifies us that it is unwilling or unable to continue as depository for the global securities, or we become aware that the depository has ceased to be a clearing agency registered under the Securities Exchange Act of 1934, and in any case we fail to appoint a successor to the depository within 60 calendar days; or

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- we, in our sole discretion, determine that the global securities will be exchangeable for certificated securities.

Street Name Owners

When we issue actual notes or certificates registered in the names of the beneficial owners, investors may choose to hold their securities in their own names or in street name. Securities held by an investor in street name would be registered in the name of a bank, broker, or other financial institution that the investor chooses, and the investor would hold only a beneficial interest in those securities through an account that he or she maintains at that institution.

For securities held in street name, we will recognize only the intermediary banks, brokers, and other financial institutions in whose names the securities are registered as the holders of those securities, and we will make all payments on those securities, including deliveries of any property other than cash, to them. These institutions pass along the payments they receive to their customers who are the beneficial owners, but only because they agree to do so in their customer agreements or because they are legally required to do so. Investors who hold securities in street name will be indirect owners, not holders, of those securities.

Legal Holders

Our obligations, as well as the obligations of the trustee under any indenture and the obligations, if any, of any warrant agents, unit agents, depository for depository shares, and any other third parties employed by us, the trustee, or any of those agents, run only to the holders of the securities. We do not have obligations to investors who hold beneficial interests in global securities, who hold the securities in street name, or who hold the securities by any other indirect means. This will be the case whether an investor chooses to be an indirect owner of a security or has no choice because we are issuing the securities only in global form. For example, once we make a payment or give a notice to the holder, we have no further responsibility for that payment or notice even if that holder is required, under agreements with depository participants or customers or by law, to pass it along to the indirect owners, but does not do so. Similarly, if we want to obtain the approval of the holders for any purpose, such as to amend the indenture for a series of debt securities or the warrant agreement for a series of warrants or the unit agreement for a series of units or to relieve us of the consequences of a default or of our obligation to comply with a particular provision of an indenture, we would seek the approval only from the holders, and not the indirect owners, of the relevant securities. Whether and how the holders contact the indirect owners is up to the holders.

When we refer to “you” in this prospectus, we mean those who invest in the securities being offered by this prospectus, whether they are the holders or only indirect owners of those securities. When we refer to “your securities” in this prospectus, we mean the securities in which you will hold a direct or indirect interest.

Special Considerations for Indirect Owners

If you hold securities through a bank, broker, or other financial institution, either in book-entry form or in street name, you should check with your own institution to find out:

- how it handles payments on your securities and notices;
- whether you can provide contact information to the registrar to receive copies of notices directly;

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- whether it imposes fees or charges;
- whether and how you can instruct it to exercise any rights to purchase or sell warrant property under a warrant or purchase contract property under a purchase contract or to exchange or convert a security for or into other property;
- how it would handle a request for the holders' consent, if required;
- whether and how you can instruct it to send you the securities registered in your own name so you can be a holder, if that is permitted at any time;
- how it would exercise rights under the securities if there were a default or other event triggering the need for holders to act to protect their interests; and
- if the securities are in book-entry form, how the depository's rules and procedures will affect these matters.

Depositories for Global Securities

Each security issued in book-entry form will be represented by a global security that we deposit with and register in the name of one or more financial institutions or clearing systems, or their nominees, which we will select. A financial institution or clearing system that we select for this purpose is called the "depository" for that security. A security usually will have only one depository, but it may have more.

Each series of securities will have one or more of the following as the depositories:

- The Depository Trust Company, New York, New York, which is known as "DTC";
- a financial institution holding the securities on behalf of Euroclear Bank SA/NV, which is known as "Euroclear";
- a financial institution holding the securities on behalf of Clearstream Banking, société anonyme, Luxembourg, which is known as "Clearstream, Luxembourg"; and
- any other clearing system or financial institution that we identify in the applicable supplement.

The depositories named above also may be participants in one another's clearing systems. For example, if DTC is the depository for a global security, investors may hold beneficial interests in that security through Euroclear or Clearstream, Luxembourg as DTC participants.

We will name the depository or depositories for your securities in the applicable supplement. If no depository is named, the depository will be DTC.

The Depository Trust Company

The following is based on information furnished to us by DTC:

DTC will act as securities depository for the securities. The securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or any other name as may be requested by an authorized representative of DTC. One fully-registered

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security certificate will be issued for each issue of the securities, each in the aggregate principal amount of the issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of the issue. We may also issue one or more global securities that represent multiple series of debt securities.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered under Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's direct participants deposit with DTC. DTC also facilitates the post-trade settlement among direct participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between direct participants' accounts. This eliminates the need for physical movement of securities certificates. Direct participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a direct participant, either directly or indirectly ("indirect participants"). The DTC rules applicable to its participants are on file with the SEC. More information about DTC can be found at www.dtcc.com. Information on that website is not included or incorporated by reference herein.

Purchases of the securities under the DTC system must be made by or through direct participants, which will receive a credit for the securities on DTC's records. The ownership interest of each actual purchaser of each security ("beneficial owner") is in turn to be recorded on the direct and indirect participants' records. Beneficial owners will not receive written confirmation from DTC of their purchase. Beneficial owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the direct or indirect participant through which the beneficial owner entered into the transaction. Transfers of ownership interests in the securities are to be accomplished by entries made on the books of direct and indirect participants acting on behalf of beneficial owners. Beneficial owners will not receive certificates representing their ownership interests in the securities, except in the event that use of the book-entry system for the securities is discontinued.

To facilitate subsequent transfers, all securities deposited by direct participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual beneficial owners of the securities; DTC's records reflect only the identity of the direct participants to whose accounts such securities are credited, which may or may not be the beneficial owners. The direct and indirect participants will remain responsible for keeping account of their holdings on behalf of their customers.

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Conveyance of notices and other communications by DTC to direct participants, by direct participants to indirect participants, and by direct and indirect participants to beneficial owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial owners of securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the securities, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, beneficial owners of securities may wish to ascertain that the nominee holding the securities for its benefit has agreed to obtain and transmit notices to beneficial owners. In the alternative, beneficial owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to securities unless authorized by a direct participant in accordance with DTC's Money Market Instrument ("MMI") procedures. Under its usual procedures, DTC mails an omnibus proxy to us as soon as possible after the record date. The omnibus proxy assigns Cede & Co.'s consenting or voting rights to those direct participants to whose accounts the securities are credited on the record date (identified in a listing attached to the omnibus proxy).

We will make dividend payments or any payments of principal, any premium, interest, or other amounts on the securities in immediately available funds directly to Cede & Co., or any other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit direct participants' accounts upon DTC's receipt of funds and corresponding detail information from us, on the applicable payment date in accordance with their respective holdings shown on DTC's records. Payments by participants to beneficial owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of these participants and not of DTC or its nominee, us, the trustee, or any other agent or party, subject to any statutory or regulatory requirements that may be in effect from time to time. Payment of dividends or principal and any premium or interest to Cede & Co. (or any other nominee as may be requested by an authorized representative of DTC) is our responsibility. Disbursement of the payments to direct participants is the responsibility of DTC, and disbursement of the payments to the beneficial owners is the responsibility of the direct or indirect participants.

We will send any redemption notices to DTC. If less than all of the securities of a series are being redeemed, DTC's practice is to determine by lot the amount of the interest of each direct participant in the issue to be redeemed.

A beneficial owner shall give notice to elect to have its securities repurchased through the participant through which it holds its beneficial interest in the security to the applicable trustee or tender agent. The beneficial owner shall effect delivery of its securities by causing the direct participant to transfer its interest in the securities on DTC's records. The requirement for physical delivery of securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the securities are transferred by the direct participant on DTC's records and followed by a book-entry credit of tendered securities to the applicable trustee or agent's DTC account.

DTC may discontinue providing its services as depository for the securities at any time by giving us reasonable notice. If this occurs, and if a successor securities depository is not obtained, we will print and deliver certificated securities.

We may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, we will print and delivery certificated securities to DTC.

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The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that we believe to be reliable, but we take no responsibility for its accuracy.

Euroclear and Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg each hold securities for their customers and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders (each such account holder, a "participant" and collectively, the "participants"). Euroclear and Clearstream, Luxembourg provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg also deal with domestic securities markets in several countries through established depository and custodial relationships. Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective participants may settle trades with each other. Euroclear is incorporated under the laws of Belgium and Clearstream, Luxembourg is incorporated under the laws of Luxembourg.

Euroclear and Clearstream, Luxembourg customers are world-wide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies, and clearing corporations. Indirect access to Euroclear and Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with a participant of either system.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855, Luxembourg.

Euroclear and Clearstream, Luxembourg may be depositories for a global security sold or traded outside the United States. In addition, if DTC is the depository for a global security, Euroclear and Clearstream, Luxembourg may hold interests in the global security as participants in DTC. As long as any global security is held by Euroclear or Clearstream, Luxembourg as depository, you may hold an interest in the global security only through an organization that participates, directly or indirectly, in Euroclear or Clearstream, Luxembourg. If Euroclear or Clearstream, Luxembourg is the depository for a global security and there is no depository in the United States, you will not be able to hold interests in that global security through any securities clearing system in the United States.

Payments, deliveries, transfers, exchanges, notices, and other matters relating to the securities made through Euroclear or Clearstream, Luxembourg must comply with the rules and procedures of those clearing systems. Those clearing systems could change their rules and procedures at any time. We have no control over those clearing systems or their participants, and we take no responsibility for their activities. Transactions between participants in Euroclear or Clearstream, Luxembourg, on one hand, and participants in DTC, on the other hand, when DTC is the depository, also would be subject to DTC's rules and procedures.

Investors will be able to make and receive through Euroclear and Clearstream, Luxembourg payments, deliveries, transfers, exchanges, notices, and other transactions involving any securities held through those clearing systems only on days when those clearing systems are open for business. Those clearing systems may not be open for business on days when banks, brokers, and other institutions are open for business in the United States. In addition, because of time-zone differences, U.S. investors who hold their interests in the securities through these clearing systems and wish to transfer their interests, or to receive or

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make a payment or delivery or exercise any other right with respect to their interests, on a particular day may find that the transaction will not be effected until the next business day in Brussels or Luxembourg, as applicable. Thus, investors who wish to exercise rights that expire on a particular day may need to act before the expiration date. In addition, investors who hold their interests through both DTC and Euroclear or Clearstream, Luxembourg may need to make special arrangements to finance any purchases or sales of their interests between the United States and European clearing systems, and those transactions may settle later than would be the case for transactions within one clearing system.

Special Considerations for Global Securities

As an indirect owner, an investor's rights relating to a global security will be governed by the account rules of the depository and those of the investor's financial institution or other intermediary through which it holds its interest (e.g., Euroclear or Clearstream, Luxembourg, if DTC is the depository), as well as general laws relating to securities transfers. We do not recognize this type of investor or any intermediary as a holder of securities. Instead, we deal only with the depository that holds the global security.

If securities are issued only in the form of a global security, an investor should be aware of the following:

- an investor cannot cause the securities to be registered in his or her own name, and cannot obtain physical certificates for his or her interest in the securities, except in the special situations described above;
- an investor will be an indirect holder and must look to his or her own bank or broker for payments on the securities and protection of his or her legal rights relating to the securities, as we describe above under “—Legal Holders”;
- under existing industry practices, if we or the applicable trustee request any action of owners of beneficial interests in any global security or if an owner of a beneficial interest in any global security desires to give instructions or take any action that a holder of an interest in a global security is entitled to give or take under the applicable indenture, Euroclear or Clearstream, Luxembourg, as the case may be, would authorize the participants owning the relevant beneficial interests to give instructions or take such action, and such participants would authorize indirect holders to give or take such action or would otherwise act upon the instructions of such indirect holders;
- an investor may not be able to sell interests in the securities to some insurance companies and other institutions that are required by law to own their securities in certificated form;
- an investor may not be able to pledge his or her interest in a global security in circumstances where certificates representing the securities must be delivered to the lender or other beneficiary of the pledge in order for the pledge to be effective; furthermore, as Euroclear and Clearstream, Luxembourg act on behalf of their respective participants only, who in turn may act on behalf of their respective clients, the ability of beneficial owners who are not participants with Euroclear or Clearstream, Luxembourg to pledge interests in any global security to persons or entities that are not participants with Euroclear or Clearstream, Luxembourg or otherwise take action in respect of interests in any global security, may be limited;
- the depository's policies will govern payments, deliveries, transfers, exchanges, notices, and other matters relating to an investor's interest in a global security, and those policies may change from time to time;

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- we, the trustee, any warrant agents, and any unit or other agents will not be responsible for any aspect of the depository's policies, actions, or records of ownership interests in a global security;
- we, the trustee, any warrant agents, and any unit or other agents do not supervise the depository in any way;
- the depository will require that those who purchase and sell interests in a global security within its book-entry system use immediately available funds, and your broker or bank may require you to do so as well; and
- financial institutions that participate in the depository's book-entry system and through which an investor holds its interest in the global securities, directly or indirectly, also may have their own policies affecting payments, deliveries, transfers, exchanges, notices, and other matters relating to the securities. Those policies may change from time to time. For example, if you hold an interest in a global security through Euroclear or Clearstream, Luxembourg when DTC is the depository, Euroclear or Clearstream, Luxembourg, as applicable, will require those who purchase and sell interests in that security through them to use immediately available funds and comply with other policies and procedures, including deadlines for giving instructions as to transactions that are to be effected on a particular day. There may be more than one financial intermediary in the chain of ownership for an investor. We do not monitor and are not responsible for the policies or actions or records of ownership interests of any of those intermediaries.

Registration, Transfer, and Payment of Certificated Securities

If we ever issue securities in certificated form, those securities may be presented for registration of transfer at the office of the registrar or at the office of any transfer agent we designate and maintain. The registrar or transfer agent will make the transfer or registration only if it is satisfied with the documents of title and identity of the person making the request. There will not be a service charge for any exchange or registration of transfer of the securities, but we may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the exchange. At any time we may change transfer agents or approve a change in the location through which any transfer agent acts. We also may designate additional transfer agents for any securities at any time.

We will not be required to issue, exchange, or register the transfer of any security to be redeemed for a period of 15 calendar days before the selection of the securities to be redeemed. In addition, we will not be required to exchange or register the transfer of any security that was selected, called, or is being called for redemption, except the unredeemed portion of any security being redeemed in part.

We will pay amounts payable on any certificated securities at the offices of the paying agents we may designate from time to time.

U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following summary of the material U.S. federal income tax considerations of the acquisition, ownership, and disposition of certain of the debt securities, preferred stock, depository shares representing fractional interests in preferred stock, and common stock that we are offering, is based upon the advice of Morrison & Foerster LLP, our tax counsel. The following discussion is not exhaustive of all possible tax considerations. This summary is based upon the Internal Revenue Code of 1986, as amended (the "Code"), regulations promulgated under the Code by the U.S. Treasury Department ("Treasury") (including proposed and temporary regulations), rulings, current administrative interpretations and official pronouncements of the Internal Revenue Service (the "IRS"), and judicial decisions, all as currently in effect and all of which are subject to differing interpretations or to change, possibly with retroactive effect. No assurance can be given that the IRS would not assert, or that a court would not sustain, a position contrary to any of the tax consequences described below.

This summary is for general information only, and does not purport to discuss all aspects of U.S. federal income taxation that may be important to a particular holder in light of its investment or tax circumstances or to holders subject to special tax rules, such as: partnerships, subchapter S corporations, or other pass-through entities, any government (or instrumentality or agency thereof), banks, financial institutions, tax-exempt entities, insurance companies, regulated investment companies, real estate investment trusts, trusts and estates, dealers in securities or currencies, traders in securities that have elected to use the mark-to-market method of accounting for their securities, persons holding the debt securities, preferred stock, depository shares, or common stock as part of an integrated investment, including a "straddle," "hedge," "constructive sale," or "conversion transaction," persons (other than Non-U.S. Holders) whose functional currency for tax purposes is not the U.S. dollar, and persons subject to the alternative minimum tax provisions of the Code. This summary does not include any description of the tax laws of any state or local governments, or of any foreign government, that may be applicable to a particular holder. This summary also may not apply to all forms of debt securities, preferred stock, depository shares, or common stock that we may issue. If the tax consequences associated with a particular form of debt security, preferred stock, depository shares or common stock are different than those described below, they will be described in the applicable supplement.

This summary is directed solely to holders that, except as otherwise specifically noted, will purchase the debt securities, preferred stock, depository shares, or common stock offered in this prospectus upon original issuance and will hold such securities as capital assets within the meaning of Section 1221 of the Code, which generally means as property held for investment.

You should consult your own tax advisor concerning the U.S. federal income tax consequences to you of acquiring, owning, and disposing of these securities, as well as any tax consequences arising under the laws of any state, local, foreign, or other tax jurisdiction and the possible effects of changes in U.S. federal or other tax laws.

As used in this prospectus, the term "U.S. Holder" means a beneficial owner of the debt securities, preferred stock, depository shares, or common stock offered in this prospectus that is for U.S. federal income tax purposes:

- a citizen or resident of the United States;
- a corporation (including an entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States or of any state of the United States or the District of Columbia;

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- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust.

Notwithstanding the preceding paragraph, to the extent provided in Treasury regulations, some trusts in existence on August 20, 1996, and treated as United States persons prior to that date, that elect to continue to be treated as United States persons also will be U.S. Holders. As used in this prospectus, the term “Non-U.S. Holder” is a holder that is not a U.S. Holder.

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds the debt securities, preferred stock, depository shares, or common stock offered in this prospectus, the U.S. federal income tax treatment of a partner generally will depend upon the status of the partner and the activities of the partnership and accordingly, this summary does not apply to partnerships. A partner of a partnership holding the debt securities, preferred stock, depository shares, or common stock should consult its own tax advisor regarding the U.S. federal income tax consequences to the partner of the acquisition, ownership, and disposition by the partnership of the debt securities, preferred stock, depository shares, or common stock.

Taxation of Debt Securities

This subsection describes the material U.S. federal income tax consequences of the acquisition, ownership, and disposition of the debt securities offered in this prospectus, other than the debt securities described below under “—Convertible, Renewable, Extendible, Indexed, and Other Debt Securities,” which will be described in the applicable supplement. This subsection is directed solely to holders that, except as otherwise specifically noted, will purchase the debt securities offered in this prospectus upon original issuance at the issue price, as defined below.

Consequences to U.S. Holders

The following is a summary of the material U.S. federal income tax consequences that will apply to U.S. Holders of debt securities.

Payment of Interest. Except as described below in the case of interest on a debt security issued with original issue discount, as defined below under “—Consequences to U.S. Holders— Original Issue Discount,” interest on a debt security generally will be included in the income of a U.S. Holder as interest income at the time it is accrued or is received in accordance with the U.S. Holder’s regular method of accounting for U.S. federal income tax purposes and will be ordinary income.

Original Issue Discount. Some of our debt securities may be issued with original issue discount (“OID”). U.S. Holders of debt securities issued with OID, other than short-term debt securities with a maturity of one year or less from its date of issue, will be subject to special tax accounting rules, as described in greater detail below. For tax purposes, OID is the excess of the “stated redemption price at maturity” of a debt instrument over its “issue price.” The “stated redemption price at maturity” of a debt security is the sum of all payments required to be made on the debt security other than “qualified stated interest” payments, as defined below. The “issue price” of a debt security is generally the first offering price to the public at which a substantial amount of the issue was sold (ignoring sales to bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers). The term “qualified stated interest”

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generally means stated interest that is unconditionally payable in cash or property (other than debt instruments of the issuer), or that is treated as constructively received, at least annually at a single fixed rate or, under certain circumstances, at a variable rate. If a debt security bears interest during any accrual period at a rate below the rate applicable for the remaining term of the debt security (for example, debt securities with teaser rates or interest holidays), then some or all of the stated interest may not be treated as qualified stated interest.

A U.S. Holder of a debt security with a maturity of more than one year from its date of issue that has been issued with OID (an “OID debt security”) is generally required to include any qualified stated interest payments in income as interest at the time such interest is accrued or is received in accordance with the U.S. Holder’s regular accounting method for tax purposes, as described above under “—Consequences to U.S. Holders—Payment of Interest.” A U.S. Holder of an OID debt security is generally required to include in income the sum of the daily accruals of the OID for the debt security for each day during the taxable year (or portion of the taxable year) in which the U.S. Holder held the OID debt security, regardless of such holder’s regular method of accounting. Thus, a U.S. Holder may be required to include OID in income in advance of the receipt of some or all of the related cash payments. The daily portion is determined by allocating the OID for each day of the accrual period. An accrual period may be of any length and the accrual periods may even vary in length over the term of the OID debt security, provided that each accrual period is no longer than one year and each scheduled payment of principal or interest occurs either on the first day of an accrual period or on the final day of an accrual period. The amount of OID allocable to an accrual period is equal to the excess of: (1) the product of the “adjusted issue price” of the OID debt security at the beginning of the accrual period and its yield to maturity (computed generally on a constant yield method and compounded at the end of each accrual period, taking into account the length of the particular accrual period) over (2) the amount of any qualified stated interest allocable to the accrual period. OID allocable to a final accrual period is the difference between the amount payable at maturity, other than a payment of qualified stated interest, and the adjusted issue price at the beginning of the final accrual period. Special rules will apply for calculating OID for an initial short accrual period. The “adjusted issue price” of an OID debt security at the beginning of any accrual period is the sum of the issue price of the OID debt security plus the amount of OID allocable to all prior accrual periods reduced by any payments received on the OID debt security that were not qualified stated interest. Under these rules, a U.S. Holder generally will have to include in income increasingly greater amounts of OID in successive accrual periods.

If the excess of the “stated redemption price at maturity” of a debt security over its “issue price” is less than 1/4 of 1% of the debt instrument’s stated redemption price at maturity multiplied by the number of complete years from its issue date to its maturity, or weighted average maturity in the case of debt securities with more than one principal payment (“de minimis OID”), the debt security is not treated as issued with OID. A U.S. Holder generally must include the de minimis OID in income at the time payments, other than qualified stated interest, on the debt securities are made in proportion to the amount paid (unless the U.S. Holder makes the election described below under “—Consequences to U.S. Holders—Election to Treat All Interest as Original Issue Discount”). Any amount of de minimis OID that is included in income in this manner will be treated as capital gain.

Additional rules applicable to debt securities with OID that are denominated in or determined by reference to a currency other than the U.S. dollar are described under “—Consequences to U.S. Holders—Non-U.S. Dollar Denominated Debt Securities” below.

Variable Rate Debt Securities. In the case of a debt security that is a variable rate debt security, special rules apply. A debt security will qualify as a “variable rate debt instrument” under Treasury regulations if (i) the debt security’s issue price does not exceed the total noncontingent principal payments by more than the lesser of: (a) 0.015 multiplied by the product of the total

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noncontingent principal payments and the number of complete years to maturity from the issue date, or (b) 15% of the total noncontingent principal payments; and (ii) the debt security provides for stated interest, compounded or paid at least annually, only at one or more qualified floating rates, a single fixed rate and one or more qualified floating rates, a single objective rate, or a single fixed rate and a single objective rate that is a qualified inverse floating rate.

Generally, a rate is a qualified floating rate if: (i) (a) variations in the value of the rate can reasonably be expected to measure contemporaneous variations in the cost of newly borrowed funds in the currency in which the debt security is denominated; or (b) the rate is equal to such a rate multiplied by either a fixed multiple that is greater than 0.65 but not more than 1.35 or a fixed multiple greater than 0.65 but not more than 1.35 increased or decreased by a fixed rate, and (ii) the value of the rate on any date during the term of the debt security is set no earlier than three months prior to the first day on which that value is in effect and no later than one year following that first day. If a debt security provides for two or more qualified floating rates that are within 0.25 percentage points of each other on the issue date or can reasonably be expected to have approximately the same values throughout the term of the debt security, the qualified floating rates together constitute a single qualified floating rate. A debt security will not have a variable rate that is a qualified floating rate, however, if the variable rate of interest is subject to one or more minimum or maximum rate floors or ceilings or one or more governors limiting the amount of increase or decrease unless such floor, ceiling, or governor is fixed throughout the term of the debt security or is not reasonably expected as of the issue date to significantly affect the yield on the debt security.

Generally, an objective rate is a rate that is (i) not a qualified floating rate, (ii) is determined using a single fixed formula that is based on objective financial or economic information that is not within the control of the issuer or a related party, and (iii) the value of the rate on any date during the term of the debt security is set no earlier than three months prior to the first day on which that value is in effect and no later than one year following that first day. If it is reasonably expected that the average value of the variable rate during the first half of the term of a debt security will be either significantly less than or significantly greater than the average value of the rate during the final half of the term of the debt security, then the debt security will not have a variable rate that is an objective rate. An objective rate is a qualified inverse floating rate if that rate is equal to a fixed rate minus a qualified floating rate and variations in the rate can reasonably be expected to inversely reflect contemporaneous variations in the qualified floating rate.

A debt security will also have a variable rate that is a single qualified floating rate or an objective rate if interest on the debt security is stated at a fixed rate for an initial period of one year or less followed by either a qualified floating rate or an objective rate for a subsequent period, and either: (i) the fixed rate and the qualified floating rate or objective rate have values on the issue date of the debt security that do not differ by more than 0.25 percentage points, or (ii) the value of the qualified floating rate or objective rate is intended to approximate the fixed rate.

In the case of a debt security that provides for stated interest that is unconditionally payable at least annually at a variable rate that is a single qualified floating rate or objective rate, or one of those rates after a single fixed rate for an initial period, all stated interest on the debt security is treated as qualified stated interest. In that case, both the debt security's yield to maturity and qualified stated interest will be determined, solely for purposes of calculating the accrual of OID, if any, as though the debt security will bear interest in all periods throughout its term (in the case of a single qualified floating rate or qualified inverse floating rate) at a fixed rate generally equal to the value of the rate on the issue date or, in the case of an objective rate (other than a qualified inverse floating rate), the rate that reflects the yield to maturity that is reasonably expected for the debt security (the "fixed rate substitute"). A U.S. holder should then recognize OID, if any, that is

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calculated based on the debt security's assumed yield to maturity. If the interest actually accrued or paid during an accrual period exceeds or is less than the assumed fixed interest, the qualified stated interest allocable to that period is increased or decreased, as applicable.

If a debt security does not provide for stated interest at a single qualified floating rate or a single objective rate, and also does not provide for interest payable at a fixed rate other than a single fixed rate for an initial period, the interest and OID accruals on the debt security must be determined by (i) determining a fixed rate substitute for each variable rate provided under the debt security (as described above), (ii) constructing the equivalent fixed rate debt instrument, using the fixed rate substitutes, (iii) determining the amount of qualified stated interest and OID with respect to the equivalent fixed rate debt instrument, and (iv) making appropriate adjustments to qualified stated interest or OID for actual variable rates during the applicable accrual period.

In the case of a debt security that provides for stated interest either at one or more qualified floating rates or at a qualified inverse floating rate and also provides for stated interest at a single fixed rate other than at a single fixed rate for an initial period (as described above), the interest and OID accruals on the debt security must be determined by using the method described above. However, the debt security will be treated, for purposes of the first three steps of the determination, as if the debt security had provided for a qualified floating rate, or a qualified inverse floating rate, rather than the fixed rate. The qualified floating rate, or qualified inverse floating rate, that replaces the fixed rate must be such that the fair market value of the debt security as of the issue date approximates the fair market value of an otherwise identical debt instrument that provides for the qualified floating rate, or qualified inverse floating rate, rather than the fixed rate.

Acquisition Premium. If a U.S. Holder purchases an OID debt security for an amount greater than its adjusted issue price (as determined above) at the purchase date and less than or equal to the sum of all amounts, other than qualified stated interest, payable on the OID debt security after the purchase date, the excess is "acquisition premium." Under these rules, in general, the amount of OID which must be included in income for the debt security for any taxable year (or any portion of a taxable year in which the debt security is held) will be reduced (but not below zero) by the portion of the acquisition premium allocated to the period. The amount of acquisition premium allocated to each period is determined by multiplying the OID that otherwise would have been included in income by a fraction, the numerator of which is the excess of the cost over the adjusted issue price of the OID debt security and the denominator of which is the excess of the OID debt security's stated redemption price at maturity over its adjusted issue price.

If a U.S. Holder purchases an OID debt security for an amount less than its adjusted issue price (as determined above) at the purchase date, any OID accruing with respect to that OID debt security will be required to be included in income and, to the extent of the difference between the purchase amount and the OID debt security's adjusted issue price, the OID debt security will be treated as having "market discount." See "—Consequences to U.S. Holders—Market Discount" below.

Amortizable Bond Premium. If a U.S. Holder purchases a debt security (including an OID debt security) for an amount in excess of the sum of all amounts payable on the debt security after the purchase date, other than qualified stated interest, such holder will be considered to have purchased such debt security with "amortizable bond premium" equal in amount to such excess. A U.S. Holder may elect to amortize such premium as an offset to interest income using a constant yield method over the remaining term of the debt security based on the U.S. Holder's yield to maturity with respect to the debt security.

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A U.S. Holder generally may use the amortizable bond premium allocable to an accrual period to offset interest required to be included in the U.S. Holder's income under its regular method of accounting with respect to the debt security in that accrual period. If the amortizable bond premium allocable to an accrual period exceeds the amount of interest allocable to such accrual period, such excess would be allowed as a deduction for such accrual period, but only to the extent of the U.S. Holder's prior interest inclusions on the debt security that have not been offset previously by bond premium. Any excess is generally carried forward and allocable to the next accrual period.

If a debt security may be redeemed by us prior to its maturity date, the amount of amortizable bond premium will be based on the amount payable at the applicable redemption date, but only if use of the redemption date (in lieu of the stated maturity date) results in a smaller amortizable bond premium for the period ending on the redemption date. In addition, special rules limit the amortization of bond premium in the case of convertible debt securities.

An election to amortize bond premium applies to all taxable debt obligations held by the U.S. Holder at the beginning of the first taxable year to which the election applies and thereafter acquired by the U.S. Holder and may be revoked only with the consent of the IRS. Generally, a holder may make an election to include in income its entire return on a debt security (i.e., the excess of all remaining payments to be received on the debt security over the amount paid for the debt security by such holder) in accordance with a constant yield method based on the compounding of interest, as discussed below under “—Consequences to U.S. Holders—Election to Treat All Interest as Original Issue Discount.” If a holder makes such an election for a debt security with amortizable bond premium, such election will result in a deemed election to amortize bond premium for all of the holder's debt instruments with amortizable bond premium and may be revoked only with the permission of the IRS.

A U.S. Holder that elects to amortize bond premium will be required to reduce its tax basis in the debt security by the amount of the premium amortized during its holding period. OID debt securities purchased at a premium will not be subject to the OID rules described above. If a U.S. Holder does not elect to amortize bond premium, the amount of bond premium will be included in its tax basis in the debt security. Therefore, if a U.S. Holder does not elect to amortize bond premium and it holds the debt security to maturity, the premium generally will be treated as capital loss when the debt security matures.

Market Discount. If a U.S. Holder purchases a debt security for an amount that is less than its stated redemption price at maturity, or, in the case of an OID debt security, its adjusted issue price, such holder will be considered to have purchased the debt security with “market discount.” Any payment, other than qualified stated interest, or any gain on the sale, exchange, retirement, or other disposition of a debt security with market discount generally will be treated as ordinary interest income to the extent of the market discount not previously included in income that accrued on the debt security during such holder's holding period. In general, market discount is treated as accruing on a straight-line basis over the term of the debt security unless an election is made to accrue the market discount under a constant yield method. In addition, a U.S. Holder may be required to defer, until the maturity of the debt security or its earlier disposition in a taxable transaction, the deduction of a portion of the interest paid on any indebtedness incurred or maintained to purchase or carry the debt security in an amount not exceeding the accrued market discount on the debt security.

A U.S. Holder may elect to include market discount in income currently as it accrues (on either a straight-line or constant yield basis), in lieu of treating a portion of any gain realized on a sale, exchange, retirement, or other disposition of the debt security as ordinary income. If an election is made to include market discount on a current basis, the interest deduction deferral rule described

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above will not apply. If a U.S. Holder makes such an election, it will apply to all market discount debt instruments acquired by such holder on or after the first day of the first taxable year to which the election applies. The election may not be revoked without the consent of the IRS. U.S. Holders should consult with their own tax advisors before making this election.

If the difference between the stated redemption price at maturity of a debt security or, in the case of an OID debt security, its adjusted issue price, and the amount paid for the debt security is less than 1/4 of 1% of the debt instrument's stated redemption price at maturity or, in the case of an OID debt security, its adjusted issue price, multiplied by the number of remaining complete years to the debt security's maturity ("de minimis market discount"), the debt security is not treated as issued with market discount.

Generally, a holder may make an election to include in income its entire return on a debt security (i.e., the excess of all remaining payments to be received on the debt security over the amount paid for the debt security by such holder) in accordance with a constant yield method based on the compounding of interest, as discussed below under "—Consequences to U.S. Holders—Election to Treat All Interest as Original Issue Discount." If a holder makes such an election for a debt security with market discount, the holder will be required to include market discount in income currently as it accrues on a constant yield basis for all market discount debt instruments acquired by such holder on or after the first day of the first taxable year to which the election applies, and such election may be revoked only with the permission of the IRS.

Election to Treat All Interest as Original Issue Discount. A U.S. Holder may elect to include in income all interest that accrues on a debt security using the constant-yield method applicable to OID described above, subject to certain limitations and exceptions. For purposes of this election, interest includes stated interest, acquisition discount, OID, de minimis OID, market discount, de minimis market discount, and unstated interest, as adjusted by any amortizable bond premium or acquisition premium, each as described herein. If this election is made for a debt security, then, to apply the constant-yield method: (i) the issue price of the debt security will equal its cost, (ii) the issue date of the debt security will be the date it was acquired, and (iii) no payments on the debt security will be treated as payments of qualified stated interest. A U.S. Holder must make this election for the taxable year in which the debt security was acquired, and may not revoke the election without the consent of the IRS. U.S. Holders should consult with their own tax advisors before making this election.

Debt Securities That Trade "Flat." We expect that certain debt securities will trade in the secondary market with accrued interest. However, we may issue debt securities with terms and conditions that would make it likely that such debt securities would trade "flat" in the secondary market, which means that upon a sale of a debt security a U.S. Holder would not be paid an amount that reflects the accrued but unpaid interest with respect to such debt security. Nevertheless, for U.S. federal income tax purposes, a portion of the sales proceeds equal to the interest accrued with respect to such debt security from the last interest payment date to the sale date must be treated as interest income rather than as an amount realized upon the sale. Accordingly, a U.S. Holder that sells such a debt security between interest payment dates would be required to recognize interest income and, in certain circumstances, would recognize a capital loss (the deductibility of which is subject to limitations) on the sale of the debt security. Concurrently, a U.S. Holder that purchases such a debt security between interest payment dates would not be required to include in income that portion of any interest payment received that is attributable to interest that accrued prior to the purchase. Such payment is treated as a return of capital which reduces the U.S. Holder's remaining cost basis in the debt security. However, interest that accrues after the purchase date is included in income in the year received or accrued (depending on the U.S. Holder's accounting method). U.S. Holders that purchase such debt securities between interest

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payment dates should consult their own tax advisors concerning such holder's adjusted tax basis in the debt security and whether such debt securities should be treated as having been purchased with market discount, as described above.

Short-Term Debt Securities. Some of our debt securities may be issued with maturities of one year or less from the date of issue, which we refer to as short-term debt securities. Treasury regulations provide that no payments of interest on a short-term debt security are treated as qualified stated interest. Accordingly, in determining the amount of discount on a short-term debt security, all interest payments, including stated interest, are included in the short-term debt security's stated redemption price at maturity.

In general, individual and certain other U.S. Holders using the cash basis method of tax accounting are not required to include accrued discount on short-term debt securities in income currently unless they elect to do so, but they may be required to include any stated interest in income as the interest is received. However, a cash basis U.S. Holder will be required to treat any gain realized on a sale, exchange, or retirement of the short-term debt security as ordinary income to the extent such gain does not exceed the discount accrued with respect to the short-term debt security, which will be determined on a straight-line basis unless the holder makes an election to accrue the discount under the constant-yield method, through the date of sale or retirement. In addition, a cash basis U.S. Holder that does not elect to currently include accrued discount in income will not be allowed to deduct any of the interest paid or accrued on any indebtedness incurred or maintained to purchase or carry a short-term debt security (in an amount not exceeding the deferred income), but instead will be required to defer deductions for such interest until the deferred income is realized upon the maturity of the short-term debt security or its earlier disposition in a taxable transaction. Notwithstanding the foregoing, a cash-basis U.S. Holder of a short-term debt security may elect to include accrued discount in income on a current basis. If this election is made, the limitation on the deductibility of interest described above will not apply.

A U.S. Holder using the accrual method of tax accounting and some cash basis holders (including banks, securities dealers, regulated investment companies, and certain trust funds) generally will be required to include accrued discount on a short-term debt security in income on a current basis, on either a straight-line basis or, at the election of the holder, under the constant-yield method based on daily compounding.

Regardless of whether a U.S. Holder is a cash-basis or accrual-basis holder, the holder of a short-term debt security may elect to include accrued "acquisition discount" with respect to the short-term debt security in income on a current basis. Acquisition discount is the excess of the remaining redemption amount of the short-term debt security at the time of acquisition over the purchase price. Acquisition discount will be treated as accruing on a straight-line basis or, at the election of the holder, under a constant yield method based on daily compounding. If a U.S. Holder elects to include accrued acquisition discount in income, the rules for including OID will not apply. In addition, the market discount rules described above will not apply to short-term debt securities.

Sale, Exchange, or Retirement of Debt Securities. Upon the sale, exchange, retirement, or other disposition of a debt security, a U.S. Holder will recognize gain or loss equal to the difference between the amount realized upon the sale, exchange, retirement, or other disposition (less an amount equal to any accrued interest not previously included in income if the debt security is disposed of between interest payment dates, which will be included in income as interest income for U.S. federal income tax purposes) and the U.S. Holder's adjusted tax basis in the debt security. The amount realized by the U.S. Holder will include the amount of any cash and the fair market value of any other property received for the debt security. A U.S. Holder's adjusted tax basis in a debt security generally will be the cost of the debt security to such U.S. Holder, increased by any OID, market discount, de minimis OID, de minimis market discount, or any discount with respect to a

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short-term debt security previously included in income with respect to the debt security, and decreased by the amount of any premium previously amortized to reduce interest on the debt security and the amount of any payment (other than a payment of qualified stated interest) received in respect of the debt security.

Except as discussed above with respect to market discount, or as described below with respect to debt securities subject to contingencies and Non-U.S. Dollar Denominated Debt Securities, gain or loss realized on the sale, exchange, retirement, or other disposition of a debt security generally will be capital gain or loss and will be long-term capital gain or loss if the debt security has been held for more than one year. Net long-term capital gain recognized by an individual U.S. Holder is generally taxed at preferential rates. The ability of U.S. Holders to deduct capital losses is subject to limitations under the Code.

Reopenings. Treasury regulations provide specific rules regarding whether additional debt instruments issued in a reopening will be considered part of the same issue, with the same issue price and yield to maturity, as the original debt instruments for U.S. federal income tax purposes. Except as provided otherwise in an applicable supplement, we expect that additional debt securities issued by us in any reopening will be issued such that they will be considered part of the original issuance to which they relate.

Debt Securities Subject to Contingencies. Certain of the debt securities may provide for an alternative payment schedule or schedules applicable upon the occurrence of a contingency or contingencies, other than a remote or incidental contingency, whether such contingency relates to payments of interest or of principal. In addition, certain of the debt securities may contain provisions permitting them to be redeemed prior to their stated maturity at our option and/or at the option of the holder. Debt securities containing these features may be characterized as “contingent payment debt instruments” for U.S. federal income tax purposes.

If the debt securities are properly characterized as contingent payment debt instruments for U.S. federal income tax purposes, such debt securities generally will be subject to Treasury regulations governing contingent payment debt instruments. Under those regulations, a U.S. Holder will be required to report OID or interest income based on a “comparable yield” and a “projected payment schedule,” both as described below, established by us for determining interest accruals and adjustments with respect to a note. A U.S. Holder which does not use the “comparable yield” and follow the “projected payment schedule” to calculate its OID and interest income on a debt security must timely disclose and justify the use of other estimates to the IRS.

A “comparable yield” with respect to a debt security generally is the yield at which we could issue a fixed-rate debt instrument with terms similar to those of the debt security (taking into account for this purpose the level of subordination, term, timing of payments, and general market conditions, but ignoring any adjustments for liquidity or the riskiness of the contingencies with respect to the debt security). Notwithstanding the foregoing, a comparable yield must not be less than the applicable U.S. federal rate based on the overall maturity of the debt security.

A “projected payment schedule” with respect to a debt security generally is a series of projected payments, the amount and timing of which would produce a yield to maturity on that debt security equal to the comparable yield. This projected payment schedule will consist of a projection for tax purposes of each non-contingent and contingent payment.

Based on the comparable yield and the projected payment schedule of the debt securities, a U.S. Holder of a note (regardless of accounting method) generally will be required to accrue as OID the sum of the daily portions of interest on the debt security for each day in the taxable year on which the holder held the debt security, adjusted upward or downward to reflect the difference, if

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any, between the actual and projected amount of any contingent payments on the debt security, as set forth below. The daily portions of interest for a debt security are determined by allocating to each day in an accrual period the ratable portion of interest on the debt security that accrues in the accrual period. The amount of interest on the debt security that accrues in an accrual period is the product of the comparable yield on the debt security (adjusted to reflect the length of the accrual period) and the adjusted issue price of the debt security at the beginning of the accrual period. The adjusted issue price of a debt security at the beginning of the first accrual period will equal its issue price (as described above). For any subsequent accrual period, the adjusted issue price will be (i) the sum of the issue price of the debt security and any interest previously accrued on the debt security by a holder (without regard to any positive or negative adjustments, described below) minus (ii) the amount of any projected payments on the debt security for previous accrual periods.

A U.S. Holder of a debt security generally will be required to include in income OID in excess of actual cash payments received for certain taxable years. A U.S. Holder will be required to recognize interest income equal to the amount of any positive adjustment for a debt security for the taxable year in which a contingent payment is paid (including a payment of interest at maturity). A positive adjustment is the excess of actual payments in respect of contingent payments over the projected amount of contingent payments. A U.S. Holder also will be required to account for any “negative adjustment” for a taxable year in which a contingent payment is paid. A negative adjustment is the excess of the projected amounts of contingent payments over actual payments in respect of the contingent payments. A net negative adjustment is the amount by which total negative adjustments in a taxable year exceed total positive adjustments in such taxable year. A net negative adjustment (i) will first reduce the amount of interest for the debt security that a U.S. Holder would otherwise be required to include in income in the taxable year, and (ii) to the extent of any excess, will result in an ordinary loss equal to that portion of the excess as does not exceed the excess of (a) the amount of all previous interest inclusions under the debt security over (b) the total amount of the U.S. Holder’s net negative adjustments treated as ordinary loss on the note in prior taxable years. A net negative adjustment is not subject to the 2% floor limitation imposed on miscellaneous deductions under Section 67 of the Code. Any net negative adjustment in excess of the amounts described above in (i) and (ii) will be carried forward to offset future interest income on the debt security or to reduce the amount realized on a sale, exchange, retirement or other disposition of the debt security and, in the case of a payment at maturity, should result in a capital loss. The deductibility of capital losses by a U.S. Holder is subject to limitations.

If a contingent payment becomes fixed (within the meaning of applicable Treasury regulations) more than six months before its due date, a positive or negative adjustment, as appropriate, is made to reflect the difference between the present value of the amount that is fixed and the present value of the projected amount. The present value of each amount is determined by discounting the amount from the date the payment is due to the date the payment becomes fixed, using a discount rate equal to the comparable yield. If all contingent payments on the debt security become fixed, substantially contemporaneously, applicable Treasury regulations provide that, with regard to contingent payments that become fixed on a day that is more than six months before their due date, U.S. Holders should take into account positive or negative adjustments in respect of such contingent payments over the period to which they relate in a reasonable manner. U.S. Holders should consult their tax advisors as to what would be a “reasonable manner” in their particular situation.

We expect that the applicable pricing supplement will include a table that sets forth the following information with respect to the principal amount of the debt securities for each of the applicable accrual periods through the maturity date of the debt securities: (i) the amount of interest deemed to have accrued during the accrual period, and (ii) the total amount of interest deemed to have accrued from the original issue date through the end of the accrual period. The

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table will be based upon a projected payment schedule and a comparable yield. The comparable yield will be determined based upon market conditions as of the date of the applicable pricing supplement. The comparable yield is likely to change between the date of any preliminary pricing supplement and the date of the related final pricing supplement. Therefore, the projected payment schedule included in any preliminary pricing supplement will be subject to change. We will determine the actual projected payment schedule and the actual comparable yield on the pricing date. Any tax accrual table included in a preliminary pricing supplement will be revised, and the revised table will be set forth in the final pricing supplement prepared in connection with the initial sale of the debt securities.

Upon a sale, exchange, retirement, or other disposition of a debt security prior to maturity, a U.S. Holder generally will recognize taxable gain or loss equal to the difference between the amount realized on the sale, exchange, retirement, or other disposition and that holder's tax basis in the debt security. A U.S. Holder's tax basis in a debt security generally will equal the cost of that debt security, increased by the amount of OID previously accrued by the holder for that debt security (without regard to any positive or negative adjustments) and reduced by any projected payments for previous periods on the debt securities. A U.S. Holder generally will treat any gain as interest income, and will treat any loss as ordinary loss to the extent of the excess of previous interest inclusions over the total negative adjustments previously taken into account as ordinary losses, and the balance as long-term or short-term capital loss depending upon the U.S. Holder's holding period for the debt security. The deductibility of capital losses by a U.S. Holder is subject to limitations.

U.S. Holders considering the purchase of debt securities with these features should carefully examine the applicable pricing supplement and should consult their own tax advisors regarding the U.S. federal income tax consequences to a U.S. Holder of the purchase, ownership and disposition of such debt securities.

Non-U.S. Dollar Denominated Debt Securities. Additional considerations apply to a U.S. Holder of a debt security payable in a currency other than U.S. dollars ("foreign currency").

We refer to these securities as Non-U.S. Dollar Denominated Debt Securities. In the case of payments of interest, U.S. Holders using the cash method of accounting for U.S. federal income tax purposes will be required to include in income the U.S. dollar value of the foreign currency payment on a Non-U.S. Dollar Denominated Debt Security (other than OID or market discount) when the payment of interest is received. The U.S. dollar value of the foreign currency payment is determined by translating the foreign currency received at the spot rate for such foreign currency on the date the payment is received, regardless of whether the payment is in fact converted to U.S. dollars at that time. The U.S. dollar value will be the U.S. Holder's tax basis in the foreign currency received. A U.S. Holder will not recognize foreign currency exchange gain or loss with respect to the receipt of such payment.

U.S. Holders using the accrual method of accounting for U.S. federal income tax purposes will be required to include in income the U.S. dollar value of the amount of interest income that has accrued and is otherwise required to be taken into account with respect to a Non-U.S. Dollar Denominated Debt Security during an accrual period. The U.S. dollar value of the accrued income will be determined by translating the income at the average rate of exchange for the accrual period or, with respect to an accrual period that spans two taxable years, at the average rate for the partial period within the taxable year. A U.S. Holder may elect, however, to translate the accrued interest income using the exchange rate on the last day of the accrual period or, with respect to an accrual period that spans two taxable years, using the exchange rate on the last day of the taxable year. If the last day of an accrual period is within five business days of the date of receipt of the

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accrued interest, a U.S. Holder may translate the interest using the exchange rate on the date of receipt. The above election will apply to all other debt obligations held by the U.S. Holder and may not be changed without the consent of the IRS. U.S. Holders should consult their own tax advisors before making the above election. Upon receipt of an interest payment (including, upon the sale of the debt security, the receipt of proceeds which include amounts attributable to accrued interest previously included in income), the holder will recognize foreign currency exchange gain or loss in an amount equal to the difference between the U.S. dollar value of such payment (determined by translating the foreign currency received at the spot rate for such foreign currency on the date such payment is received) and the U.S. dollar value of the interest income previously included in income with respect to such payment. This gain or loss will be treated as ordinary income or loss.

OID on a debt security that is also a Non-U.S. Dollar Denominated Debt Security will be determined for any accrual period in the applicable foreign currency and then translated into U.S. dollars, in the same manner as interest income accrued by a holder on the accrual basis, as described above (regardless of such holder's regular method of accounting). A U.S. Holder will recognize foreign currency exchange gain or loss when OID is paid (including, upon the sale of such debt security, the receipt of proceeds which include amounts attributable to OID previously included in income) to the extent of the difference between the U.S. dollar value of such payment (determined by translating the foreign currency received at the spot rate for such foreign currency on the date such payment is received) and the U.S. dollar value of the accrued OID (determined in the same manner as for accrued interest). For these purposes, all receipts on a debt security will be viewed: (i) first, as the receipt of any stated interest payment called for under the terms of the debt security, (ii) second, as receipts of previously accrued OID (to the extent thereof), with payments considered made for the earliest accrual periods first, and (iii) third, as the receipt of principal.

The amount of market discount on Non-U.S. Dollar Denominated Debt Securities includible in income generally will be determined by translating the market discount determined in the foreign currency into U.S. dollars at the spot rate on the date the Non-U.S. Dollar Denominated Debt Security is retired or otherwise disposed of. If a U.S. Holder elected to accrue market discount currently, then the amount which accrues is determined in the foreign currency and then translated into U.S. dollars on the basis of the average exchange rate in effect during such accrual period. A U.S. Holder will recognize foreign currency exchange gain or loss with respect to market discount which is accrued currently using the approach applicable to the accrual of interest income as described above.

Amortizable bond premium on a Non-U.S. Dollar Denominated Debt Security will be computed in the applicable foreign currency. If a U.S. Holder elected to amortize the premium, the amortizable bond premium will reduce interest income in the applicable foreign currency. At the time bond premium is amortized, foreign currency exchange gain or loss will be realized based on the difference between spot rates at such time and the time of acquisition of the Non-U.S. Dollar Denominated Debt Security. If a U.S. Holder does not elect to amortize bond premium, the bond premium computed in the foreign currency must be translated into U.S. dollars at the spot rate on the maturity date and such bond premium will constitute a capital loss which may be offset or eliminated by foreign currency exchange gain.

If a U.S. Holder purchases a Non-U.S. Dollar Denominated Debt Security with previously owned foreign currency, foreign currency exchange gain or loss (which will be treated as ordinary income or loss) will be recognized in an amount equal to the difference, if any, between the tax basis in the foreign currency and the U.S. dollar fair market value of the foreign currency used to purchase the Non-U.S. Dollar Denominated Debt Security, determined on the date of purchase.

Upon the sale, exchange, retirement, or other taxable disposition of a Non-U.S. Dollar Denominated Debt Security, a U.S. Holder will recognize gain or loss equal to the difference

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between the amount realized upon the sale, exchange, retirement, or other disposition (less an amount equal to any accrued and unpaid interest not previously included in income, which will be treated as a payment of interest for U.S. federal income tax purposes) and the adjusted tax basis in the Non-U.S. Dollar Denominated Debt Security. The adjusted tax basis in a Non-U.S. Dollar Denominated Debt Security will equal the amount paid for the Non-U.S. Dollar Denominated Debt Security, increased by the amounts of any market discount or OID previously included in income with respect to the Non-U.S. Dollar Denominated Debt Security and reduced by any amortized acquisition or other premium and any principal payments received in respect of the Non-U.S. Dollar Denominated Debt Security. The amount of any payment in or adjustments measured by foreign currency will be equal to the U.S. dollar value of the foreign currency on the date of the purchase or adjustment. The amount realized will be based on the U.S. dollar value of the foreign currency on the date the payment is received or the Non-U.S. Dollar Denominated Debt Security is disposed of (or deemed disposed of as a result of a material change in the terms of the debt security). If, however, a Non-U.S. Dollar Denominated Debt Security is traded on an established securities market and the U.S. Holder uses the cash basis method of tax accounting, the U.S. dollar value of the amount realized will be determined by translating the foreign currency payment at the spot rate of exchange on the settlement date of the purchase or sale. A U.S. Holder that uses the accrual basis method of tax accounting may elect the same treatment with respect to the purchase and sale of Non-U.S. Dollar Denominated Debt Securities traded on an established securities market, provided that the election is applied consistently.

Except with respect to market discount as discussed above, and the foreign currency rules discussed below, gain or loss recognized upon the sale, exchange, retirement, or other taxable disposition of a Non-U.S. Dollar Denominated Debt Security will be capital gain or loss and will be long-term capital gain or loss if at the time of sale, exchange, retirement, or other disposition, the Non-U.S. Dollar Denominated Debt Security has been held for more than one year. Net long-term capital gain recognized by an individual U.S. Holder is generally taxed at preferential rates. The ability of U.S. Holders to deduct capital losses is subject to limitations under the Code.

A portion of the gain or loss with respect to the principal amount of a Non-U.S. Dollar Denominated Debt Security may be treated as foreign currency exchange gain or loss. Foreign currency exchange gain or loss will be treated as ordinary income or loss. For these purposes, the principal amount of the Non-U.S. Dollar Denominated Debt Security is the purchase price for the Non-U.S. Dollar Denominated Debt Security calculated in the foreign currency on the date of purchase, and the amount of exchange gain or loss recognized is equal to the difference between (i) the U.S. dollar value of the principal amount determined on the date of the sale, exchange, retirement or other disposition of the Non-U.S. Dollar Denominated Debt Security and (ii) the U.S. dollar value of the principal amount determined on the date the Non-U.S. Dollar Denominated Debt Security was purchased. The amount of foreign currency exchange gain or loss will be limited to the amount of overall gain or loss realized on the disposition of the Non-U.S. Dollar Denominated Debt Security.

The tax basis in foreign currency received as interest on a Non-U.S. Dollar Denominated Debt Security will be the U.S. dollar value of the foreign currency determined at the spot rate in effect on the date the foreign currency is received. The tax basis in foreign currency received on the sale, exchange, retirement, or other disposition of a Non-U.S. Dollar Denominated Debt Security will be equal to the U.S. dollar value of the foreign currency, determined at the time of the sale, exchange, retirement or other disposition. As discussed above, if the Non-U.S. Dollar Denominated Debt Securities are traded on an established securities market, a cash basis U.S. Holder (or, upon election, an accrual basis U.S. Holder) will determine the U.S. dollar value of the foreign currency by translating the foreign currency received at the spot rate of exchange on the settlement date of the sale, exchange, retirement, or other disposition. Accordingly, in such case, no foreign currency

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exchange gain or loss will result from currency fluctuations between the trade date and settlement date of a sale, exchange, retirement, or other disposition. Any gain or loss recognized on a sale, exchange, retirement, or other disposition of foreign currency (including its exchange for U.S. dollars or its use to purchase debt securities) will be ordinary income or loss.

Special rules may apply to Non-U.S. Dollar Denominated Debt Securities that are also treated as contingent payment debt instruments. For the special treatment, if any, of Non-U.S. Dollar Denominated Debt Securities that are also contingent payment debt securities, see the applicable supplement.

Additional Medicare Tax on Unearned Income. With respect to taxable years beginning after December 31, 2012, certain U.S. Holders, including individuals, estates and trusts, will be subject to an additional 3.8% Medicare tax on unearned income. For individual U.S. Holders, the additional Medicare tax applies to the lesser of (i) “net investment income” or (ii) the excess of “modified adjusted gross income” over \$200,000 (\$250,000 if married and filing jointly or \$125,000 if married and filing separately). “Net investment income” generally equals the taxpayer’s gross investment income reduced by the deductions that are allocable to such income. Investment income generally includes passive income such as interest and capital gains. U.S. Holders are urged to consult their own tax advisors regarding the implications of the additional Medicare tax resulting from an investment in the debt securities.

Consequences to Non-U.S. Holders

The following is a summary of the material U.S. federal income tax consequences that will apply to Non-U.S. Holders of debt securities. Non-U.S. Holders should consult their own tax advisors regarding the U.S. and non-U.S. tax considerations of acquiring, holding, and disposing of debt securities.

Payments of Interest. Under current U.S. federal income tax law and subject to the discussion below concerning backup withholding, principal (and premium, if any) and interest payments, including any OID, that are received from us or our agent and that are not effectively connected with the conduct by the Non-U.S. Holder of a trade or business within the United States, or a permanent establishment maintained in the United States if certain tax treaties apply, generally will not be subject to U.S. federal income or withholding tax except as provided below. Interest, including any OID, may be subject to a 30% withholding tax (or less under an applicable treaty, if any) if:

- a Non-U.S. Holder actually or constructively owns 10% or more of the total combined voting power of all classes of our stock entitled to vote;
- a Non-U.S. Holder is a “controlled foreign corporation” for U.S. federal income tax purposes that is related to us (directly or indirectly) through stock ownership;
- a Non-U.S. Holder is a bank extending credit under a loan agreement in the ordinary course of its trade or business;
- the interest payments on the debt security are determined by reference to the income, profits, changes in the value of property or other attributes of the debtor or a related party (other than payments that are based on the value of a security or index of securities that are, and will continue to be, actively traded within the meaning of Section 1092(d) of the Code, and that are not nor will be a “United States real property interest” as described in Section 897(c)(1) or 897(g) of the Code); or

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- the Non-U.S. Holder does not satisfy the certification requirements described below.

A Non-U.S. Holder generally will satisfy the certification requirements if either: (A) the Non-U.S. Holder certifies to us or our agent, under penalties of perjury, that it is a non-United States person and provides its name and address (which certification may generally be made on an IRS Form W-8BEN, or a successor form), or (B) a securities clearing organization, bank, or other financial institution that holds customer securities in the ordinary course of its trade or business (a “financial institution”) and holds the debt security certifies to us or our agent under penalties of perjury that either it or another financial institution has received the required statement from the Non-U.S. Holder certifying that it is a non-United States person and furnishes us with a copy of the statement.

Payments not meeting the requirements set forth above and thus subject to withholding of U.S. federal income tax may nevertheless be exempt from withholding (or subject to withholding at a reduced rate) if the Non-U.S. Holder provides us with a properly executed IRS Form W-8BEN (or successor form) claiming an exemption from, or reduction in, withholding under the benefit of a tax treaty, or IRS Form W-8ECI (or other applicable form) stating that interest paid on the debt securities is not subject to withholding tax because it is effectively connected with the conduct of a trade or business within the United States as discussed below. To claim benefits under an income tax treaty, a Non-U.S. Holder must obtain a taxpayer identification number and certify as to its eligibility under the appropriate treaty’s limitations on benefits article. In addition, special rules may apply to claims for treaty benefits made by Non-U.S. Holders that are entities rather than individuals. A Non-U.S. Holder that is eligible for a reduced rate of U.S. federal withholding tax pursuant to an income tax treaty may obtain a refund of any excess amounts withheld by filing an appropriate claim for refund with the IRS.

Additional Payments. If the amount or timing of any payments on a debt security is contingent, the interest payments on the debt security may be treated as “contingent interest” under Section 871(h)(4) of the Code, in which case such interest may not be eligible for the exemption from U.S. federal income and withholding tax, as described above (other than for a holder that otherwise claims an exemption from, or reduction in, withholding under the benefit of an income tax treaty). In certain circumstances, if specified in the applicable supplement, we will pay to a Non-U.S. Holder of any debt security additional amounts to ensure that every net payment on that debt security will not be less, due to the payment of U.S. federal withholding tax, than the amount then otherwise due and payable. See “Description of Debt Securities— Payment of Additional Amounts” above. However, because the likelihood that such payments will be made is remote, we do not believe that, because of these potential additional payments, the interest on the debt securities should be treated as contingent interest.

Sale, Exchange, or Retirement of Debt Securities. A Non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax on any capital gain or market discount realized on the sale, exchange, retirement, or other disposition of debt securities, provided that: (a) the gain is not effectively connected with the conduct of a trade or business within the United States, or a permanent establishment maintained in the United States if certain tax treaties apply, (b) in the case of a Non-U.S. Holder that is an individual, the Non-U.S. Holder is not present in the United States for 183 days or more in the taxable year of the sale, exchange, or other disposition of the debt security, and (c) the Non-U.S. Holder is not subject to tax pursuant to certain provisions of U.S. federal income tax law applicable to certain expatriates. An individual Non-U.S. Holder who is present in the United States for 183 days or more in the taxable year of sale, exchange, or other disposition of a debt security, and if certain other conditions are met, will be subject to U.S. federal income tax at a rate of 30% on the gain realized on the sale, exchange, or other disposition of such debt security.

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Income Effectively Connected with a Trade or Business within the United States If a Non-U.S. Holder of a debt security is engaged in the conduct of a trade or business within the United States and if interest (including any OID) on the debt security, or gain realized on the sale, exchange, or other disposition of the debt security, is effectively connected with the conduct of such trade or business (and, if certain tax treaties apply, is attributable to a permanent establishment maintained by the Non-U.S. Holder in the United States), the Non-U.S. Holder, although exempt from U.S. federal withholding tax (provided that the certification requirements discussed above are satisfied), generally will be subject to U.S. federal income tax on such interest (including any OID) or gain on a net income basis in the same manner as if it were a U.S. Holder. Non-U.S. holders should read the material under the heading “—Consequences to U.S. Holders,” for a description of the U.S. federal income tax consequences of acquiring, owning, and disposing of debt securities. In addition, if such Non-U.S. Holder is a foreign corporation, it may also be subject to a branch profits tax equal to 30% (or such lower rate provided by an applicable U.S. income tax treaty) of a portion of its earnings and profits for the taxable year that are effectively connected with its conduct of a trade or business in the United States, subject to certain adjustments.

Convertible, Renewable, Extendible, Indexed, and Other Debt Securities

Special U.S. federal income tax rules are applicable to certain other debt securities, including contingent Non-U.S. Dollar Denominated Debt Securities, debt securities that may be convertible into or exercisable or exchangeable for our common or preferred stock or other securities or debt or equity securities of one or more third parties, debt securities the payments on which are determined or partially determined by reference to any index and other debt securities that are subject to the rules governing contingent payment obligations which are not subject to the rules governing variable rate debt securities, any renewable and extendible debt securities and any debt securities providing for the periodic payment of principal over the life of the debt security. The material U.S. federal income tax considerations with respect to these debt securities will be discussed in the applicable supplement.

Backup Withholding and Information Reporting

In general, in the case of a U.S. Holder, other than certain exempt holders, we and other payors are required to report to the IRS all payments of principal, any premium, and interest on the debt security, and the accrual of OID on an OID debt security. In addition, we and other payors generally are required to report to the IRS any payment of proceeds of the sale of a debt security before maturity. Additionally, backup withholding generally will apply to any payments, including payments of OID, if a U.S. Holder fails to provide an accurate taxpayer identification number and certify that the taxpayer identification number is correct, the U.S. Holder is notified by the IRS that it has failed to report all interest and dividends required to be shown on its U.S. federal income tax returns or a U.S. Holder does not certify that it has not underreported its interest and dividend income.

In the case of a Non-U.S. Holder, backup withholding and information reporting will not apply to payments made if the Non-U.S. Holder provides the required certification that it is not a United States person, or the Non-U.S. Holder otherwise establishes an exemption, provided that the payor or withholding agent does not have actual knowledge or reason to know that the holder is a United States person, or that the conditions of any exemption are not satisfied. However, we and other payors are required to report payments of interest on the debt securities on IRS Form 1042-S even if the payments are not otherwise subject to information reporting requirements.

In addition, payments of the proceeds from the sale of a debt security to or through a foreign office of a broker or the foreign office of a custodian, nominee, or other dealer acting on behalf of a

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holder generally will not be subject to information reporting or backup withholding. However, if the broker, custodian, nominee, or other dealer is a United States person, the government of the United States or the government of any state or political subdivision of any state, or any agency or instrumentality of any of these governmental units, a controlled foreign corporation for U.S. federal income tax purposes, a foreign partnership that is either engaged in a trade or business within the United States or whose United States partners in the aggregate hold more than 50% of the income or capital interest in the partnership, a foreign person 50% or more of whose gross income for a certain period is effectively connected with a trade or business within the United States, or a United States branch of a foreign bank or insurance company, information reporting (but not backup withholding) generally will be required with respect to payments made to a holder unless the broker, custodian, nominee, or other dealer has documentation of the holder's foreign status and the broker, custodian, nominee, or other dealer has no reason to know or actual knowledge to the contrary.

Payment of the proceeds from a sale of a debt security to or through the United States office of a broker is subject to information reporting and backup withholding, unless the holder certifies as to its non-United States person status or otherwise establishes an exemption from information reporting and backup withholding.

Any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against a holder's U.S. federal income tax liability provided the required information is furnished to the IRS.

Taxation of Common Stock, Preferred Stock, and Depositary Shares

This subsection describes the material U.S. federal income tax consequences of the acquisition, ownership and disposition of the common stock, preferred stock and depositary shares offered in this prospectus.

Taxation of Holders of Depositary Shares

For U.S. federal income tax purposes, holders of depositary shares generally will be treated as if they were the holders of the preferred stock represented by such depositary shares. Accordingly, such holders will be entitled to take into account, for U.S. federal income tax purposes, income, and deductions to which they would be entitled if they were holders of such preferred stock, as described more fully below. Exchanges of preferred stock for depositary shares and depositary shares for preferred stock generally will not be subject to U.S. federal income taxation.

Consequences to U.S. Holders

The following is a summary of the material U.S. federal income tax consequences that will apply to U.S. Holders of our common stock, preferred stock, and depositary shares.

Distributions on Common Stock, Preferred Stock, and Depositary Shares. Distributions made to U.S. Holders out of our current or accumulated earnings and profits, as determined for U.S. federal income tax purposes, will be included in the income of a U.S. Holder as dividend income and will be subject to tax as ordinary income. Dividends received by an individual U.S. Holder in taxable years beginning before January 1, 2013 that constitute "qualified dividend income" are generally subject to tax at a maximum rate of 15% applicable to net long-term capital gains, provided that certain holding period and other requirements are met. Dividends received by a corporate U.S. Holder, except as described in the next subsection, generally will be eligible for the 70% dividends-received deduction.

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Distributions in excess of our current and accumulated earnings and profits will not be taxable to a U.S. Holder to the extent that the distributions do not exceed the U.S. Holder's adjusted tax basis in the shares, but rather will reduce the adjusted tax basis of such shares. To the extent that distributions in excess of our current and accumulated earnings and profits exceed the U.S. Holder's adjusted tax basis in the shares, such distributions will be included in income as capital gain. In addition, a corporate U.S. Holder will not be entitled to the dividends-received deduction on this portion of a distribution.

We will notify holders of our shares after the close of our taxable year as to the portions of the distributions attributable to that year that constitute ordinary income, qualified dividend income and nondividend distributions, if any.

Limitations on Dividends-Received Deduction. A corporate U.S. Holder may not be entitled to take the 70% dividends-received deduction in all circumstances. Prospective corporate investors in our common stock, preferred stock, or depositary shares should consider the effect of:

- Section 246A of the Code, which reduces the dividends-received deduction allowed to a corporate U.S. Holder that has incurred indebtedness that is "directly attributable" to an investment in portfolio stock, which may include our common stock, preferred stock, and depositary shares;
- Section 246(c) of the Code, which, among other things, disallows the dividends-received deduction in respect of any dividend on a share of stock that is held for less than the minimum holding period (generally, for common stock, at least 46 days during the 90 day period beginning on the date which is 45 days before the date on which such share becomes ex-dividend with respect to such dividend); and
- Section 1059 of the Code, which, under certain circumstances, reduces the basis of stock for purposes of calculating gain or loss in a subsequent disposition by the portion of any "extraordinary dividend" (as defined below) that is eligible for the dividends-received deduction.

Extraordinary Dividends. A corporate U.S. Holder will be required to reduce its tax basis (but not below zero) in our common stock, preferred stock, or depositary shares by the nontaxed portion of any "extraordinary dividend" if the stock was not held for more than two years before the earliest of the date such dividend is declared, announced, or agreed. Generally, the nontaxed portion of an extraordinary dividend is the amount excluded from income by operation of the dividends-received deduction. An extraordinary dividend generally would be a dividend that:

- in the case of common stock, equals or exceeds 10% of the corporate U.S. Holder's adjusted tax basis in the common stock, treating all dividends having ex-dividend dates within an 85 day period as one dividend; or
- in the case of preferred stock, equals or exceeds 5% of the corporate U.S. Holder's adjusted tax basis in the preferred stock, treating all dividends having ex-dividend dates within an 85 day period as one dividend; or
- exceeds 20% of the corporate U.S. Holder's adjusted tax basis in the stock, treating all dividends having ex-dividend dates within a 365 day period as one dividend.

In determining whether a dividend paid on stock is an extraordinary dividend, a corporate U.S. Holder may elect to substitute the fair market value of the stock for its tax basis for purposes of applying these tests if the fair market value as of the day before the ex-dividend date is established to the satisfaction of the Secretary of the Treasury. An extraordinary dividend also includes any

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amount treated as a dividend in the case of a redemption that is either non-pro rata as to all stockholders or in partial liquidation of the corporation, regardless of the stockholder's holding period and regardless of the size of the dividend. Any part of the nontaxed portion of an extraordinary dividend that is not applied to reduce the corporate U.S. Holder's tax basis as a result of the limitation on reducing its basis below zero would be treated as capital gain and would be recognized in the taxable year in which the extraordinary dividend is received.

Corporate U.S. Holders should consult with their own tax advisors with respect to the possible application of the extraordinary dividend provisions of the Code to the ownership or disposition of common stock, preferred stock, or depositary shares in their particular circumstances.

Sale, Exchange, or other Taxable Disposition. Upon the sale, exchange, or other taxable disposition of our common stock, preferred stock, or depositary shares (other than by redemption or repurchase by us), a U.S. Holder generally will recognize gain or loss equal to the difference between the amount realized upon the sale, exchange, or other taxable disposition and the U.S. Holder's adjusted tax basis in the shares. The amount realized by the U.S. Holder will include the amount of any cash and the fair market value of any other property received upon the sale, exchange, or other taxable disposition of the shares. A U.S. Holder's tax basis in a share generally will be equal to the cost of the share to such U.S. Holder, which may be adjusted for certain subsequent events (for example, if the U.S. Holder receives a nondividend distribution, as described above). Gain or loss realized on the sale, exchange, or other taxable disposition of our common stock, preferred stock, or depositary shares generally will be capital gain or loss and will be long-term capital gain or loss if the shares have been held for more than one year. Net long-term capital gain recognized by an individual U.S. Holder is generally taxed at preferential rates. The ability of U.S. Holders to deduct capital losses is subject to limitations under the Code.

Redemption or Repurchase of Common Stock, Preferred Stock, or Depositary Shares If we are permitted to and redeem or repurchase a U.S. Holder's common stock, preferred stock, or depositary shares, the redemption or repurchase generally would be a taxable event for U.S. federal income tax purposes. A U.S. Holder would be treated as if it had sold its shares if the redemption or repurchase:

- results in a complete termination of the U.S. holder's stock interest in us;
- is substantially disproportionate with respect to the U.S. Holder; or
- is not essentially equivalent to a dividend with respect to the U.S. Holder, in each case as determined under the Code.

In determining whether any of these tests has been met, shares of stock considered to be owned by a U.S. Holder by reason of certain constructive ownership rules set forth in Section 318 of the Code, as well as shares actually owned, must be taken into account.

If we redeem or repurchase a U.S. Holder's shares in a redemption or repurchase that meets one of the tests described above, the U.S. Holder generally would recognize taxable gain or loss equal to the sum of the amount of cash and fair market value of property (other than our stock or the stock of a successor to us) received less the U.S. Holder's tax basis in the shares redeemed or repurchased. This gain or loss generally would be long-term capital gain or capital loss if the shares have been held for more than one year.

If a redemption or repurchase does not meet any of the tests described above, a U.S. Holder generally will be taxed on the cash and fair market value of the property received as a dividend to the extent paid out of our current and accumulated earnings and profits. Any amount in excess of

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our current or accumulated earnings and profits would first reduce the U.S. holder's tax basis in the shares and thereafter would be treated as capital gain. If a redemption or repurchase is treated as a distribution that is taxable as a dividend, the U.S. Holder's tax basis in the redeemed or repurchased shares would be transferred to the remaining shares of our stock that the U.S. Holder owns, if any.

Special rules apply if we redeem our common stock, preferred stock, or depositary shares for our debt securities. We will discuss any special U.S. federal income tax considerations in the applicable supplement if we have the option to redeem our common stock, preferred stock, or depositary shares for our debt securities.

Additional Medicare Tax on Unearned Income. With respect to taxable years beginning after December 31, 2012, certain U.S. Holders, including individuals, estates and trusts, will be subject to an additional 3.8% Medicare tax on unearned income. For individual U.S. Holders, the additional Medicare tax applies to the lesser of (i) "net investment income" or (ii) the excess of "modified adjusted gross income" over \$200,000 (\$250,000 if married and filing jointly or \$125,000 if married and filing separately). "Net investment income" generally equals the taxpayer's gross investment income reduced by the deductions that are allocable to such income. Investment income generally includes passive income such as dividends and capital gains. U.S. Holders are urged to consult their own tax advisors regarding the implications of the additional Medicare tax resulting from an investment in the preferred stock, common stock, or depositary shares.

Consequences to Non-U.S. Holders

The following is a summary of the material U.S. federal income tax consequences that will apply to Non-U.S. Holders of our common stock, preferred stock, and depositary shares.

Distributions on Common Stock, Preferred Stock, and Depositary Shares. Distributions made to Non-U.S. Holders out of our current or accumulated earnings and profits, as determined for U.S. federal income tax purposes, and that is not effectively connected with the conduct by the Non-U.S. Holder of a trade or business within the United States, or a permanent establishment maintained in the United States if certain tax treaties apply, generally will be subject to U.S. federal income and withholding tax at a rate of 30% (or lower rate under an applicable treaty, if any). Payments subject to withholding of U.S. federal income tax may nevertheless be exempt from withholding (or subject to withholding at a reduced rate) if the Non-U.S. Holder provides us with a properly executed IRS Form W-8BEN (or successor form) claiming an exemption from, or reduction in, withholding under the benefit of a tax treaty, or IRS Form W-8ECI (or other applicable form) stating that a dividend paid on our shares is not subject to withholding tax because it is effectively connected with the conduct of a trade or business within the United States, as discussed below.

To claim benefits under an income tax treaty, a Non-U.S. Holder must certify to us or our agent, under penalties of perjury, that it is a non-United States person and provide its name and address (which certification may generally be made on an IRS Form W-8BEN, or a successor form), obtain and provide a taxpayer identification number, and certify as to its eligibility under the appropriate treaty's limitations on benefits article. In addition, special rules may apply to claims for treaty benefits made by Non-U.S. Holders that are entities rather than individuals. A Non-U.S. Holder that is eligible for a reduced rate of U.S. federal withholding tax under an income tax treaty may obtain a refund of any excess amounts withheld by filing an appropriate claim for refund with the IRS.

Sale, Exchange, or other Taxable Disposition. A Non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax on any capital gain realized on the sale, exchange, or

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other taxable disposition of our common stock, preferred stock, or depositary shares, provided that: (a) the gain is not effectively connected with the conduct of a trade or business within the United States, or a permanent establishment maintained in the United States if certain tax treaties apply, (b) in the case of a Non-U.S. Holder that is an individual, the Non-U.S. Holder is not present in the United States for 183 days or more in the taxable year of the sale, exchange, or other disposition of the shares, (c) the Non-U.S. Holder is not subject to tax pursuant to certain provisions of U.S. federal income tax law applicable to certain expatriates, and (d) we are not nor have we been a “United States real property holding corporation” for U.S. federal income tax purposes. An individual Non-U.S. Holder who is present in the United States for 183 days or more in the taxable year of sale, exchange, or other disposition of our common stock, preferred stock, or depositary shares and if certain other conditions are met, will be subject to U.S. federal income tax at a rate of 30% on the gains realized on the sale, exchange, or other disposition of such shares.

We would not be treated as a “United States real property holding corporation” if less than 50% of our assets throughout a prescribed testing period consist of interests in real property located within the United States, excluding, for this purpose, interests in real property solely in a capacity as a creditor. Even if we are treated as a “United States real property holding corporation,” a Non-U.S. Holder’s sale of our common stock, preferred stock, or depositary shares nonetheless generally will not be subject to U.S. federal income or withholding tax, provided that (a) our stock owned is of a class that is “regularly traded,” as defined by applicable Treasury regulations, on an established securities market, and (b) the selling Non-U.S. Holder held, actually or constructively, 5% or less of our outstanding stock of that class at all times during the five-year period ending on the date of disposition.

To the extent we are or have been a “United States real property holding corporation” for U.S. federal income tax purposes and a Non-U.S. Holder held, directly or indirectly, at any time during the five-year period ending on the date of disposition, more than 5% of the class of stock and the non-U.S. Holder was not eligible for any treaty exemption, any gain on the sale of our common stock, preferred stock, or depositary shares would be treated as effectively connected with a trade or business within the United States, the treatment of which is described below, and the purchaser of the stock could be required to withhold 10% of the purchase price and remit such amount to the IRS.

We believe that we are not currently, and do not anticipate becoming, a “United States real property holding corporation” for U.S. federal income tax purposes.

Income Effectively Connected with a Trade or Business within the United States If a Non-U.S. Holder of our common stock, preferred stock, or depositary shares is engaged in the conduct of a trade or business within the United States and if dividends on the shares, or gain realized on the sale, exchange, or other disposition of the shares, are effectively connected with the conduct of such trade or business (and, if certain tax treaties apply, is attributable to a permanent establishment maintained by the Non-U.S. Holder in the United States), the Non-U.S. Holder, although exempt from U.S. federal withholding tax (provided that the certification requirements discussed above are satisfied), generally will be subject to U.S. federal income tax on such dividends or gain on a net income basis in the same manner as if it were a U.S. Holder. Non-U.S. Holders should read the material under the heading “—Consequences to U.S. Holders” above for a description of the U.S. federal income tax consequences of acquiring, owning, and disposing of our common stock, preferred stock, or depositary shares. In addition, if such Non-U.S. Holder is a foreign corporation, it may also be subject to a branch profits tax equal to 30% (or such lower rate provided by an applicable U.S. income tax treaty) of a portion of its earnings and profits for the taxable year that are effectively connected with its conduct of a trade or business in the United States, subject to certain adjustments.

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Backup Withholding and Information Reporting

In general, in the case of a U.S. Holder, other than certain exempt holders, we and other payors are required to report to the IRS all payments of dividends on our common stock, preferred stock, or depository shares. In addition, we and other payors generally are required to report to the IRS any payment of proceeds of the sale of common stock, preferred stock, or depository shares. Additionally, backup withholding generally will apply to any dividend payment and to proceeds received on a sale or exchange if a U.S. Holder fails to provide an accurate taxpayer identification number and certify that the taxpayer identification number is correct, the U.S. Holder is notified by the IRS that it has failed to report all dividends required to be shown on its U.S. federal income tax returns, or the U.S. Holder does not certify that it has not underreported its interest and dividend income.

In the case of a Non-U.S. Holder, backup withholding and information reporting will not apply to payments made if the Non-U.S. Holder provides the required certification that it is not a United States person, as described above, or the Non-U.S. Holder otherwise establishes an exemption, provided that the payor or withholding agent does not have actual knowledge or reason to know that the holder is a United States person, or that the conditions of any exemption are not satisfied.

In addition, payments of the proceeds from the sale of our common stock, preferred stock, or depository shares to or through a foreign office of a broker or the foreign office of a custodian, nominee, or other dealer acting on behalf of a holder generally will not be subject to information reporting or backup withholding. However, if the broker, custodian, nominee, or other dealer is a United States person, the government of the United States or the government of any state or political subdivision of any state, or any agency or instrumentality of any of these governmental units, a controlled foreign corporation for U.S. federal income tax purposes, a foreign partnership that is either engaged in a trade or business within the United States or whose United States partners in the aggregate hold more than 50% of the income or capital interest in the partnership, a foreign person 50% or more of whose gross income for a certain period is effectively connected with a trade or business within the United States, or a United States branch of a foreign bank or insurance company, information reporting (but not backup withholding) generally will be required with respect to payments made to a holder unless the broker, custodian, nominee, or other dealer has documentation of the holder's foreign status and the broker, custodian, nominee, or other dealer has no reason to know or actual knowledge to the contrary.

Payment of the proceeds from a sale of our common stock, preferred stock, or depository shares to or through the United States office of a broker is subject to information reporting and backup withholding, unless the holder certifies as to its non-United States person status or otherwise establishes an exemption from information reporting and backup withholding.

Any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against a holder's U.S. federal income tax liability provided the required information is furnished to the IRS.

Convertible Preferred Stock and Other Equity Securities

Special U.S. federal income tax rules are applicable to certain other of our equity securities, including preferred stock convertible into or exercisable or exchangeable for our common stock or other securities. The material U.S. federal income tax considerations with respect to these securities will be discussed in the applicable pricing supplement. Investors should consult with their own tax advisors regarding the specific U.S. federal income tax considerations with respect to these securities.

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Taxation of Warrants

The applicable supplement will contain a discussion of any special U.S. federal income tax considerations with respect to the acquisition, ownership and disposition of warrants offered in this prospectus, including any tax considerations relating to the specific terms of the warrants. Investors considering the purchase of warrants we are offering should carefully examine the applicable supplement regarding the special U.S. federal income tax considerations, if any, of the acquisition, ownership and disposition of the warrants.

Investors should consult with their own tax advisors regarding the U.S. federal income tax consequences and the tax consequences of any other taxing jurisdiction relating to the ownership and disposition of warrants we are offering in light of their investment or tax circumstances.

Taxation of Purchase Contracts

The applicable supplement will contain a discussion of any special U.S. federal income tax considerations with respect to the acquisition, ownership and disposition of purchase contracts offered in this prospectus, including any tax considerations relating to the specific terms of the purchase contracts. Investors considering the purchase of purchase contracts we are offering should carefully examine the applicable supplement regarding the special U.S. federal income tax considerations, if any, of the acquisition, ownership and disposition of the purchase contracts.

Investors should consult with their own tax advisors regarding the U.S. federal income tax consequences and the tax consequences of any other taxing jurisdiction relating to the ownership and disposition of the purchase contracts in light of their investment or tax circumstances.

Taxation of Units

The applicable supplement will contain a discussion of any special U.S. federal income tax considerations with respect to the acquisition, ownership and disposition of units that we are offering, including any tax considerations relating to the specific terms of the units. Investors considering the purchase of units that we are offering should carefully examine the applicable supplement regarding the special U.S. federal income tax consequences, if any, of the acquisition, ownership and disposition of the units.

Investors should consult with their own tax advisors regarding the U.S. federal income tax consequences and the tax consequences of any other taxing jurisdiction relating to the ownership and disposition of units comprised of two or more of the securities we are offering in light of their investment or tax circumstances.

Reportable Transactions

Applicable Treasury regulations require taxpayers that participate in “reportable transactions” to disclose their participation to the IRS by attaching Form 8886 to their U.S. federal tax returns and to retain a copy of all documents and records related to the transaction. In addition, “material advisors” with respect to such a transaction may be required to file returns and maintain records, including lists identifying investors in the transactions, and to furnish those records to the IRS upon demand. A transaction may be a “reportable transaction” based on any of several criteria, one or more of which may be present with respect to an investment in the securities that we are offering. Whether an investment in these securities constitutes a “reportable transaction” for any investor depends on the investor’s particular circumstances. The Treasury regulations provide that,

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in addition to certain other transactions, a “loss transaction” constitutes a “reportable transaction.” A “loss transaction” is any transaction resulting in the taxpayer claiming a loss under Section 165 of the Code, in an amount equal to or in excess of certain threshold amounts, subject to certain exceptions. The Treasury regulations specifically provide that a loss resulting from a “Section 988 transaction” will constitute a Section 165 loss, and certain exceptions will not be available if the loss from sale or exchange is treated as ordinary under Section 988. In general, certain securities issued in a foreign currency will be subject to the rules governing foreign currency exchange gain or loss. Therefore, losses realized with respect to such a security may constitute a Section 988 transaction, and a holder of such a security that recognizes exchange loss in an amount that exceeds the loss threshold amount applicable to that holder may be required to file Form 8886. Investors should consult their own tax advisors concerning any possible disclosure obligation they may have with respect to their investment in the securities that we are offering and should be aware that, should any “material advisor” determine that the return filing or investor list maintenance requirements apply to such a transaction, they would be required to comply with these requirements.

Foreign Account Tax Compliance Act

The Foreign Account Tax Compliance Act, enacted on March 18, 2010, will impose a 30% U.S. withholding tax on certain U.S. source payments, including interest (and OID), dividends, other fixed or determinable annual or periodical gain, profits, and income, and on the gross proceeds from a disposition of property of a type which can produce U.S. source interest or dividends (“Withholdable Payments”), if paid to a foreign financial institution, unless such institution enters into an agreement with Treasury to collect and provide to Treasury substantial information regarding U.S. account holders, including certain account holders that are foreign entities with U.S. owners, with such institution. The legislation also generally imposes a withholding tax of 30% on Withholdable Payments made to a non-financial foreign entity unless such entity provides the withholding agent with a certification that it does not have any substantial U.S. owners or a certification identifying the direct and indirect substantial U.S. owners of the entity.

In addition, under the Foreign Account Tax Compliance Act, “passthru payments” made by a foreign financial institution to “recalcitrant holders” or non-compliant foreign financial institutions are subject to a 30% U.S. withholding tax. A “recalcitrant holder” generally is a holder of an account with a foreign financial institution that fails to comply with reasonable requests for information that will help enable the relevant foreign financial institution to comply with its reporting requirements. A “passthru payment” is any Withholdable Payment or other payment (including non-U.S. source payments) to the extent attributable to any Withholdable Payment. The IRS has issued a notice indicating that a payment will be attributable to a Withholdable Payment to the extent of a percentage determined by dividing the sum of the foreign financial institution’s U.S. assets by the sum of the institution’s total assets, each as determined on certain testing dates. However, if the proposed Treasury regulations are finalized in their current form, a passthru payment will be any Withholdable Payment and any “foreign passthru payment,” which has yet to be defined.

These withholding and reporting requirements will generally apply to payments made after December 31, 2012; however, the withholding tax will not be imposed on payments pursuant to obligations outstanding as of March 18, 2012. Pursuant to proposed U.S. Treasury regulations, if finalized in their current form, the withholding tax will not be imposed on payments made under obligations outstanding on January 1, 2013. This exception from withholding does not apply to any preferred stock, depository shares, and common stock. In addition, the IRS has issued a notice indicating that withholding under the Foreign Account Tax Compliance Act will begin no earlier than January 1, 2014. Holders are urged to consult with their own tax advisors regarding the

possible implications of this recently enacted legislation on their investment in the debt securities, preferred stock, depositary shares, or common stock.

EU DIRECTIVE ON THE TAXATION OF SAVINGS INCOME

On July 1, 2005, a directive adopted by the European Union Council of Economic and Finance Ministers regarding the taxation of savings income payments came into effect. The directive obliges a member state of the European Union, ("EU"), to provide to the tax authorities of another EU member state details of payments of interest or other similar income payments made by a person (such as an issuer or paying agent) within its jurisdiction for the immediate benefit of an individual in that other EU member state (including certain payments secured for their benefit). However, Austria and Luxembourg have opted out of the above reporting requirements and are instead applying a special withholding tax for a transitional period in relation to such payments of interest. The withholding tax is currently imposed at the rate of 35%. Withholding tax is not applied if the individual presents a certificate in the required form from the tax authority of his or her EU member state of residence that confirms that the applicable tax authority is aware of the investment made abroad. This transitional period will terminate at the end of the first fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments.

Also with effect from July 1, 2005, a number of non-EU countries and certain dependent or associated territories of EU member states have adopted similar measures (either provision of information or transitional withholding) in relation to payments of interest or other similar income payments made by a person in that jurisdiction for the immediate benefit of an individual or to certain non-corporate entities in any EU member state. The EU member states have entered into reciprocal provision of information or transactional special withholding tax arrangements with certain of those dependent or associated territories. These apply in the same way as payments by persons in any EU member state to individuals of another EU member state.

On November 13, 2008, the European Commission proposed changes to the EU savings directive which extended its scope so that it applies to interest payments to certain intermediate persons or structures interposed between the person making the payment and the individual who is the beneficial owner of the interest. It is proposed that an EU member state intermediary that receives an interest payment be treated as a person making payment, so as to subject it to the exchange of information or withholding obligation in the EU savings directive. Further, it is proposed that an interest payment made to an intermediary established outside the EU be treated as a payment made directly to the individual beneficiary if the person making the payment knows that the individual beneficiary is EU resident.

PLAN OF DISTRIBUTION (CONFLICTS OF INTEREST)

We may sell the securities offered under this prospectus:

- through underwriters;
- through dealers;
- through agents; or
- directly to purchasers.

In addition, we may issue the securities as a dividend or distribution or in a subscription rights offering to our existing security holders.

The underwriters, dealers, or agents may include Merrill Lynch, Pierce, Fenner & Smith Incorporated (“MLPF&S”), or any of our other affiliates.

Each supplement relating to an offering of securities will state the terms of the offering, including:

- the names of any underwriters, dealers, or agents;
- the public offering or purchase price of the offered securities and the net proceeds that we will receive from the sale;
- any underwriting discounts and commissions or other items constituting underwriters’ compensation;
- any discounts, commissions, or fees allowed or paid to dealers or agents; and
- any securities exchange on which the offered securities may be listed.

Distribution Through Underwriters

We may offer and sell securities from time to time to one or more underwriters who would purchase the securities as principal for resale to the public, either on a firm commitment or best efforts basis. If we sell securities to underwriters, we will execute an underwriting agreement with them at the time of the sale and will name them in the applicable supplement. In connection with these sales, the underwriters may be deemed to have received compensation from us in the form of underwriting discounts and commissions. The underwriters also may receive commissions from purchasers of securities for whom they may act as agent. Unless we specify otherwise in the applicable supplement, the underwriters will not be obligated to purchase the securities unless the conditions set forth in the underwriting agreement are satisfied, and if the underwriters purchase any of the securities, they will be required to purchase all of the offered securities. The underwriters may acquire the securities for their own account and may resell the securities from time to time in one or more transactions, including negotiated transactions, at a fixed public offering price or varying prices determined at the time of sale. The underwriters may sell the offered securities to or through dealers, and those dealers may receive discounts, concessions, or commissions from the underwriters as well as from the purchasers for whom they may act as agent. Any initial public offering price and any discounts or concessions allowed or reallowed or paid to dealers may be changed from time to time.

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Distribution Through Dealers

We may offer and sell securities from time to time to one or more dealers who would purchase the securities as principal. The dealers then may resell the offered securities to the public at fixed or varying prices to be determined by those dealers at the time of resale. We will set forth the names of the dealers and the terms of the transaction in the applicable supplement.

Distribution Through Agents

We may offer and sell securities on a continuous basis through agents that become parties to an underwriting or distribution agreement. We will name any agent involved in the offer and sale, and describe any commissions payable by us in the applicable supplement. Unless we specify otherwise in the applicable supplement, the agent will be acting on a best efforts basis during the appointment period.

Direct Sales

We may sell directly to, and solicit offers from, institutional investors or others who may be deemed to be underwriters, as defined in the Securities Act of 1933, for any resale of the securities. We will describe the terms of any sales of this kind in the applicable supplement.

General Information

Underwriters, dealers, or agents participating in an offering of securities may be deemed to be underwriters, and any discounts and commissions received by them and any profit realized by them on resale of the offered securities for whom they act as agent, may be deemed to be underwriting discounts and commissions under the Securities Act of 1933.

We may offer to sell securities either at a fixed price or at prices that may vary, at market prices prevailing at the time of sale, at prices related to prevailing market prices, or at negotiated prices. Securities may be sold in connection with a remarketing after their purchase by one or more firms including our affiliates, acting as principal for their own accounts or as our agent.

In connection with an underwritten offering of the securities, the underwriters may engage in over-allotment, stabilizing transactions and syndicate covering transactions in accordance with Regulation M under the Securities Exchange Act of 1934. Over-allotment involves sales in excess of the offering size, which creates a short position for the underwriters. The underwriters may enter bids for, and purchase, securities in the open market in order to stabilize the price of the securities. Syndicate covering transactions involve purchases of the securities in the open market after the distribution has been completed in order to cover short positions. In addition, the underwriting syndicate may reclaim selling concessions allowed to an underwriter or a dealer for distributing the securities in the offering if the syndicate repurchases previously distributed securities in transactions to cover syndicate short positions, in stabilization transactions, or otherwise. These activities may cause the price of the securities to be higher than it would otherwise be. Those activities, if commenced, may be discontinued at any time.

Ordinarily, each issue of securities will be a new issue, and there will be no established trading market for any security other than our common stock prior to its original issue date. We may not list any particular series of securities on a securities exchange or quotation system. Any underwriters to whom or agents through whom the offered securities are sold for offering and sale may make a market in the offered securities. However, any underwriters or agents that make a

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market will not be obligated to do so and may stop doing so at any time without notice. We cannot assure you that there will be a liquid trading market for the offered securities.

If we offer securities in a subscription rights offering to our existing security holders, we may enter into a standby underwriting agreement with dealers, acting as standby underwriters. We may pay the standby underwriters a commitment fee for the securities they commit to purchase on a standby basis. If we do not enter into a standby underwriting arrangement, we may retain a dealer-manager to manage a subscription rights offering for us.

Under agreements entered into with us, underwriters and agents may be entitled to indemnification by us against certain civil liabilities, including liabilities under the Securities Act of 1933, or to contribution for payments the underwriters or agents may be required to make.

Although we expect that delivery of securities generally will be made against payment on or about the third business day following the date of any contract for sale, we may specify a longer settlement cycle in the applicable supplement. Under Rule 15c6-1 of the Securities Exchange Act of 1934, trades in the secondary market generally are required to settle in three business days, unless the parties to a trade expressly agree otherwise. Accordingly, if we have specified a longer settlement cycle in the applicable supplement for an offering of securities, purchasers who wish to trade those securities on the date of the contract for sale, or on one or more of the next succeeding business days as we will specify in the applicable supplement, will be required, by virtue of the fact that those securities will settle in more than T+3, to specify an alternative settlement cycle at the time of the trade to prevent a failed settlement and should consult their own advisors in connection with that election.

Market-Making Transactions by Affiliates

Following the initial distribution of securities, our affiliates, including MLPF&S, may buy and sell the securities in secondary market transactions as part of their business as broker-dealers. Resales of this kind may occur in the open market or may be privately negotiated, at prevailing market prices at the time of resale or at related or negotiated prices. This prospectus and any related supplements may be used by one or more of our affiliates in connection with these market-making transactions to the extent permitted by applicable law. Our affiliates may act as principal or agent in these transactions.

The aggregate initial offering price specified on the cover of the applicable supplement will relate to the initial offering of securities not yet issued as of the date of this prospectus. This amount does not include any securities to be sold in market-making transactions. The securities to be sold in market-making transactions include securities issued after the date of this prospectus.

Information about the trade and settlement dates, as well as the purchase price, for a market-making transaction will be provided to the purchaser in a separate confirmation of sale.

Unless we or our agent inform you in your confirmation of sale that the security is being purchased in its original offering and sale, you may assume that you are purchasing the security in a market-making transaction.

Conflicts of Interest

MLPF&S is our wholly-owned subsidiary, and unless otherwise set forth in the applicable supplement, we will receive the net proceeds of any offering in which MLPF&S participates as an underwriter, dealer or agent. The offer and sale of any securities by MLPF&S, or any of our other

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affiliates that is a member of the Financial Industry Regulatory Authority, Inc., or “FINRA,” will comply with the requirements of FINRA Rule 5121 regarding a FINRA member firm’s offer and sale of securities of an affiliate. As required by FINRA Rule 5121, any such offer and sale will not be made to any discretionary account without the prior approval of the customer.

The maximum commission or discount to be received by any FINRA member or independent broker-dealer will not be greater than 8% of the initial gross proceeds from the sale of any security being sold.

The underwriters, agents and their affiliates may engage in financial or other business transactions with us and our subsidiaries in the ordinary course of business.

In addition, in the ordinary course of their business activities, one or more of the underwriters, dealers or agents and/or their respective affiliates, may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. These investments and securities activities may involve securities and/or instruments of ours or our affiliates. These underwriters, dealers, agents, or their affiliates, that have a lending relationship with us routinely hedge their credit exposure to us consistent with their customary risk management policies. Typically, these parties would hedge such exposure to us by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, including potentially the securities offered hereby. Any such short positions could adversely affect future trading prices of the securities offered hereby. These broker-dealers or their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

ERISA CONSIDERATIONS

A fiduciary of a pension, profit-sharing or other employee benefit plan governed by the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), should consider the fiduciary standards of ERISA in the context of the ERISA plan’s particular circumstances before authorizing an investment in the offered securities of Bank of America. Among other factors, the fiduciary should consider whether such an investment is in accordance with the documents governing the ERISA plan and whether the investment is appropriate for the ERISA plan in view of its overall investment policy and diversification of its portfolio.

Certain provisions of ERISA and the Code, prohibit employee benefit plans (as defined in Section 3(3) of ERISA) that are subject to Title I of ERISA, plans described in Section 4975(e)(1) of the Code (including, without limitation, individual retirement accounts and Keogh Plans), and entities whose underlying assets include plan assets by reason of a plan’s investment in such entities (including, without limitation, as applicable, insurance company general accounts) (collectively, “plans”), from engaging in certain transactions involving “plan assets” with parties that are “parties in interest” under ERISA or “disqualified persons” under the Code with respect to the plan or entity (referred to as “prohibited transactions”). Governmental and other plans that are not subject to ERISA or to the Code may be subject to similar restrictions under state, federal or local law. Any employee benefit plan or other entity, to which such provisions of ERISA, the Code or similar law apply, proposing to acquire the offered securities should consult with its legal counsel.

Each of Bank of America Corporation and certain of its affiliates may be considered a “party in interest” or a “disqualified person” with respect to many plans. As a result, a prohibited transaction may arise if the securities are acquired by or on behalf of a plan unless those securities are acquired and held pursuant to an available exemption.

In addition, certain regulatory requirements applicable under ERISA could cause investments in certain offered securities by a plan (whether directly or indirectly) to be deemed to include not only the purchased securities but also an undivided interest in certain of the underlying assets of the relevant issuer. In the absence of an applicable exception to this general rule, the relevant issuer could be considered to hold a portion of the assets of the investing plan such that persons providing services in connection with such assets might be considered “parties in interest” or “disqualified persons” with respect to the investing plan and could be governed by the fiduciary responsibility provisions of Title I of ERISA and the prohibited transaction provisions referenced above. If this were the case, any discretionary actions undertaken by that person regarding those assets could be deemed to be a prohibited transaction under ERISA or the Code (e.g., the use of fiduciary authority or responsibility in circumstances under which that person has interests that may conflict with the interests of the investing plan and affect the exercise of that person’s best judgment as a fiduciary). Whether the underlying assets of an issuer of any offered securities would be considered to be the assets of any employee benefit plan investor will depend on the specific terms of such security, and a plan investor should look to the prospectus supplement for that particular security in order to make that determination.

The U.S. Department of Labor has issued five prohibited transaction class exemptions (“PTCEs”) that may provide exemptive relief for direct or indirect prohibited transactions resulting from or occurring in connection with the purchase or holding of these securities. Those class exemptions are PTCE 96-23 (for certain transactions determined by in-house asset managers), PTCE 95-60 (for certain transactions involving insurance company general accounts), PTCE 91-38 (for certain transactions involving bank collective investment funds), PTCE 90-1 (for certain transactions involving insurance company separate accounts) and PTCE 84-14 (for certain

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transactions determined by independent qualified professional asset managers). In addition, ERISA Section 408(b)(17) and Section 4975(d)(20) of the Code provide an exemption for the purchase and sale of securities and the related lending transactions, provided that neither the issuer of the securities nor any of its affiliates has or exercises any discretionary authority or control or renders any investment advice with respect to the assets of any plan involved in the transaction and provided further that the plan pays no more than adequate consideration in connection with the transaction (the so-called "Service Provider Exemption"). There can be no assurance that any of these class or statutory exemptions will be available with respect to transactions involving these securities.

Accordingly, unless otherwise provided in connection with a particular offering of securities, offered securities may not be purchased, held or disposed of by any plan or any other person investing "plan assets" of any plan that is subject to the prohibited transaction rules of ERISA or Section 4975 of the Code or other similar law, unless one of the following exemptions (or a similar exemption or exception acceptable to us) applies to such purchase, holding, and disposition: the Service Provider Exemption, PTCE 96-23, PTCE 95-60, PTCE 91-38, PTCE 90-1, or PTCE 84-14.

Unless otherwise provided in connection with a particular offering of securities, any purchaser of the offered securities or any interest therein will be deemed to have represented and warranted to us on each day including the date of its purchase of the offered securities through and including the date of disposition of such offered securities that either:

- (a) it is not a plan subject to Title I of ERISA or Section 4975 of the Code and is not purchasing such securities or interest therein on behalf of, or with "plan assets" of, any such plan;
- (b) its purchase, holding, and disposition of such securities are not and will not be prohibited because they are exempted by the Service Provider Exemption or one or more of the following prohibited transaction exemptions: PTCE 96-23, 95-60, 91-38, 90-1 or 84-14; or
- (c) it is a governmental plan (as defined in section 3 of ERISA) or other plan that is not subject to the provisions of Title I of ERISA or Section 4975 of the Code and its purchase, holding, and disposition of such securities are not otherwise prohibited.

In addition, any purchaser that is a plan or is acquiring the offered securities on behalf of a plan, including any fiduciary purchasing on behalf of a plan, will be deemed to have represented, in its corporate and its fiduciary capacity, by its purchase and holding of the offered securities that (a) neither we, the underwriter nor any of our respective affiliates (collectively the "Seller") is a "fiduciary" (under Section 3(21) of ERISA, or under any final or proposed regulations thereunder, or with respect to a governmental, church, or foreign plan under any similar laws) with respect to the acquisition, holding or disposition of the offered securities, or as a result of any exercise by the Seller of any rights in connection with the offered securities, (b) no advice provided by the Seller has formed a primary basis for any investment decision by or on behalf of such purchaser in connection with the offered securities and the transactions contemplated with respect to the securities, and (c) such purchaser recognizes and agrees that any communication from the Seller to the purchaser with respect to the offered securities is not intended by the Seller to be impartial investment advice and is rendered in its capacity as a seller of such offered securities and not a fiduciary to such purchaser.

Due to the complexity of these rules and the penalties imposed upon persons involved in prohibited transactions, it is important that any person considering the purchase of the offered securities with plan assets consult with its counsel regarding the consequences under ERISA and the

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Code, or other similar law, of the acquisition and ownership of offered securities and the availability of exemptive relief under the class exemptions listed above. The sale of the securities of Bank of America to a plan is in no respect a representation by Bank of America or the underwriters that such an investment meets all relevant legal requirements with respect to investments by plans generally or any particular plan, or that such an investment is appropriate for plans generally or any particular plan.

WHERE YOU CAN FIND MORE INFORMATION

We have filed a registration statement on Form S-3 with the SEC covering the securities to be offered and sold using this prospectus. You should refer to this registration statement and its exhibits for additional information about us. This prospectus summarizes material provisions of contracts and other documents that we refer you to. Because the prospectus may not contain all of the information that you may find important, you should review the full text of these documents, which we have included as exhibits to the registration statement.

We file annual, quarterly, and special reports, proxy statements and other information with the SEC. You may read and copy any document that we file with the SEC at the Public Reference Room of the SEC at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. You also may inspect our filings over the Internet at the SEC's website, www.sec.gov. The reports and other information we file with the SEC also are available at our website, www.bankofamerica.com. We have included the SEC's web address and our web address as inactive textual references only. Except as specifically incorporated by reference into this prospectus, information on those websites is not part of this prospectus.

You also can inspect reports and other information we file at the offices of The New York Stock Exchange LLC, 20 Broad Street, 17th Floor, New York, New York 10005.

The SEC allows us to incorporate by reference the information we file with it. This means that:

- incorporated documents are considered part of this prospectus;
- we can disclose important information to you by referring you to those documents; and
- information that we file with the SEC automatically will update and supersede this incorporated information and information in this prospectus.

We incorporate by reference the documents listed below which were filed with the SEC under the Securities Exchange Act of 1934:

- our annual report on Form 10-K for the year ended December 31, 2011;
- our current reports on Form 8-K or Form 8-K/A filed January 13, 2012, January 19, 2012, February 10, 2012, and March 16, 2012 (in each case, other than information that is furnished but deemed not to have been filed); and
- the description of our common stock which is contained in our registration statement filed under Section 12 of the Securities Exchange Act of 1934, as updated by our current reports on Form 8-K filed April 20, 2009, February 24, 2010, May 3, 2010, and September 1, 2011 and any other amendment or report filed for the purpose of updating such description.

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We also incorporate by reference reports that we will file under Sections 13(a), 13(c), 14, and 15(d) of the Securities Exchange Act of 1934 on or after the date of this prospectus, but not any information that we may furnish but that is not deemed to be filed.

You should assume that the information appearing in this prospectus is accurate only as of the date of this prospectus. Our business, financial position, and results of operations may have changed since that date.

You may request a copy of any filings referred to above (excluding exhibits), at no cost, by contacting us at the following address:

Bank of America Corporation
Fixed Income Investor Relations
100 North Tryon Street
Charlotte, North Carolina 28255-0065
1-866-607-1234

FORWARD-LOOKING STATEMENTS

We have included or incorporated by reference in this prospectus and the applicable supplements statements that may constitute “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. You may find these statements by looking for words such as “plan,” “believe,” “expect,” “intend,” “anticipate,” “estimate,” “project,” “potential,” “possible,” or other similar expressions, or future or conditional verbs such as “will,” “should,” “would,” and “could.”

All forward-looking statements, by their nature, are subject to risks and uncertainties. Our actual results may differ materially from those set forth in our forward-looking statements. As a large, international financial services company, we face risks that are inherent in the businesses and market places in which we operate. Information regarding important factors that could cause our future financial performance to vary from that described in our forward-looking statements is contained in our annual report on Form 10-K for the year ended December 31, 2011, which is incorporated by reference in this prospectus, under the captions “Item 1A. Risk Factors,” and “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations,” as well as those discussed in our subsequent filings that are incorporated in this prospectus by reference. See “Where You Can Find More Information” above for information about how to obtain a copy of our annual report.

You should not place undue reliance on any forward-looking statements, which speak only as of the dates they are made.

All subsequent written and oral forward-looking statements attributable to us or any person on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. Except to the extent required by applicable law or regulation, we undertake no obligation to update these forward-looking statements to reflect events or circumstances after the date of this prospectus or to reflect the occurrence of unanticipated events.

LEGAL MATTERS

The legality of the securities being registered will be passed upon for us by McGuireWoods LLP, Charlotte, North Carolina, and for the underwriters or agents by Morrison & Foerster LLP, New York, New York. Certain U.S. federal income tax matters will be passed upon for Bank of America by Morrison & Foerster LLP, New York, New York, special tax counsel to Bank of America. McGuireWoods LLP regularly performs legal services for us. Some members of McGuireWoods LLP performing those legal services own shares of our common stock.

EXPERTS

The consolidated financial statements and management's assessment of the effectiveness of internal control over financial reporting (which is included in the Report of Management on Internal Control Over Financial Reporting) incorporated in this prospectus by reference to our annual report on Form 10-K for the year ended December 31, 2011 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

PROSPECTUS



**Debt Securities, Warrants, Units, Purchase Contracts,
Preferred Stock, Depositary Shares, Common Stock,
Junior Subordinated Notes, and Guarantees**

BAC Capital Trust XVI
BAC Capital Trust XVII
BAC Capital Trust XVIII
BAC Capital Trust XIX
BAC Capital Trust XX

Trust Securities

We from time to time may offer to sell debt securities, warrants, purchase contracts, preferred stock, depositary shares representing fractional interests in preferred stock, common stock, junior subordinated notes, guarantees, or units comprised of two or more of these securities or securities of other entities, and any of the BAC Capital Trusts from time to time may offer to sell trust securities. The debt securities, warrants, purchase contracts, and preferred stock may be convertible into or exercisable or exchangeable for our common or preferred stock or for debt or equity securities of one or more other entities. We will describe the specific terms of any securities to be offered in supplements to this prospectus. You should read this prospectus and any applicable prospectus supplement carefully before you invest in the securities.

Our common stock is listed on the New York Stock Exchange under the symbol "BAC." In addition, our common stock is listed on the London Stock Exchange, and certain shares are listed on the Tokyo Stock Exchange.

We may use this prospectus in the initial sale of these securities. In addition, Merrill Lynch, Pierce, Fenner & Smith Incorporated, or any of our other affiliates, may use this prospectus in a market-making transaction in any of these securities or similar securities after their initial sale. Unless you are informed otherwise in the confirmation of sale, this prospectus is being used in a market-making transaction.

Our securities are unsecured. Our securities and the capital securities are not savings accounts, deposits, or other obligations of a bank, are not guaranteed by Bank of America, N.A. or any other bank, are not insured by the Federal Deposit Insurance Corporation or any other governmental agency, and may involve investment risks, including possible loss of principal.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

Prospectus dated March 30, 2012

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ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we and the Trusts filed with the Securities and Exchange Commission, or the “SEC,” utilizing a “shelf” registration process. Under this shelf process, from time to time, we and the Trusts, as applicable, may sell any combination of the securities described in this prospectus in one or more offerings.

Unless we indicate otherwise or unless the context requires otherwise, all references in this prospectus to “Bank of America,” “we,” “us,” “our,” or similar references are to Bank of America Corporation excluding its consolidated subsidiaries, and all references to a “Trust” or the “Trusts” are to any of the BAC Capital Trusts listed on the cover of this prospectus and to any similar entity that may be formed in the future.

THE ISSUERS

Bank of America’s headquarters is located at Bank of America Corporate Center, 100 North Tryon Street, 28255, and its telephone number is (704) 386-5681. The principal executive office of each Trust is c/o Bank of America Corporation, Corporate Treasury, Bank of America Corporate Center, 100 North Tryon Street, Charlotte, North Carolina 28255, telephone number (704) 386-5681.

USE OF PROCEEDS

We will set forth in the applicable prospectus supplement the intended use for the net proceeds received by us or a Trust for the sale of securities under this prospectus.

DESCRIPTION OF SECURITIES

We will set forth in the applicable prospectus supplement a description of the debt securities, warrants, purchase contracts, preferred stock, depositary shares, common stock, trust securities, junior subordinated notes, guarantees, or units that may be offered under this prospectus.

WHERE YOU CAN FIND MORE INFORMATION

We and the Trusts have filed a registration statement on Form S-3 with the SEC covering the securities to be offered and sold using this prospectus. You should refer to this registration statement and its exhibits for additional information about us, the Trusts and the securities being offered.

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We also file annual, quarterly and special reports, proxy statements and other information with the SEC. You may read and copy any document that we file with the SEC at the Public Reference Room of the SEC at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. You also may inspect our filings over the Internet at the SEC's website, www.sec.gov. The reports and other information we file with the SEC also are available at our website, www.bankofamerica.com.

We have included the SEC's web address and our web address as inactive textual references only. Except as specifically incorporated by reference into this prospectus, information on those websites is not part of this prospectus.

You also can inspect reports and other information we file at the offices of The New York Stock Exchange LLC, 20 Broad Street, 17th Floor, New York, New York 10005.

The SEC allows us to incorporate by reference the information we file with it. This means that:

- incorporated documents are considered part of this prospectus;
- we can disclose important information to you by referring you to those documents; and
- information that we file with the SEC automatically will update and supersede this incorporated information and information in this prospectus.

We incorporate by reference the documents listed below which were filed with the SEC under the Securities Exchange Act of 1934:

- our annual report on Form 10-K for the year ended December 31, 2011;
- our current reports on Form 8-K or Form 8-K/A filed January 13, 2012, January 19, 2012, February 10, 2012, and March 16, 2012 (in each case, other than information that is furnished but deemed not to have been filed); and
- the description of our common stock which is contained in our registration statement filed under Section 12 of the Securities Exchange Act of 1934, as updated by our current reports on Form 8-K filed April 20, 2009, February 24, 2010, May 3, 2010, and September 1, 2011 and any amendment or report filed for the purpose of updating such description.

We also incorporate by reference reports that we will file under Sections 13(a), 13(c), 14, and 15(d) of the Securities Exchange Act of 1934, on or after the date of this prospectus, but not any information that we may furnish but that is not deemed to be filed.

You should assume that the information appearing in this prospectus is accurate only as of the date of this prospectus. Our business, financial position and results of operations may have changed since that date.

You may request a copy of any filings referred to above (excluding exhibits), at no cost, by contacting us at the following address:

Bank of America Corporation
Fixed Income Investor Relations
100 North Tryon Street
Charlotte, North Carolina 28255-0065
1-866-607-1234

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There are no separate financial statement of the Trusts in this prospectus. We and the Trusts do not believe these financial statements would be material to holders of the capital securities because each Trust is a special purpose entity that will not have any independent operations other than issuing capital securities and common securities, holding our corresponding junior subordinated notes as trust assets, and other necessary or incidental activities as described in this prospectus or any applicable prospectus supplement. Furthermore, taken together, our obligations under each series of corresponding junior subordinated notes, the junior subordinated indenture under which the corresponding junior subordinated notes will be issued, the related declaration of trust, and the related guarantee provide, in the aggregate, a full, irrevocable and unconditional guarantee of payments of distributions and other amounts due on the related capital securities of a Trust. We do not expect any of the Trusts will be subject to the reporting requirements of the Securities Exchange Act of 1934.

FORWARD-LOOKING STATEMENTS

We have included or incorporated by reference in this prospectus and the accompanying prospectus supplement statements that may constitute “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. You may find these statements by looking for words such as “plan,” “believe,” “expect,” “intend,” “anticipate,” “estimate,” “project,” “potential,” “possible,” or other similar expressions, or future or conditional verbs such as “will,” “should,” “would,” and “could.”

All forward-looking statements, by their nature, are subject to risks and uncertainties. Our actual results may differ materially from those set forth in our forward-looking statements. As a large, international financial services company, we face risks that are inherent in the businesses and market places in which we operate. Information regarding important factors that could cause our future financial performance to vary from that described in our forward-looking statements is contained in our annual report on Form 10-K for the year ended December 31, 2011, which is incorporated in this prospectus by reference, under the captions “Item 1A. Risk Factors,” and “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations,” as well as those discussed in our subsequent filings that are incorporated in this prospectus by reference. See “Where You Can Find More Information” above for information about how to obtain a copy of our annual report.

You should not place undue reliance on any forward-looking statements, which speak only as of the dates they are made.

All subsequent written and oral forward-looking statements attributable to us or any person on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. Except to the extent required by applicable law or regulation, we undertake no obligation to update these forward-looking statements to reflect events or circumstances after the date of this prospectus or to reflect the occurrence of unanticipated events.

LEGAL MATTERS

The legality of Bank of America’s securities being registered will be passed upon for us by McGuireWoods LLP, Charlotte, North Carolina and for the underwriters or agents by Morrison & Foerster LLP, New York, New York. Certain matters of Delaware law relating to the validity of the trust securities being registered will be passed upon on behalf of the Trusts by Richards, Layton & Finger, P.A., special Delaware counsel to the Trusts. Certain U.S. federal income tax matters will be passed upon for Bank of America and the Trusts by Morrison & Foerster LLP, New York, New York.

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York, special tax counsel to Bank of America and the Trusts. McGuireWoods LLP and Morrison & Foerster LLP will rely on the opinion of Richards, Layton & Finger, P.A. as to matters of Delaware law. McGuireWoods LLP regularly performs legal services for Bank of America. Some members of McGuireWoods LLP performing those legal services own shares of Bank of America common stock.

EXPERTS

The consolidated financial statements and management's assessment of the effectiveness of internal control over financial reporting (which is included in the Report of Management on Internal Control Over Financial Reporting) incorporated in this prospectus by reference to our annual report on Form 10-K for the year ended December 31, 2011 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

PROSPECTUS



Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina 28255
(704) 386-5681

**Debt Securities, Preferred Stock, Depositary Shares
and Junior Subordinated Notes**

BAC Capital Trust I
BAC Capital Trust II
BAC Capital Trust III
BAC Capital Trust IV
BAC Capital Trust V
BAC Capital Trust VI
BAC Capital Trust VII
BAC Capital Trust VIII
BAC Capital Trust X
BAC Capital Trust XI
BAC Capital Trust XII
BAC Capital Trust XIII
BAC Capital Trust XIV
BAC Capital Trust XV
NB Capital Trust II
NB Capital Trust III
NB Capital Trust IV

**Trust Securities
guaranteed as set forth herein by**

Bank of America Corporation

Affiliates of Bank of America Corporation, including Merrill Lynch, Pierce, Fenner & Smith Incorporated, may use this prospectus in connection with offers and sales in the secondary market of outstanding debt securities, preferred stock, depositary shares, junior subordinated notes, trust securities or guarantees referenced herein. These affiliates may act as principal or agent in those transactions. Secondary market sales made by them will be made at prices related to market prices at the time of sale.

Our securities are unsecured. Our securities and the capital securities are not savings accounts, deposits, or other obligations of a bank, are not guaranteed by Bank of America, N.A. or any other bank, are not insured by the Federal Deposit Insurance Corporation or any other governmental agency, and may involve investment risks.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

Prospectus dated March 30, 2012

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ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement filed with the Securities and Exchange Commission, or the SEC, and is intended to describe certain outstanding securities previously issued by us and our predecessor companies and affiliated trusts.

This prospectus may be used by our affiliates, including Merrill Lynch, Pierce, Fenner & Smith Incorporated, in connection with offers and sales in the secondary market of the securities referenced in this prospectus. Any of our affiliates, including Merrill Lynch, Pierce, Fenner & Smith Incorporated, may act as a principal or agent in these transactions. Any affiliate that is a member of the Financial Industry Regulatory Authority, Inc., will conduct these offers and sales in compliance with the requirements of FINRA Rule 5121 regarding the offer and sale of securities of an affiliate. The transactions in the secondary market by our affiliates, including Merrill Lynch, Pierce, Fenner & Smith Incorporated, may occur in the open market or may be privately negotiated at prevailing market prices at the time of sale. Our affiliates do not have any obligation to make a market in the securities and may discontinue their market-making activities at any time without notice, in their sole discretion.

We will not receive any proceeds from the sale of securities offered by this prospectus.

In considering an investment in the securities offered by this prospectus, you should rely only on the information included or incorporated by reference in this prospectus or any supplement to this prospectus. We have not authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. The delivery of this prospectus, at any time, does not create any implication that there has been no change in our affairs since the date of this prospectus or that the information in this prospectus is correct as of any time subsequent to the date of this prospectus.

We are offering to sell these securities only in places where sales are permitted. This prospectus does not constitute an offer to sell or the solicitation of an offer to buy these securities in any jurisdiction in which such offer or solicitation is unlawful.

Unless otherwise indicated or unless the context requires otherwise, all references in this prospectus to “we,” “us,” “our,” or similar references are to Bank of America Corporation.

BANK OF AMERICA CORPORATION

Bank of America Corporation is a Delaware corporation, a bank holding company, and a financial holding company under the Gramm-Leach-Bliley Act. Our principal executive offices are located in the Bank of America Corporate Center, 100 North Tryon Street, Charlotte, North

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Carolina 28255 and our telephone number is (704) 386-5681. Through our banking and various nonbanking subsidiaries throughout the United States and in certain international markets, we provide a diversified range of banking and nonbanking financial services and products through six business segments: *Deposits, Card Services, Consumer Real Estate Services, Global Commercial Banking, Global Banking & Markets* and *Global Wealth & Investment Management*.

THE TRUSTS

Each of the trusts listed on the cover page of this prospectus, which we refer to as the Trusts, is a statutory trust organized under Delaware law. Additional information with respect to the Trusts may be found in the prospectuses and supplements thereto with respect to the capital securities issued by the Trusts referred to below and incorporated herein by reference. The principal executive office of each Trust is c/o Bank of America Corporation, Corporate Treasury, Bank of America Corporate Center, 100 North Tryon Street, Charlotte, North Carolina 28255, telephone number 704 (386-5681).

DESCRIPTION OF THE SECURITIES

The outstanding securities being offered by use of this prospectus consist of debt securities, preferred stock, depository shares, junior subordinated notes, purchase contracts, trust securities and guarantees previously issued and registered under the following registration statements: 333-175599; 333-158663; 333-155381; 333-153771; 333-152418; 333-133852; 333-130821; 333-123714; 333-112708; 333-104151; 333-97197; 333-97157; 333-83503; 333-70984; 333-65750; 333-51367; 333-47222; 333-18273; 333-16189; 333-15375; 333-13811; 333-07229; 33-63097; 33-57533; 33-49881; and 33-30717. The descriptions of the securities being offered hereby are contained in the prospectuses and supplements thereto that are included in the registration statements referred to above pursuant to which such securities initially were offered. The disclosure information in the prospectuses and all supplements thereto constituting part of the registration statements referred to above is incorporated by reference into this prospectus, except that information contained in such prospectuses and supplements thereto that (1) constitutes a description of Bank of America, or (2) incorporates by reference any information contained in our current or periodic reports filed with the SEC, are superseded by the information in this prospectus.

WHERE YOU CAN FIND MORE INFORMATION

We and the Trusts have filed a registration statement on Form S-3 with the SEC covering the securities to be offered and sold using this prospectus. You should refer to this registration statement and its exhibits for additional information about us, the Trusts and the securities being offered.

We also file annual, quarterly, and special reports, proxy statements, and other information with the SEC. You may read and copy any document that we file with the SEC at the Public Reference Room of the SEC at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. You also may inspect our filings over the Internet at the SEC's website, www.sec.gov. The reports and other information we file with the SEC also are available at our website, www.bankofamerica.com.

We have included the SEC's web address and our web address as inactive textual references only. Except as specifically incorporated by reference into this prospectus, information on those websites is not part of this prospectus.

You also can inspect reports and other information we file at the offices of The New York Stock Exchange LLC, 20 Broad Street, 17th Floor, New York, New York 10005.

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The SEC allows us to incorporate by reference the information we file with it. This means:

- incorporated documents are considered part of this prospectus;
- we can disclose important information to you by referring you to those documents; and
- information that we file with the SEC automatically will update and supersede this incorporated information and information in this prospectus.

We incorporate by reference the documents listed below which were filed with the SEC under the Securities Exchange Act of 1934:

- our annual report on Form 10-K for the year ended December 31, 2011;
- our current reports on Form 8-K or Form 8-K/A filed on January 13, 2012, January 19, 2012, February 10, 2012, and March 16, 2012 (in each case, other than information that is furnished but deemed not to have been filed); and
- the description of our series of preferred stock which is contained in our registration statement filed under Section 12 of the Securities Exchange Act of 1934 with respect to such preferred stock, as updated by our current reports on Form 8-K filed April 20, 2009 and September 1, 2011 and any other amendment or report filed for the purpose of updating such description.

We also incorporate by reference reports that we will file under Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, on or after the date of this prospectus, but not any information that we may furnish but that is not deemed to be filed.

You should assume that the information appearing in this prospectus is accurate only as of the date of this prospectus. Our business, financial position, and results of operations may have changed since that date.

You may request a copy of any filings referred to above (excluding exhibits), at no cost, by contacting us at the following address:

Bank of America Corporation
Fixed Income Investor Relations
100 North Tryon Street
Charlotte, North Carolina 28255-0065
1-866-607-1234

There are no separate financial statements of the Trusts in this prospectus. We and the Trusts do not believe these financial statements would be material to holders of the trust securities because each Trust is a special purpose entity that does not have any independent operations other than issuing capital securities and common securities, holding our corresponding junior subordinated notes or preferred stock as trust assets, and other necessary or incidental activities as described in this prospectus or the original prospectuses and prospectus supplements for the offering of such trust securities. Furthermore, taken together, our obligations under each series of corresponding junior subordinated notes, the junior subordinated indenture under which the corresponding junior subordinated notes have been issued, the related declaration of trust, and the related guarantee provide, in the aggregate, a full, irrevocable and unconditional guarantee of payments of distributions and other amounts due on the related capital securities of a Trust. None of the Trusts are subject to the reporting requirements of the Securities Exchange Act of 1934.

FORWARD-LOOKING STATEMENTS

We have included or incorporated by reference statements in this prospectus that may constitute “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. You may find these statements by looking for words such as “plan,” “believe,” “expect,” “intend,” “anticipate,” “estimate,” “project,” “potential,” “possible,” or other similar expressions, or future or conditional verbs such as “will,” “should,” “would,” and “could.”

All forward-looking statements, by their nature, are subject to risks and uncertainties. Our actual results may differ materially from those set forth in our forward-looking statements. As a large, international financial services company, we face risks that are inherent in the businesses and market places in which we operate. Information regarding important factors that could cause our future financial performance to vary from that described in our forward-looking statements is contained in our annual report on Form 10-K for the year ended December 31, 2011, which is incorporated by reference in this prospectus, under the captions “Item 1A. Risk Factors,” and “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations,” as well as those discussed in our subsequent filings that are incorporated in this prospectus by reference. See “Where You Can Find More Information” above for information about how to obtain a copy of our SEC filings.

You should not place undue reliance on any forward-looking statements, which speak only as of the dates they are made.

All subsequent written and oral forward-looking statements attributable to us or any person on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. Except to the extent required by applicable law or regulation, we undertake no obligation to update these forward-looking statements to reflect events or circumstances after the date of this prospectus or to reflect the occurrence of unanticipated events.

LEGAL MATTERS

The legality of Bank of America’s securities being registered will be passed upon for us by McGuireWoods LLP, Charlotte, North Carolina. Certain matters of Delaware law relating to the validity of the trust securities being registered will be passed upon on behalf of the Trusts by Richards, Layton & Finger, P.A., special Delaware counsel to the Trusts. McGuireWoods LLP regularly performs legal services for us. Some members of McGuireWoods LLP performing these legal services for us own shares of our common stock.

EXPERTS

The consolidated financial statements and management’s assessment of the effectiveness of internal control over financial reporting (which is included in Management’s Report on Internal Control over Financial Reporting) incorporated in this prospectus by reference to our Annual Report on Form 10-K for the year ended December 31, 2011 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

PART II. INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution.

The estimated expenses, other than underwriting or broker-dealer fees, discounts and commissions, in connection with the offering are as follows:

Securities Act Registration Fee	\$	*
Printing and Engraving Expenses		500,000
Legal Fees and Expenses		500,000
Accounting Fees and Expenses		500,000
Trustee Fees		475,000
Rating Agency Fees and Expenses		1,200,000
Listing Fees and Expenses		500,000
Miscellaneous		50,000
	\$	<u>3,725,000</u>

* The registration fee has been deferred in accordance with Rules 456(b) and 457(r) of the Securities Act of 1933, as amended (the "Securities Act").

Item 15. Indemnification of Directors and Officers.

Section 145(a) of the General Corporation Law of the State of Delaware ("Delaware Corporation Law") provides, in general, that a corporation has the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), because the person is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of any other enterprise. Such indemnity may be against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and if, with respect to any criminal action or proceeding, the person did not have reasonable cause to believe the person's conduct was unlawful.

Section 145(b) of the Delaware Corporation Law provides, in general, that a corporation has the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor because the person is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of any other enterprise, against any expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

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Section 145(g) of the Delaware Corporation Law provides, in general, that a corporation has the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of any other enterprise, against any liability asserted against the person in any such capacity, or arising out of the person's status as such, regardless of whether the corporation would have the power to indemnify the person against such liability under the provisions of Section 145 of the Delaware Corporation Law.

Article VIII of the Registrant's bylaws provides for indemnification to the fullest extent authorized by the Delaware Corporation Law for any person who is or was a director or officer of the Registrant who is or was involved or threatened to be made involved in any proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was serving as a director, officer, manager or employee of the Registrant or is or was serving at the request of the Registrant as a director, officer, manager or employee of any other enterprise. Such indemnification is provided only if the director, officer, manager or employee acted in good faith and in a manner that the director, officer, manager or employee reasonably believed to be in, or not opposed to, the best interests of the Registrant, and with respect to any criminal proceeding, had no reasonable cause to believe that the conduct was unlawful.

The foregoing is only a general summary of certain aspects of the Delaware Corporation Law and the Registrant's bylaws dealing with indemnification of directors and officers, and does not purport to be complete. It is qualified in its entirety by reference to the detailed provisions of Section 145 of the Delaware Corporation Law and Article VIII of the bylaws of the Registrant.

Pursuant to the Registrant's bylaws, the Registrant may maintain a directors' and officers' insurance policy which insures the directors and officers of the Registrant against liability asserted against such persons in such capacity whether or not the Registrant would have the power to indemnify such person against such liability under the Delaware Corporation Law.

The respective Declarations of Trust of BAC Capital Trusts I, II, III, IV, V, VI, VII, VIII, X, XI, XII, XV, XVI, XVII, XVIII, XIX, XX and NB Capital Trusts II, III and IV (each a "Trust" and together the "Trusts") provide that to the fullest extent permitted by applicable law, the Corporation shall indemnify each of the regular trustees of the respective Trust, any affiliate of any such regular trustee, any officer, director, shareholder, member, partner, employee, representative or agent of any such regular trustee, or any employee or agent of the Trust or its affiliates (each a "Company Indemnified Person"), who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Trust) by reason of the fact that he is or was a Company Indemnified Person against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Trust, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The Declarations of Trust also provide that, to the fullest extent permitted by applicable law, expenses (including reasonable attorneys' fees and expenses) incurred by a Company Indemnified Person in defending such a civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Company Indemnified Person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in the Declaration of Trust. The Declarations of Trust further provide that the (i) Delaware Trustee (as defined therein), (ii) Property Trustee (as defined therein), (iii) any affiliate of the Delaware Trustee or the

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Property Trustee, (iv) and any officers, directors, shareholders, members, partners, employees, representatives, nominees, custodians or agents of the Delaware Trustee or the Property Trustee (each of the persons referred to in (i) through (iv), a “Fiduciary Indemnified Person”) or a Company Indemnified Person (together with a “Fiduciary Indemnified Person, an “Indemnified Person”), shall not be liable, responsible or accountable in damages or otherwise to the Trust or any Covered Person (as defined therein) for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Indemnified Persons in good faith on behalf of the Trust and in a manner such Indemnified Person reasonably believed to be within the scope of the authority conferred on such Indemnified Person by the Declaration of Trust, except that an Indemnified Person shall be liable for any such loss, damage or claim incurred by reason of such Indemnified Person’s gross negligence or willful misconduct with respect to such acts or omissions. The Declarations of Trust further provide that Bank of America shall indemnify and hold harmless each Fiduciary Indemnified Person from and against any and all loss, liability, damage, claim or expense including taxes (other than taxes based on the income of such Fiduciary Indemnified Person) incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of the Trust, including the costs and expenses (including reasonable legal fees and expenses) of defending itself against or investigating any claim or liability in connection with the exercise or performance of any of its powers or duties under the applicable Declaration of Trust.

The respective Declarations of Trust of BAC Capital Trusts XIII and XIV (each, a “Trust”) provide that, to the fullest extent permitted by applicable law, Bank of America shall indemnify and hold harmless each Trustee (as defined therein); any affiliate of a Trustee, any officer, director, shareholder, employee, representative or agent of any Trustee; and any employee or agent of the Trust (referred to as an “Indemnified Person”) from and against any loss, damage, liability, action, suit, tax, penalty, expense or claim of any kind or nature whatsoever incurred by such Indemnified Person by reason of the creation, operation or dissolution of the Trust or any act or omission performed or omitted by such Indemnified Person in good faith on behalf of the Trust and in a manner such Indemnified Person reasonably believed to be within the scope of authority conferred on such Indemnified Person by the Declaration of Trust, except that no Indemnified Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Indemnified Person by reason of negligence, bad faith or willful misconduct with respect to such acts or omissions.

In addition, certain sections of the forms of underwriting or distribution agreements filed or to be filed as exhibits to this registration statement provide for indemnification of the Corporation and its directors and officers and the Trusts and each of the Property Trustee, Delaware Trustee and Regular Trustees by the underwriters or agents against certain liabilities, including certain liabilities under the Securities Act. From time to time similar provisions have been contained in other agreements relating to other securities of the Corporation.

Item 16. List of Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
1.1	Form of Underwriting Agreement for Debt Securities, incorporated herein by reference to Exhibit 1.1 of the Bank of America Corporation’s (the “Company”) Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
1.2	Form of Underwriting Agreement for Preferred Stock, incorporated herein by reference to Exhibit 1.2 of the Company’s Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006

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<u>Exhibit No.</u>	<u>Description</u>
1.3	Form of Underwriting Agreement for Common Stock, incorporated herein by reference to Exhibit 1.3 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
1.4	Form of Underwriting Agreement for Depositary Shares, incorporated herein by reference to Exhibit 1.4 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-158663), filed on April 20, 2009
1.5	Form of Underwriting Agreement for Warrants and Units, incorporated herein by reference to Exhibit 1.4 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
1.6	Form of Underwriting Agreement for Purchase Contracts*
1.7	Form of Underwriting Agreement for Trust Securities, incorporated herein by reference to Exhibit 1.6 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
1.8	Distribution Agreement dated as of April 10, 2008, between Bank of America Corporation, Banc of America Securities LLC, and Banc of America Investment Services, Inc., incorporated herein by reference to Exhibit 1.1 of the Company's Current Report on Form 8-K (File No. 1-6523) filed April 15, 2008
1.9	Letter agreement dated January 2, 2009, between Bank of America Corporation, Merrill Lynch, Pierce, Fenner & Smith Incorporated, and First Republic Securities Company, LLC, incorporated herein by reference to Exhibit 1.9 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-158663), filed on April 20, 2009
1.10	Form of Supplement to Series L Distribution Agreement, between Bank of America Corporation, Banc of America Securities LLC, Banc of America Investment Services, Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, and First Republic Securities Company, LLC, incorporated herein by reference to Exhibit 1.10 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-158663), filed on April 20, 2009
1.11	Form of Second Supplement to Series L Distribution Agreement, between Bank of America Corporation and Merrill Lynch, Pierce, Fenner & Smith Incorporated
4.1	Amended and Restated Certificate of Incorporation of Bank of America Corporation, including Certificates of Designation and other descriptions of outstanding series of Preferred Stock, incorporated herein by reference to Exhibit 3(a) of the Company's Quarterly Report on Form 10-Q (File No. 1-6523) for the quarter ended September 30, 2011
4.2	Amended and Restated Bylaws of Bank of America Corporation, incorporated herein by reference to Exhibit 3(b) of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2010
4.3	Indenture dated as of January 1, 1995 (for senior debt securities), between NationsBank Corporation and BankAmerica National Trust Company, as trustee (the "Senior Indenture"), incorporated herein by reference to Exhibit 4.1 of the Company's Registration Statement on Form S-3 (Registration No. 33-57533)

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<u>Exhibit No.</u>	<u>Description</u>
4.4	Successor Trustee Agreement effective December 15, 1995, between NationsBank Corporation and First Trust of New York, National Association (now U.S. Bank Trust National Association), as successor trustee to BankAmerica National Trust Company, incorporated herein by reference to Exhibit 4.2 of the Company's Registration Statement on Form S-3 (Registration No. 333-07229)
4.5	First Supplemental Indenture dated as of September 18, 1998, among NationsBank Corporation, NationsBank (DE) Corporation and U.S. Bank Trust National Association, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed November 18, 1998
4.6	Second Supplemental Indenture dated as of May 7, 2001, among Bank of America Corporation, U.S. Bank Trust National Association, as Prior Trustee, and The Bank of New York, as Successor Trustee, incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed June 14, 2001
4.7	Third Supplemental Indenture dated as of July 28, 2004, between Bank of America Corporation (successor to NationsBank Corporation) and The Bank of New York (successor to U.S. Bank Trust National Association), incorporated herein by reference to Exhibit 4.2 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 27, 2004
4.8	Fourth Supplemental Indenture dated as of April 28, 2006, between Bank of America Corporation and The Bank of New York, incorporated herein by reference to Exhibit 4.6 of the Company's Registration Statement on Form S-3 (Registration No. 333-133852)
4.9	Agreement of Appointment and Acceptance dated as of December 29, 2006, between Bank of America Corporation and The Bank of New York Trust Company, N.A. (successor trustee to The Bank of New York), with respect to the Senior Indenture, the Subordinated Indenture (described below) and various other indentures, incorporated herein by reference to Exhibit 4(aaa) of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2006
4.10	Fifth Supplemental Indenture dated as of December 1, 2008, between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A. (successor to The Bank of New York), incorporated herein by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K (File No. 1-6523) filed December 5, 2008
4.11	Sixth Supplemental Indenture dated as of February 23, 2011, between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A. (successor to The Bank of New York), supplementing the Senior Indenture, incorporated herein by reference to Exhibit 4(cc) of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2010
4.12	Form of Senior Registered Note, incorporated herein by reference to Exhibit 4.7 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
4.13	Form of Global Senior Medium-Term Note, Series L
4.14	Form of Master Global Senior Medium-Term Note, Series L
4.15	Indenture dated as of January 1, 1995 (for subordinated debt securities), between NationsBank Corporation and The Bank of New York, as trustee (the "Subordinated Indenture"), incorporated herein by reference to Exhibit 4.5 of the Company's Registration Statement on Form S-3 (Registration No. 33-57533)

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<u>Exhibit No.</u>	<u>Description</u>
4.16	First Supplemental Indenture dated as of August 28, 1998, among NationsBank Corporation, NationsBank (DE) Corporation and The Bank of New York, incorporated herein by reference to Exhibit 4.8 of the Company's Current Report on Form 8-K (File No. 1-6523) filed November 18, 1998
4.17	Second Supplemental Indenture dated as of January 25, 2007, between Bank of America Corporation and The Bank of New York Trust Company, N.A. (successor to The Bank of New York), incorporated herein by reference to Exhibit 4.3 of the Company's Registration Statement on Form S-4 (Registration No. 333-141361)
4.18	Third Supplemental Indenture dated as of February 23, 2011, between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A.(successor to The Bank of New York), supplementing the Subordinated Indenture, incorporated herein by reference to Exhibit 4(ff) of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2010
4.19	Form of Subordinated Registered Note, incorporated herein by reference to Exhibit 4.10 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
4.20	Form of Global Subordinated Medium-Term Note, Series L
4.21	Indenture dated as of November 1, 1992, between NationsBank Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.1 to the Company's Amendment No. 1 to Current Report on Form 8-K (File No. 1-6523) filed March 1, 1993
4.22	First Supplemental Indenture dated as of July 1, 1993, between NationsBank Corporation and The Bank of New York, as Trustee, to the Indenture dated as of November 1, 1992 between NationsBank Corporation and The Bank of New York, incorporated herein by reference to Exhibit 4.4 to the Company's Current Report on Form 8-K (File No. 1-6523) filed July 7, 1993
4.23	Second Supplemental Indenture dated as of August 28, 1998, among NationsBank Corporation, NationsBank (DE) Corporation and The Bank of New York, as Trustee, to the Indenture dated as of November 1, 1992 between NationsBank Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4(i) to the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 1998
4.24	Indenture dated as of September 1, 1989 between NCNB Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-3 (Registration No. 33-30717)
4.25	First Supplemental Indenture dated as of August 28, 1998, among NationsBank Corporation (successor to NCNB Corporation), NationsBank (DE) Corporation and The Bank of New York, as Trustee, to the Indenture dated as of September 1, 1989 between NCNB Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4(f) to the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 1998
4.26	Indenture dated as of November 1, 1991, between BankAmerica Corporation and Manufacturers Hanover Trust Company of California, as Trustee, incorporated herein by reference to Exhibit 4(w) to the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 1998

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<u>Exhibit No.</u>	<u>Description</u>
4.27	First Supplemental Indenture dated as of September 8, 1992, between BankAmerica Corporation and Chemical Trust Company of California (formerly known as Manufacturers Hanover Trust Company of California), as Trustee, to the Indenture dated as of November 1, 1991 between BankAmerica Corporation and Manufacturers Hanover Trust Company of California, as Trustee, incorporated herein by reference to Exhibit 4(w) to the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 1998
4.28	Second Supplemental Indenture dated as of September 15, 1998, among BankAmerica Corporation, NationsBank (DE) Corporation and J.P. Morgan Trust Company, N.A. (formerly known as Chase Manhattan Bank and Trust Company, N.A. and successor to Chemical Trust Company of California), as Trustee, to the Indenture dated as of November 1, 1991 between BankAmerica Corporation and Manufacturers Hanover Trust Company of California, as Trustee, incorporated herein by reference to Exhibit 4(w) to the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 1998
4.29	Indenture dated as of October 1, 1992, between Fleet Financial Group, Inc. and The First National Bank of Chicago, as Trustee, incorporated herein by reference to Exhibit 4(d) to the Registration Statement on Form S-3/A (Registration No. 33-50216) of Fleet Financial Group, Inc.
4.30	First Supplemental Indenture dated as of November 30, 1992, between Fleet Financial Group, Inc. and The First National Bank of Chicago, as Trustee, incorporated herein by reference to Exhibit 4 to Fleet Financial Group, Inc.'s Current Report on Form 8-K (File No. 1-06366) dated November 30, 1992 and filed December 2, 1992
4.31	Second Supplemental Indenture dated as of March 18, 2004, among Bank of America Corporation, FleetBoston Financial Corporation (successor to Fleet Financial Group, Inc.), and J.P. Morgan Trust Company, N.A. (successor to The First National Bank of Chicago), as Trustee, incorporated herein by reference to Exhibit 4.59 to the Company's Amendment No. 1 to Registration Statement on Form S-3 (Registration No. 333-112708)
4.32	Indenture dated as of September 29, 1992, between MBNA Corporation and Bankers Trust Company, as Trustee, incorporated herein by reference to Exhibit 4(a) to the Registration Statement on Form S-3 (Registration No. 33-95600) of MBNA Corporation
4.33	First Supplemental Indenture dated as of December 21, 2005, among Bank of America Corporation, MBNA Corporation and Deutsche Bank Trust Company Americas (successor to Bankers Trust Company), as Trustee, incorporated herein by reference to Exhibit 4.32 to the Company's Registration Statement on Form S-3ASR (Registration No. 333-130821)
4.34	Indenture dated as of February 1, 2005, among Countrywide Financial Corporation, Countrywide Home Loans, Inc. and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.58 of Countrywide Financial Corporation's Quarterly Report on Form 10-Q (File No. 1-12331-01) for the quarter ended March 31, 2006

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<u>Exhibit No.</u>	<u>Description</u>
4.35	First Supplemental Indenture dated as of July 1, 2008, among Red Oak Merger Corporation, Countrywide Financial Corporation, Countrywide Home Loans, Inc., and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the Indenture among Countrywide Financial Corporation, Countrywide Home Loans, Inc., and The Bank of New York, as Trustee, dated as of February 1, 2005, incorporated herein by reference to Exhibit 4.2 of Countrywide Financial Corporation's Current Report on Form 8-K (File No. 1-12331-01) filed July 8, 2008
4.36	Second Supplemental Indenture dated as of November 7, 2008, among Bank of America Corporation, Countrywide Financial Corporation (formerly known as Red Oak Merger Corporation), Countrywide Home Loans, Inc. and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the Indenture among Countrywide Financial Corporation, Countrywide Home Loans, Inc., and The Bank of New York, as Trustee, dated as of February 1, 2005, incorporated herein by reference to Exhibit 4.3 to the Company's Current Report on Form 8-K (File No. 1-6523) filed November 10, 2008
4.37	Third Supplemental Indenture dated as of November 7, 2008, among Bank of America Corporation, Countrywide Home Loans, Inc. and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the Indenture among Countrywide Financial Corporation (formerly known as Red Oak Merger Corporation), Countrywide Home Loans, Inc., and The Bank of New York, as Trustee, dated as of February 1, 2005, incorporated herein by reference to Exhibit 4.4 to the Company's Current Report on Form 8-K (File No. 1-6523) filed November 10, 2008
4.38	Indenture dated as of January 1, 1992, among Countrywide Home Loans, Inc. (formerly known as Countrywide Funding Corporation), Countrywide Financial Corporation (formerly known as Countrywide Credit Industries, Inc.) and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.1 to the Registration Statement on Form S-3 (Registration Nos. 33-50661 and 33-50661-01) of Countrywide Home Loans, Inc. and Countrywide Financial Corporation
4.39	Supplemental Indenture No. 1 dated as of June 15, 1995, among Countrywide Home Loans, Inc. (formerly known as Countrywide Funding Corporation), Countrywide Financial Corporation (formerly known as Countrywide Credit Industries, Inc.), and The Bank of New York, as Trustee, to the Indenture dated as of January 1, 1992, among Countrywide Home Loans, Inc., Countrywide Financial Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.9 to Amendment No. 2 to the Registration Statement on Form S-3 (Registration Nos. 33-59559 and 33-59559-01) of Countrywide Financial Corporation and Countrywide Home Loans, Inc.
4.40	Second Supplemental Indenture dated as of July 1, 2008, among Red Oak Merger Corporation, Countrywide Home Loans, Inc. (formerly known as Countrywide Funding Corporation), Countrywide Financial Corporation (formerly known as Countrywide Credit Industries, Inc.), and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the Indenture among Countrywide Home Loans, Inc., Countrywide Financial Corporation and The Bank of New York, as Trustee, dated as of January 1, 1992, incorporated herein by reference to Exhibit 4.3 of Countrywide Financial Corporation's Current Report on Form 8-K (File No. 1-12331-01) filed July 8, 2008

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<u>Exhibit No.</u>	<u>Description</u>
4.41	Third Supplemental Indenture dated as of November 7, 2008, among Bank of America Corporation, Countrywide Home Loans, Inc. (formerly known as Countrywide Funding Corporation), Countrywide Financial Corporation (formerly known as Red Oak Merger Corporation) and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the Indenture dated as of January 1, 1992, among Countrywide Home Loans, Inc., Countrywide Financial Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.11 to the Company's Current Report on Form 8-K (File No. 1-6523) filed November 10, 2008
4.42	Fourth Supplemental Indenture dated as of November 7, 2008, among Bank of America Corporation, Countrywide Financial Corporation (formerly known as Red Oak Merger Corporation) and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the Indenture dated as of January 1, 1992, among Countrywide Home Loans, Inc., Countrywide Financial Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.12 to the Company's Current Report on Form 8-K (File No. 1-6523) filed November 10, 2008
4.43	Indenture dated as of December 1, 2001, among Countrywide Home Loans, Inc., Countrywide Financial Corporation (formerly known as Countrywide Credit Industries, Inc.) and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.25 to Countrywide Financial Corporation's Annual Report on Form 10-K (File No. 1-12331-01) for the year ended December 31, 2003
4.44	First Supplemental Indenture dated as of July 1, 2008, among Red Oak Merger Corporation, Countrywide Home Loans, Inc., Countrywide Financial Corporation (formerly known as Countrywide Credit Industries, Inc.) and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the Indenture among Countrywide Home Loans, Inc., Countrywide Financial Corporation (formerly known as Countrywide Credit Industries, Inc.), and The Bank of New York, as Trustee, dated as of December 1, 2001, incorporated herein by reference to Exhibit 4.4 of Countrywide Financial Corporation's Current Report on Form 8-K (File No. 1-12331-01) filed July 8, 2008
4.45	Second Supplemental Indenture dated as of November 7, 2008, among Bank of America Corporation, Countrywide Home Loans, Inc., Countrywide Financial Corporation (formerly known as Red Oak Merger Corporation) and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the Indenture dated as of December 1, 2001, among Countrywide Home Loans, Inc., Countrywide Financial Corporation (formerly known as Countrywide Credit Industries, Inc.) and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.15 to the Company's Current Report on Form 8-K (File No. 1-6523) filed November 10, 2008
4.46	Third Supplemental Indenture dated as of November 7, 2008, among Bank of America Corporation, Countrywide Financial Corporation (formerly known as Red Oak Merger Corporation) and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the Indenture dated as of December 1, 2001, among Countrywide Home Loans, Inc., Countrywide Financial Corporation (formerly known as Countrywide Credit Industries, Inc.) and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.16 to the Company's Current Report on Form 8-K (File No. 1-6523) filed November 10, 2008

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<u>Exhibit No.</u>	<u>Description</u>
4.47	Agreement of Resignation, Appointment and Acceptance dated as of December 10, 2008, among Bank of America Corporation, The Bank of New York Mellon (formerly The Bank of New York) and The Bank of New York Mellon Trust Company, N.A., incorporated herein by reference to Exhibit 4.76 of the Company's Post-Effective Amendment No.1 to the Registration Statement on Form S-3 (Registration Statement No. 333-158663), filed on September 30, 2011
4.48	Indenture dated as of May 16, 2006, between Countrywide Financial Corporation and The Bank of New York, as Trustee, relating to the 6.25% Subordinated Notes due May 15, 2016, incorporated herein by reference to Exhibit 4.27 to Countrywide Financial Corporation's Current Report on Form 8-K (File No. 1-12331-01) filed May 16, 2006
4.49	First Supplemental Indenture dated as of July 1, 2008, among Red Oak Merger Corporation, Countrywide Financial Corporation and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the Indenture between Countrywide Financial Corporation and The Bank of New York, as Trustee, dated as of May 16, 2006, incorporated herein by reference to Exhibit 4.1 of Countrywide Financial Corporation's Current Report on Form 8-K (File No. 1-12331-01) filed July 8, 2008
4.50	Second Supplemental Indenture dated as of November 7, 2008, among Bank of America Corporation, Countrywide Financial Corporation (formerly known as Red Oak Merger Corporation) and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the Indenture between Countrywide Financial Corporation and The Bank of New York, as Trustee, dated as of May 16, 2006, incorporated herein by reference to Exhibit 4.7 to the Company's Current Report on Form 8-K (File No. 1-6523) filed November 10, 2008
4.51	Agreement of Resignation, Appointment and Acceptance, dated as of January 1, 2009, among Bank of America Corporation (successor in interest to Countrywide Financial Corporation), as issuer; the Bank of New York Mellon, as the resigning trustee, and Deutsche Bank Trust Company Americas, as successor trustee, relating to the Indenture dated as of May 16, 2006, as supplemented by the First Supplemental Indenture dated July 1, 2008, among Countrywide Financial Corporation, Bank of America Corporation and The Bank of New York Mellon, as further supplemented by the Second Supplemental Indenture dated November 7, 2008, among Countrywide Financial Corporation, Bank of America Corporation and The Bank of New York Mellon, incorporated herein by reference to Exhibit 4.172 of the Company's Post-Effective Amendment No. 1 to the Registration Statement on Form S-3 (Registration Statement No. 333-158663), filed on September 30, 2011
4.52	Amended and Restated Senior Indenture dated as of July 1, 2001 between Bank of America Corporation and The Bank of New York, as trustee (the "Amended and Restated Senior Indenture"), incorporated herein by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-3 (Registration No. 333-65750)
4.53	First Supplemental Indenture dated as of February 23, 2011, between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A. (successor to The Bank of New York), supplementing the Amended and Restated Senior Indenture, incorporated herein by reference to Exhibit 4(gg) of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2010

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<u>Exhibit No.</u>	<u>Description</u>
4.54	Amended and Restated Subordinated Indenture dated as of July 1, 2001 between Bank of America Corporation and The Bank of New York, as trustee (the “Amended and Restated Subordinated Indenture”), incorporated herein by reference to Exhibit 4.2 to the Company’s Registration Statement on Form S-3 (Registration No. 333-65750)
4.55	First Supplemental Indenture dated as of February 23, 2011, between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A. (successor to The Bank of New York), supplementing the Amended and Restated Subordinated Indenture, incorporated herein by reference to Exhibit 4(hh) of the Company’s Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2010
4.56	Restated Senior Indenture dated as of January 1, 2001 between Bank of America Corporation and The Bank of New York, as trustee, incorporated herein by reference to Exhibit 4.1 of the Company’s Amendment No. 1 to Registration Statement on Form S-3 (Registration No. 333-47222)
4.57	Restated Subordinated Indenture dated as of January 1, 2001 between Bank of America Corporation and The Bank of New York, as trustee, incorporated herein by reference to Exhibit 4.2 of the Company’s Amendment No. 1 to Registration Statement on Form S-3 (Registration No. 333-47222)
4.58	Form of Certificate for Preferred Stock, incorporated herein by reference to Exhibit 4.14 of the Corporation’s Registration Statement on Form S-3 (Registration No. 333-112708)
4.59	Specimen Common Stock Certificate, incorporated herein by reference to Exhibit 4.15 of the Corporation’s Registration Statement on Form S-3 (Registration No. 333-112708)
4.60	Form of Deposit Agreement, incorporated herein by reference to Exhibit 4.20 of the Company’s Registration Statement on Form S-3 (Registration Statement No. 333-158663), filed on April 20, 2009
4.61	Form of Depositary Receipt (included in Exhibit 4.60)
4.62	Form of Warrant Agreement for Universal Warrant*
4.63	Form of Warrant Agreement for Warrants Sold Alone*
4.64	Form of Warrant Agreement for Warrants Sold Attached to Debt Securities*
4.65	Form of Prepaid Unit Agreement, including form of prepaid unit certificate*
4.66	Form of Non-Prepaid Unit Agreement*
4.67	Form of Put Warrant (included in Exhibit 4.63)
4.68	Form of Call Warrant (included in Exhibit 4.63)
4.69	Form of Prepaid Purchase Contract*
4.70	Form of Non-Prepaid Purchase Contract*
4.71	Certificate of Trust of BAC Capital Trust XVI, incorporated herein by reference to Exhibit 4.28 of the Company’s Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
4.72	Certificate of Trust of BAC Capital Trust XVII, incorporated herein by reference to Exhibit 4.29 of the Company’s Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006

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<u>Exhibit No.</u>	<u>Description</u>
4.73	Certificate of Trust of BAC Capital Trust XVIII, incorporated herein by reference to Exhibit 4.30 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
4.74	Certificate of Trust of BAC Capital Trust XIX, incorporated herein by reference to Exhibit 4.31 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
4.75	Certificate of Trust of BAC Capital Trust XX, incorporated herein by reference to Exhibit 4.32 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
4.76	Declaration of Trust of BAC Capital Trust XVI, incorporated herein by reference to Exhibit 4.37 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
4.77	Declaration of Trust of BAC Capital Trust XVII, incorporated herein by reference to Exhibit 4.38 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
4.78	Declaration of Trust of BAC Capital Trust XVIII, incorporated herein by reference to Exhibit 4.39 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
4.79	Declaration of Trust of BAC Capital Trust XIX, incorporated herein by reference to Exhibit 4.40 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
4.80	Declaration of Trust of BAC Capital Trust XX, incorporated herein by reference to Exhibit 4.41 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
4.81	Form of Amended and Restated Declaration of Trust for each BAC Capital Trust
4.82	Restated Indenture dated as of November 1, 2001 (for junior subordinated debt securities) between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.10 of Amendment No. 1 to the Company's Registration Statement on Form S-3 (File No. 333-70984)
4.83	Form of Supplemental Indenture to be used in connection with the issuance of the Corporation's Junior Subordinated Notes, incorporated herein by reference to Exhibit 4.44 of the Corporation's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
4.84	Form of Capital Security (included in 4.81 above)
4.85	Form of Junior Subordinated Note (included in 4.83 above)
4.86	Form of Guarantee with respect to Capital Securities issued by the respective BAC Capital Trusts, incorporated herein by reference to Exhibit 4.47 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
4.87	Certificate of Trust of BAC Capital Trust I, incorporated herein by reference to Exhibit 4.1 of the Company's Registration Statement on Form S-3 (Registration No. 333-70984)
4.88	Certificate of Trust of BAC Capital Trust II, incorporated herein by reference to Exhibit 4.2 of the Company's Registration Statement on Form S-3 (Registration No. 333-70984)

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<u>Exhibit No.</u>	<u>Description</u>
4.89	Certificate of Trust of BAC Capital Trust III, incorporated herein by reference to Exhibit 4.3 of the Company's Registration Statement on Form S-3 (Registration No. 333-70984)
4.90	Certificate of Trust of BAC Capital Trust IV, incorporated herein by reference to Exhibit 4.4 of the Company's Registration Statement on Form S-3 (Registration No. 333-70984)
4.91	Certificate of Trust of BAC Capital Trust V, incorporated herein by reference to Exhibit 4.2 of the Company's Registration Statement on Form S-3 (Registration No. 333-104151)
4.92	Certificate of Trust of BAC Capital Trust VI, incorporated herein by reference to Exhibit 4.3 of the Company's Registration Statement on Form S-3 (Registration No. 333-104151)
4.93	Certificate of Trust of BAC Capital Trust VII, incorporated herein by reference to Exhibit 4.4 of the Company's Registration Statement on Form S-3 (Registration No. 333-104151)
4.94	Certificate of Trust of BAC Capital Trust VIII, incorporated herein by reference to Exhibit 4.2 of the Company's Registration Statement on Form S-3 (Registration No. 333-123714)
4.95	Certificate of Trust of BAC Capital Trust X, incorporated herein by reference to Exhibit 4.4 of the Company's Registration Statement on Form S-3 (Registration No. 333-123714)
4.96	Certificate of Trust of BAC Capital Trust XI, incorporated herein by reference to Exhibit 4.5 of the Company's Registration Statement on Form S-3 (Registration No. 333-123714)
4.97	Certificate of Trust of BAC Capital Trust XII, incorporated herein by reference to Exhibit 4.6 of the Company's Registration Statement on Form S-3 (Registration No. 333-123714)
4.98	Certificate of Trust of BAC Capital Trust XIII, incorporated herein by reference to Exhibit 4.25 of the Company's Registration Statement on Form S-3 (Registration No. 333-133852)
4.99	Certificate of Trust of BAC Capital Trust XIV, incorporated herein by reference to Exhibit 4.26 of the Company's Registration Statement on Form S-3 (Registration No. 333-133852)
4.100	Certificate of Trust of BAC Capital Trust XV, incorporated herein by reference to Exhibit 4.27 of the Company's Registration Statement on Form S-3 (Registration No. 333-133852)
4.101	Certificate of Trust of NB Capital Trust II, incorporated herein by reference to Exhibit 4.2 of the Company's Registration Statement on Form S-3 (Registration No. 333-15375)
4.102	Certificate of Trust of NB Capital Trust III, incorporated herein by reference to Exhibit 4.3 of the Company's Registration Statement on Form S-3 (Registration No. 333-15375)
4.103	Certificate of Trust of NB Capital Trust IV, incorporated herein by reference to Exhibit 4.2 of the Company's Registration Statement on Form S-3 (Registration No. 333-18273)

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<u>Exhibit No.</u>	<u>Description</u>
4.104	Amended and Restated Declaration of Trust of BAC Capital Trust I dated as of December 6, 2001 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed December 14, 2001
4.105	Amended and Restated Declaration of Trust of BAC Capital Trust II dated as of January 24, 2002 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed January 31, 2002
4.106	Amended and Restated Declaration of Trust of BAC Capital Trust III dated as of August 2, 2002 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 9, 2002
4.107	Amended and Restated Declaration of Trust of BAC Capital Trust IV dated as of April 23, 2003 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed April 30, 2003
4.108	Amended and Restated Declaration of Trust of BAC Capital Trust V dated as of October 21, 2004 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed November 3, 2004
4.109	Amended and Restated Declaration of Trust of BAC Capital Trust VI dated as of February 24, 2005 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed March 9, 2005
4.110	Amended and Restated Declaration of Trust of BAC Capital Trust VII dated as of August 4, 2005 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 11, 2005
4.111	Amended and Restated Declaration of Trust of BAC Capital Trust VIII dated as of August 17, 2005 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 26, 2005
4.112	Amended and Restated Declaration of Trust of BAC Capital Trust X dated as of March 21, 2006 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed March 29, 2006
4.113	Amended and Restated Declaration of Trust of BAC Capital Trust XI dated as of May 15, 2006 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed May 23, 2006
4.114	Amended and Restated Declaration of Trust of BAC Capital Trust XII dated as of July 26, 2006 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 2, 2006

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<u>Exhibit No.</u>	<u>Description</u>
4.115	Amended and Restated Declaration of Trust of BAC Capital Trust XIII dated as of February 16, 2007 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 16, 2007
4.116	Amended and Restated Declaration of Trust of BAC Capital Trust XIV dated February 16, 2007 (including form of capital security), incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 16, 2007
4.117	Amended and Restated Declaration of Trust of BAC Capital Trust XV dated May 23, 2007 (including form of capital security), incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed June 1, 2007
4.118	Amended and Restated Declaration of Trust of NB Capital Trust II dated December 10, 1996 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed December 17, 1996
4.119	Amended and Restated Declaration of Trust of NB Capital Trust III dated January 22, 1997 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 3, 1997
4.120	Amended and Restated Declaration of Trust of NB Capital Trust IV dated April 15, 1997 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed April 22, 1997
4.121	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust I, dated as of November 7, 2011
4.122	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust I, dated as of November 10, 2011
4.123	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust II, dated as of November 7, 2011
4.124	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust II, dated as of November 10, 2011
4.125	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust III, dated as of November 7, 2011
4.126	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust III, dated as of November 10, 2011
4.127	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust IV, dated as of November 7, 2011
4.128	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust IV, dated as of November 10, 2011
4.129	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust V, dated as of November 7, 2011
4.130	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust V, dated as of November 10, 2011

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<u>Exhibit No.</u>	<u>Description</u>
4.131	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust VI, dated as of November 7, 2011
4.132	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust VI, dated as of November 10, 2011
4.133	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust VII, dated as of November 7, 2011
4.134	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust VII, dated as of November 10, 2011
4.135	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust VII, dated as of November 7, 2011
4.136	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust VIII, dated as of November 10, 2011
4.137	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust X, dated as of November 7, 2011
4.138	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust X, dated as of November 10, 2011
4.139	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust XI, dated as of November 7, 2011
4.140	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust XI, dated as of November 10, 2011
4.141	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust XII, dated as of November 7, 2011
4.142	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust XII, dated as of November 10, 2011
4.143	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust XIII, dated as of December 8, 2011
4.144	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust XIII, dated as of January 12, 2012
4.145	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust XIV, dated as of December 8, 2011
4.146	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust XIV, dated as of January 12, 2012
4.147	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust XV, dated as of November 7, 2011
4.148	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust XV, dated as of November 10, 2011
4.149	Amendment No. 1 to the Amended and Restated Declaration of Trust of NB Capital Trust II, dated as of November 7, 2011
4.150	Amendment No. 2 to the Amended and Restated Declaration of Trust of NB Capital Trust II, dated as of November 10, 2011

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<u>Exhibit No.</u>	<u>Description</u>
4.151	Amendment No. 1 to the Amended and Restated Declaration of Trust of NB Capital Trust III, dated as of November 7, 2011
4.152	Amendment No. 2 to the Amended and Restated Declaration of Trust of NB Capital Trust III, dated as of November 10, 2011
4.153	Amendment No. 1 to the Amended and Restated Declaration of Trust of NB Capital Trust IV, dated as of November 7, 2011
4.154	Amendment No. 2 to the Amended and Restated Declaration of Trust of NB Capital Trust IV, dated as of November 10, 2011
4.155	First Supplemental Indenture dated as of December 14, 2001 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed December 14, 2001
4.156	Second Supplemental Indenture dated as of January 31, 2002 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed January 31, 2002
4.157	Third Supplemental Indenture dated as of August 9, 2002 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 9, 2002
4.158	Fourth Supplemental Indenture dated as of April 30, 2003 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed April 30, 2003
4.159	Fifth Supplemental Indenture dated as of November 3, 2004 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed November 3, 2004
4.160	Sixth Supplemental Indenture dated as of March 8, 2005 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed March 9, 2005

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<u>Exhibit No.</u>	<u>Description</u>
4.161	Seventh Supplemental Indenture dated as of August 10, 2005 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 11, 2005
4.162	Eighth Supplemental Indenture dated as of August 25, 2005 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 26, 2005
4.163	Tenth Supplemental Indenture dated as of March 28, 2006 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed March 29, 2006
4.164	Eleventh Supplemental Indenture dated as of May 23, 2006 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed May 23, 2006
4.165	Twelfth Supplemental Indenture dated as of August 2, 2006 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 2, 2006
4.166	Thirteenth Supplemental Indenture dated as of February 16, 2007 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York Trust Company, N.A., as successor Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.6 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 16, 2007
4.167	Fourteenth Supplemental Indenture dated as of February 16, 2007 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York Trust Company, N.A., as successor Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.7 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 16, 2007

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<u>Exhibit No.</u>	<u>Description</u>
4.168	Fifteenth Supplemental Indenture dated as of May 31, 2007 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York Trust Company, N.A., as successor Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed June 1, 2007
4.169	Sixteenth Supplemental Indenture dated as of December 8, 2011 between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A., as successor Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4(ff) of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2011
4.170	Seventeenth Supplemental Indenture dated as of December 8, 2011 between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A., as successor Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4(gg) of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2011
4.171	Eighteenth Supplemental Indenture dated as of January 12, 2012 between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A., as successor Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K (File No. 1-6523) filed January 13, 2012
4.172	Nineteenth Supplemental Indenture dated as of January 12, 2012 between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A., as successor Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.2 of the Company's Current Report on Form 8-K (File No. 1-6523) filed January 13, 2012
4.173	Indenture dated as of November 27, 1996 between NationsBank Corporation and The Bank of New York, incorporated herein by reference to Exhibit 4.10 of the Company's Amendment No. 2 to Registration Statement on Form S-3 (Registration No. 333-15375)
4.174	Second Supplemental Indenture dated as of December 17, 1996 (including form of junior subordinated note) between NationsBank Corporation and The Bank of New York, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed December 17, 1996
4.175	Third Supplemental Indenture dated as of February 3, 1997 (including form of junior subordinated note) between NationsBank Corporation and The Bank of New York, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 3, 1997
4.176	Fourth Supplemental Indenture dated as of April 22, 1997 (including form of junior subordinated note) between NationsBank Corporation and The Bank of New York, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed April 22, 1997

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<u>Exhibit No.</u>	<u>Description</u>
4.177	Capital Securities Guarantee Agreement with respect to BAC Capital Trust I, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed December 14, 2001
4.178	Capital Securities Guarantee Agreement with respect to BAC Capital Trust II, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed January 31, 2002
4.179	Capital Securities Guarantee Agreement with respect to BAC Capital Trust III, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 9, 2002
4.180	Capital Securities Guarantee Agreement with respect to BAC Capital Trust IV, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed April 30, 2003
4.181	Capital Securities Guarantee Agreement with respect to BAC Capital Trust V, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed November 3, 2004
4.182	Capital Securities Guarantee Agreement with respect to BAC Capital Trust VI, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed March 9, 2005
4.183	Capital Securities Guarantee Agreement with respect to BAC Capital Trust VII, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 11, 2005
4.184	Capital Securities Guarantee Agreement with respect to BAC Capital Trust VIII, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 26, 2005
4.185	Capital Securities Guarantee Agreement with respect to BAC Capital Trust X, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed March 29, 2006
4.186	Capital Securities Guarantee Agreement with respect to BAC Capital Trust XI, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed May 23, 2006
4.187	Capital Securities Guarantee Agreement with respect to BAC Capital Trust XII, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 2, 2006
4.188	HITS Guarantee Agreement with respect to BAC Capital Trust XIII, incorporated herein by reference to Exhibit 4.12 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 16, 2007
4.189	HITS Guarantee Agreement with respect to BAC Capital Trust XIV, incorporated herein by reference to Exhibit 4.13 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 16, 2007
4.190	Capital Securities Guarantee Agreement with respect to BAC Capital Trust XV, incorporated herein by reference to Exhibit 4.6 of the Company's Current Report on Form 8-K (File No. 1-6523) filed June 1, 2007

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<u>Exhibit No.</u>	<u>Description</u>
4.191	Form of Guarantee Agreement with respect to NB Capital Trust II, incorporated herein by reference to Exhibit 4.15 of the Company's Amendment No. 2 to Registration Statement on Form S-3 (Registration No. 333-15375)
4.192	Form of Guarantee Agreement with respect to NB Capital Trust III and NB Capital Trust IV, incorporated herein by reference to Exhibit 4.12 of the Company's Registration Statement on Form S-3 (Registration No. 333-18273)
5.1	Opinion of McGuireWoods LLP, regarding legality of securities being registered
5.2	Opinion of Richards, Layton & Finger, P.A.
8.1	Opinion of Morrison & Foerster LLP
12.1	Calculation of Ratio of Earnings to Fixed Charges, and Ratio of Earnings to Fixed Charges and Preferred Dividends, incorporated herein by reference to Exhibit 12 of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2011
23.1	Consent of McGuireWoods LLP (included in Exhibit 5.1)
23.2	Consent of Richards, Layton & Finger, P.A. (included in Exhibit 5.2)
23.3	Consent of Morrison & Foerster LLP (included in Exhibit 8.1)
23.4	Consent of PricewaterhouseCoopers LLP
24.1	Power of Attorney
24.2	Certified Resolutions
25.1	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Senior Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.3
25.2	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Subordinated Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.15
25.3	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Subordinated Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.21
25.4	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Subordinated Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.24
25.5	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Subordinated Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.26
25.6	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Subordinated Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.29
25.7	Statement of Eligibility of Deutsche Bank Trust Company Americas, as Senior Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.32

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<u>Exhibit No.</u>	<u>Description</u>
25.8	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Senior Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.34
25.9	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Senior Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.38
25.10	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Senior Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.43
25.11	Statement of Eligibility of Deutsche Bank Trust Company Americas, as Subordinated Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.48
25.12	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.52
25.13	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.54
25.14	Statement of Eligibility of The Bank of New York Mellon, as Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.56
25.15	Statement of Eligibility of The Bank of New York Mellon, as Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.57
25.16	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Indenture Trustee under the Restated Indenture (Junior Subordinated Notes), on Form T-1, with respect to the Indenture described above in Exhibit 4.82
25.17	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.173
25.18	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Property Trustee under the Amended and Restated Declaration of Trust of BAC Capital Trust XVI, on Form T-1
25.19	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Property Trustee under the Amended and Restated Declaration of Trust of BAC Capital Trust XVII, on Form T-1
25.20	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Property Trustee under the Amended and Restated Declaration of Trust of BAC Capital Trust XVIII, on Form T-1
25.21	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Property Trustee under the Amended and Restated Declaration of Trust of BAC Capital Trust XIX, on Form T-1
25.22	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Property Trustee under the Amended and Restated Declaration of Trust of BAC Capital Trust XX, on Form T-1
25.23	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Guarantee Trustee under the Capital Securities Guarantee of Bank of America Corporation for the benefit of the holders of Capital Securities of BAC Capital Trust XVI, on Form T-1

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<u>Exhibit No.</u>	<u>Description</u>
25.24	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Guarantee Trustee under the Capital Securities Guarantee of Bank of America Corporation for the benefit of the holders of Capital Securities of BAC Capital Trust XVII, on Form T-1
25.25	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Guarantee Trustee under the Capital Securities Guarantee of Bank of America Corporation for the benefit of the holders of Capital Securities of BAC Capital Trust XVIII, on Form T-1
25.26	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Guarantee Trustee under the Capital Securities Guarantee of Bank of America Corporation for the benefit of the holders of Capital Securities of BAC Capital Trust XIX, on Form T-1
25.27	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Guarantee Trustee under the Capital Securities Guarantee of Bank of America Corporation for the benefit of the holders of Capital Securities of BAC Capital Trust XX, on Form T-1
25.28	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust I
25.29	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust II
25.30	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust III
25.31	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust IV
25.32	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust V
25.33	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust VI
25.34	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust VII
25.35	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust VIII
25.36	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust X

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<u>Exhibit No.</u>	<u>Description</u>
25.37	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust XI
25.38	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust XII
25.39	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust XIII
25.40	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust XIV
25.41	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust XV
25.42	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of NB Capital Trust II
25.43	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of NB Capital Trust III
25.44	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of NB Capital Trust IV
25.45	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust I
25.46	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust II
25.47	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust III
25.48	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust IV
25.49	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust V
25.50	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust VI

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<u>Exhibit No.</u>	<u>Description</u>
25.51	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust VII
25.52	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust VIII
25.53	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust X
25.54	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust XI
25.55	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust XII
25.56	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the HITS Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust XIII
25.57	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the HITS Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust XIV
25.58	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust XV
25.59	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Guarantee Agreement for the benefit of the holders of capital securities of NB Capital Trust II
25.60	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Guarantee Agreement for the benefit of the holders of capital securities of NB Capital Trust III
25.61	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Guarantee Agreement for the benefit of the holders of capital securities of NB Capital Trust IV

* To be filed as an exhibit to a Current Report on Form 8-K at the time of a particular offering and incorporated herein by reference.

Item 17. Undertakings.

The undersigned Registrants hereby undertake:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act;

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(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission (the "Commission") pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (i), (ii) and (iii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by a Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended (the "Securities Exchange Act"), that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act to any purchaser:

(i) each prospectus filed by a Registrant pursuant to Rule 424(b)(3) shall be deemed to be part of this registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(ii) each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of this registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof. *Provided, however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made

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in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

(5) That, for the purpose of determining liability of a Registrant under the Securities Act to any purchaser in the initial distribution of the securities, in a primary offering of securities of an undersigned Registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned Registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- (i) any preliminary prospectus or prospectus of an undersigned Registrant relating to the offering required to be filed pursuant to Rule 424;
- (ii) any free writing prospectus relating to the offering prepared by or on behalf of a Registrant or used or referred to by an undersigned Registrant;
- (iii) the portion of any other free writing prospectus relating to the offering containing material information about an undersigned Registrant or its securities provided by or on behalf of an undersigned Registrant; and
- (iv) any other communication that is an offer in the offering made by an undersigned Registrant to the purchaser.

The undersigned Registrants hereby undertake that, for purposes of determining any liability under the Securities Act, each filing of the Corporation's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

Each undersigned Registrant hereby undertakes (1) to use its best efforts to distribute prior to the opening of bids, to prospective bidders, underwriters, and dealers, a reasonable number of copies of a prospectus which at that time meets the requirements of section 10(a) of the Securities Act, and relating to the securities offered at competitive bidding, as contained in the registration statement, together with any supplements thereto, and (2) to file an amendment to the registration statement reflecting the results of bidding, the terms of the reoffering, and related matters to the extent required by the applicable form, not later than the first use, authorized by the Registrant after the opening of bids, of a prospectus relating to the securities offered at competitive bidding, unless no further public offering of such securities by the Registrant and no reoffering of such securities by the purchasers is proposed to be made.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers, and controlling persons of a Registrant pursuant to the foregoing provisions, or otherwise, the Registrants have been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by a Registrant for expenses the incurred or paid by a director, officer, or controlling person in the successful defense of any action, suit, or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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Each undersigned Registrant hereby undertakes to file an application for the purpose of determining the eligibility of the trustee to act under subsection (a) of Section 310 of the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act") in accordance with the rules and regulations prescribed by the Commission under Section 305(b)(2) of the Trust Indenture Act.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on March 30, 2012.

BANK OF AMERICA CORPORATION

BY: _____
*
Brian T. Moynihan
President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
_____ * Brian T. Moynihan	President, Chief Executive Officer and Director (Principal Executive Officer)	March 30, 2012
_____ * Bruce R. Thompson	Chief Financial Officer (Principal Financial Officer)	March 30, 2012
_____ * Neil A. Cotty	Chief Accounting Officer (Principal Accounting Officer)	March 30, 2012
_____ * Mukesh D. Ambani	Director	March 30, 2012
_____ * Susan S. Bies	Director	March 30, 2012
_____ * Frank P. Bramble, Sr.	Director	March 30, 2012
_____ * Virgis W. Colbert	Director	March 30, 2012
_____ * Charles K. Gifford	Director	March 30, 2012
_____ * Charles O. Holliday, Jr.	Director	March 30, 2012
_____ * D. Paul Jones, Jr.	Director	March 30, 2012
_____ * Monica C. Lozano	Director	March 30, 2012

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<u>Signature</u>	<u>Title</u>	<u>Date</u>
<hr/> * Thomas J. May	Director	March 30, 2012
<hr/> * Donald E. Powell	Director	March 30, 2012
<hr/> * Charles O. Rossotti	Director	March 30, 2012
<hr/> * Robert W. Scully	Director	March 30, 2012

*By:

/S/ TERESA M. BRENNER
Teresa M. Brenner
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on March 30, 2012.

BAC CAPITAL TRUST I

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

By: _____ /S/ LEONOR SUAREZ
Leonor Suarez
Regular Trustee

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on March 30, 2012.

BAC CAPITAL TRUST II

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

By: _____ /S/ LEONOR SUAREZ
Leonor Suarez
Regular Trustee

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

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Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on March 30, 2012.

BAC CAPITAL TRUST III

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

By: _____ /S/ LEONOR SUAREZ
Leonor Suarez
Regular Trustee

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on March 30, 2012.

BAC CAPITAL TRUST IV

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

By: _____ /S/ LEONOR SUAREZ
Leonor Suarez
Regular Trustee

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

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Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on March 30, 2012.

BAC CAPITAL TRUST V

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

By: _____ /S/ LEONOR SUAREZ
Leonor Suarez
Regular Trustee

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on March 30, 2012.

BAC CAPITAL TRUST VI

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

By: _____ /S/ LEONOR SUAREZ
Leonor Suarez
Regular Trustee

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

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Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on March 30, 2012.

BAC CAPITAL TRUST VII

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

By: _____ /S/ LEONOR SUAREZ
Leonor Suarez
Regular Trustee

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on March 30, 2012.

BAC CAPITAL TRUST VIII

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

By: _____ /S/ LEONOR SUAREZ
Leonor Suarez
Regular Trustee

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

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BAC CAPITAL TRUST X

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

By: _____ /S/ LEONOR SUAREZ
Leonor Suarez
Regular Trustee

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on March 30, 2012.

BAC CAPITAL TRUST XI

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

By: _____ /S/ LEONOR SUAREZ
Leonor Suarez
Regular Trustee

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

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BAC CAPITAL TRUST XII

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

By: _____ /S/ LEONOR SUAREZ
Leonor Suarez
Regular Trustee

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on March 30, 2012.

BAC CAPITAL TRUST XIII

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

By: _____ /S/ LEONOR SUAREZ
Leonor Suarez
Regular Trustee

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

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BAC CAPITAL TRUST XIV

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

By: _____ /S/ LEONOR SUAREZ
Leonor Suarez
Regular Trustee

By: _____ S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on March 30, 2012.

BAC CAPITAL TRUST XV

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

By: _____ /S/ LEONOR SUAREZ
Leonor Suarez
Regular Trustee

By: _____ S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

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Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on March 30, 2012.

BAC CAPITAL TRUST XVI

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

By: _____ /S/ LEONOR SUAREZ
Leonor Suarez
Regular Trustee

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on March 30, 2012.

BAC CAPITAL TRUST XVII

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

By: _____ /S/ LEONOR SUAREZ
Leonor Suarez
Regular Trustee

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

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Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on March 30, 2012.

BAC CAPITAL TRUST XVIII

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

By: _____ /S/ LEONOR SUAREZ
Leonor Suarez
Regular Trustee

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on March 30, 2012.

BAC CAPITAL TRUST XIX

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

By: _____ /S/ LEONOR SUAREZ
Leonor Suarez
Regular Trustee

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

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Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on March 30, 2012.

BAC CAPITAL TRUST XX

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

By: _____ /S/ LEONOR SUAREZ
Leonor Suarez
Regular Trustee

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on March 30, 2012.

NB CAPITAL TRUST II

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

By: _____ /S/ LEONOR SUAREZ
Leonor Suarez
Regular Trustee

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

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Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on March 30, 2012.

NB CAPITAL TRUST III

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

By: _____ /S/ LEONOR SUAREZ
Leonor Suarez
Regular Trustee

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, North Carolina, on March 30, 2012.

NB CAPITAL TRUST IV

By: _____ /S/ TIMOTHY L. PRATT
Timothy L. Pratt
Regular Trustee

By: _____ /S/ LEONOR SUAREZ
Leonor Suarez
Regular Trustee

By: _____ /S/ ANGELA C. JONES
Angela C. Jones
Regular Trustee

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
1.1	Form of Underwriting Agreement for Debt Securities, incorporated herein by reference to Exhibit 1.1 of the Bank of America Corporation's (the "Company") Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
1.2	Form of Underwriting Agreement for Preferred Stock, incorporated herein by reference to Exhibit 1.2 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
1.3	Form of Underwriting Agreement for Common Stock, incorporated herein by reference to Exhibit 1.3 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
1.4	Form of Underwriting Agreement for Depository Shares, incorporated herein by reference to Exhibit 1.4 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-158663), filed on April 20, 2009
1.5	Form of Underwriting Agreement for Warrants and Units, incorporated herein by reference to Exhibit 1.4 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
1.6	Form of Underwriting Agreement for Purchase Contracts*
1.7	Form of Underwriting Agreement for Trust Securities, incorporated herein by reference to Exhibit 1.6 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
1.8	Distribution Agreement dated as of April 10, 2008, between Bank of America Corporation, Banc of America Securities LLC, and Banc of America Investment Services, Inc., incorporated herein by reference to Exhibit 1.1 of the Company's Current Report on Form 8-K (File No. 1-6523) filed April 15, 2008
1.9	Letter agreement dated January 2, 2009, between Bank of America Corporation, Merrill Lynch, Pierce, Fenner & Smith Incorporated, and First Republic Securities Company, LLC, incorporated herein by reference to Exhibit 1.9 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-158663), filed on April 20, 2009
1.10	Form of Supplement to Series L Distribution Agreement, between Bank of America Corporation, Banc of America Securities LLC, Banc of America Investment Services, Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, and First Republic Securities Company, LLC, incorporated herein by reference to Exhibit 1.10 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-158663), filed on April 20, 2009
1.11	Form of Second Supplement to Series L Distribution Agreement, between Bank of America Corporation and Merrill Lynch, Pierce, Fenner & Smith Incorporated
4.1	Amended and Restated Certificate of Incorporation of Bank of America Corporation, including Certificates of Designation and other descriptions of outstanding series of Preferred Stock, incorporated herein by reference to Exhibit 3(a) of the Company's Quarterly Report on Form 10-Q (File No. 1-6523) for the quarter ended September 30, 2011
4.2	Amended and Restated Bylaws of Bank of America Corporation, incorporated herein by reference to Exhibit 3(b) of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2010
4.3	Indenture dated as of January 1, 1995 (for senior debt securities), between NationsBank Corporation and BankAmerica National Trust Company, as trustee (the "Senior Indenture"), incorporated herein by reference to Exhibit 4.1 of the Company's Registration Statement on Form S-3 (Registration No. 33-57533)

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<u>Exhibit No.</u>	<u>Description</u>
4.4	Successor Trustee Agreement effective December 15, 1995, between NationsBank Corporation and First Trust of New York, National Association (now U.S. Bank Trust National Association), as successor trustee to BankAmerica National Trust Company, incorporated herein by reference to Exhibit 4.2 of the Company's Registration Statement on Form S-3 (Registration No. 333-07229)
4.5	First Supplemental Indenture dated as of September 18, 1998, among NationsBank Corporation, NationsBank (DE) Corporation and U.S. Bank Trust National Association, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed November 18, 1998
4.6	Second Supplemental Indenture dated as of May 7, 2001, among Bank of America Corporation, U.S. Bank Trust National Association, as Prior Trustee, and The Bank of New York, as Successor Trustee, incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed June 14, 2001
4.7	Third Supplemental Indenture dated as of July 28, 2004, between Bank of America Corporation (successor to NationsBank Corporation) and The Bank of New York (successor to U.S. Bank Trust National Association), incorporated herein by reference to Exhibit 4.2 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 27, 2004
4.8	Fourth Supplemental Indenture dated as of April 28, 2006, between Bank of America Corporation and The Bank of New York, incorporated herein by reference to Exhibit 4.6 of the Company's Registration Statement on Form S-3 (Registration No. 333-133852)
4.9	Agreement of Appointment and Acceptance dated as of December 29, 2006, between Bank of America Corporation and The Bank of New York Trust Company, N.A. (successor trustee to The Bank of New York), with respect to the Senior Indenture, the Subordinated Indenture (described below) and various other indentures, incorporated herein by reference to Exhibit 4(aaa) of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2006
4.10	Fifth Supplemental Indenture dated as of December 1, 2008, between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A. (successor to The Bank of New York), incorporated herein by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K (File No. 1-6523) filed December 5, 2008
4.11	Sixth Supplemental Indenture dated as of February 23, 2011, between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A. (successor to The Bank of New York), supplementing the Senior Indenture, incorporated herein by reference to Exhibit 4(ee) of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2010
4.12	Form of Senior Registered Note, incorporated herein by reference to Exhibit 4.7 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
4.13	Form of Global Senior Medium-Term Note, Series L
4.14	Form of Master Global Senior Medium-Term Note, Series L
4.15	Indenture dated as of January 1, 1995 (for subordinated debt securities), between NationsBank Corporation and The Bank of New York, as trustee (the "Subordinated Indenture"), incorporated herein by reference to Exhibit 4.5 of the Company's Registration Statement on Form S-3 (Registration No. 33-57533)
4.16	First Supplemental Indenture dated as of August 28, 1998, among NationsBank Corporation, NationsBank (DE) Corporation and The Bank of New York, incorporated herein by reference to Exhibit 4.8 of the Company's Current Report on Form 8-K (File No. 1-6523) filed November 18, 1998

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<u>Exhibit No.</u>	<u>Description</u>
4.17	Second Supplemental Indenture dated as of January 25, 2007, between Bank of America Corporation and The Bank of New York Trust Company, N.A. (successor to The Bank of New York), incorporated herein by reference to Exhibit 4.3 of the Company's Registration Statement on Form S-4 (Registration No. 333-141361)
4.18	Third Supplemental Indenture dated as of February 23, 2011, between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A. (successor to The Bank of New York), supplementing the Subordinated Indenture, incorporated herein by reference to Exhibit 4(ff) of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2010
4.19	Form of Subordinated Registered Note, incorporated herein by reference to Exhibit 4.10 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
4.20	Form of Global Subordinated Medium-Term Note, Series L
4.21	Indenture dated as of November 1, 1992, between NationsBank Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.1 to the Company's Amendment No. 1 to Current Report on Form 8-K (File No. 1-6523) filed March 1, 1993
4.22	First Supplemental Indenture dated as of July 1, 1993, between NationsBank Corporation and The Bank of New York, as Trustee, to the Indenture dated as of November 1, 1992 between NationsBank Corporation and The Bank of New York, incorporated herein by reference to Exhibit 4.4 to the Company's Current Report on Form 8-K (File No. 1-6523) filed July 7, 1993
4.23	Second Supplemental Indenture dated as of August 28, 1998, among NationsBank Corporation, NationsBank (DE) Corporation and The Bank of New York, as Trustee, to the Indenture dated as of November 1, 1992 between NationsBank Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4(i) to the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 1998
4.24	Indenture dated as of September 1, 1989 between NCNB Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-3 (Registration No. 33-30717)
4.25	First Supplemental Indenture dated as of August 28, 1998, among NationsBank Corporation (successor to NCNB Corporation), NationsBank (DE) Corporation and The Bank of New York, as Trustee, to the Indenture dated as of September 1, 1989 between NCNB Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4(f) to the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 1998
4.26	Indenture dated as of November 1, 1991, between BankAmerica Corporation and Manufacturers Hanover Trust Company of California, as Trustee, incorporated herein by reference to Exhibit 4(w) to the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 1998
4.27	First Supplemental Indenture dated as of September 8, 1992, between BankAmerica Corporation and Chemical Trust Company of California (formerly known as Manufacturers Hanover Trust Company of California), as Trustee, to the Indenture dated as of November 1, 1991 between BankAmerica Corporation and Manufacturers Hanover Trust Company of California, as Trustee, incorporated herein by reference to Exhibit 4(w) to the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 1998

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<u>Exhibit No.</u>	<u>Description</u>
4.28	Second Supplemental Indenture dated as of September 15, 1998, among BankAmerica Corporation, NationsBank (DE) Corporation and J.P. Morgan Trust Company, N.A. (formerly known as Chase Manhattan Bank and Trust Company, N.A. and successor to Chemical Trust Company of California), as Trustee, to the Indenture dated as of November 1, 1991 between BankAmerica Corporation and Manufacturers Hanover Trust Company of California, as Trustee, incorporated herein by reference to Exhibit 4(w) to the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 1998
4.29	Indenture dated as of October 1, 1992, between Fleet Financial Group, Inc. and The First National Bank of Chicago, as Trustee, incorporated herein by reference to Exhibit 4(d) to the Registration Statement on Form S-3/A (Registration No. 33-50216) of Fleet Financial Group, Inc.
4.30	First Supplemental Indenture dated as of November 30, 1992, between Fleet Financial Group, Inc. and The First National Bank of Chicago, as Trustee, incorporated herein by reference to Exhibit 4 to Fleet Financial Group, Inc.'s Current Report on Form 8-K (File No. 1-06366) dated November 30, 1992 and filed December 2, 1992
4.31	Second Supplemental Indenture dated as of March 18, 2004, among Bank of America Corporation, FleetBoston Financial Corporation (successor to Fleet Financial Group, Inc.), and J.P. Morgan Trust Company, N.A. (successor to The First National Bank of Chicago), as Trustee, incorporated herein by reference to Exhibit 4.59 to the Company's Amendment No. 1 to Registration Statement on Form S-3 (Registration No. 333-112708)
4.32	Indenture dated as of September 29, 1992, between MBNA Corporation and Bankers Trust Company, as Trustee, incorporated herein by reference to Exhibit 4(a) to the Registration Statement on Form S-3 (Registration No. 33-95600) of MBNA Corporation
4.33	First Supplemental Indenture dated as of December 21, 2005, among Bank of America Corporation, MBNA Corporation and Deutsche Bank Trust Company Americas (successor to Bankers Trust Company), as Trustee, incorporated herein by reference to Exhibit 4.32 to the Company's Registration Statement on Form S-3ASR (Registration No. 333-130821)
4.34	Indenture dated as of February 1, 2005, among Countrywide Financial Corporation, Countrywide Home Loans, Inc. and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.58 of Countrywide Financial Corporation's Quarterly Report on Form 10-Q (File No. 1-12331-01) for the quarter ended March 31, 2006
4.35	First Supplemental Indenture dated as of July 1, 2008, among Red Oak Merger Corporation, Countrywide Financial Corporation, Countrywide Home Loans, Inc., and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the Indenture among Countrywide Financial Corporation, Countrywide Home Loans, Inc., and The Bank of New York, as Trustee, dated as of February 1, 2005, incorporated herein by reference to Exhibit 4.2 of Countrywide Financial Corporation's Current Report on Form 8-K (File No. 1-12331-01) filed July 8, 2008
4.36	Second Supplemental Indenture dated as of November 7, 2008, among Bank of America Corporation, Countrywide Financial Corporation (formerly known as Red Oak Merger Corporation), Countrywide Home Loans, Inc. and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the Indenture among Countrywide Financial Corporation, Countrywide Home Loans, Inc., and The Bank of New York, as Trustee, dated as of February 1, 2005, incorporated herein by reference to Exhibit 4.3 to the Company's Current Report on Form 8-K (File No. 1-6523) filed November 10, 2008

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<u>Exhibit No.</u>	<u>Description</u>
4.37	Third Supplemental Indenture dated as of November 7, 2008, among Bank of America Corporation, Countrywide Home Loans, Inc. and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the Indenture among Countrywide Financial Corporation (formerly known as Red Oak Merger Corporation), Countrywide Home Loans, Inc., and The Bank of New York, as Trustee, dated as of February 1, 2005, incorporated herein by reference to Exhibit 4.4 to the Company's Current Report on Form 8-K (File No. 1-6523) filed November 10, 2008
4.38	Indenture dated as of January 1, 1992, among Countrywide Home Loans, Inc. (formerly known as Countrywide Funding Corporation), Countrywide Financial Corporation (formerly known as Countrywide Credit Industries, Inc.) and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.1 to the Registration Statement on Form S-3 (Registration Nos. 33-50661 and 33-50661-01) of Countrywide Home Loans, Inc. and Countrywide Financial Corporation
4.39	Supplemental Indenture No. 1 dated as of June 15, 1995, among Countrywide Home Loans, Inc. (formerly known as Countrywide Funding Corporation), Countrywide Financial Corporation (formerly known as Countrywide Credit Industries, Inc.), and The Bank of New York, as Trustee, to the Indenture dated as of January 1, 1992, among Countrywide Home Loans, Inc., Countrywide Financial Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.9 to Amendment No. 2 to the Registration Statement on Form S-3 (Registration Nos. 33-59559 and 33-59559-01) of Countrywide Financial Corporation and Countrywide Home Loans, Inc.
4.40	Second Supplemental Indenture dated as of July 1, 2008, among Red Oak Merger Corporation, Countrywide Home Loans, Inc. (formerly known as Countrywide Funding Corporation), Countrywide Financial Corporation (formerly known as Countrywide Credit Industries, Inc.), and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the Indenture among Countrywide Home Loans, Inc., Countrywide Financial Corporation and The Bank of New York, as Trustee, dated as of January 1, 1992, incorporated herein by reference to Exhibit 4.3 of Countrywide Financial Corporation's Current Report on Form 8-K (File No. 1-12331-01) filed July 8, 2008
4.41	Third Supplemental Indenture dated as of November 7, 2008, among Bank of America Corporation, Countrywide Home Loans, Inc. (formerly known as Countrywide Funding Corporation), Countrywide Financial Corporation (formerly known as Red Oak Merger Corporation) and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the Indenture dated as of January 1, 1992, among Countrywide Home Loans, Inc., Countrywide Financial Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.11 to the Company's Current Report on Form 8-K (File No. 1-6523) filed November 10, 2008
4.42	Fourth Supplemental Indenture dated as of November 7, 2008, among Bank of America Corporation, Countrywide Financial Corporation (formerly known as Red Oak Merger Corporation) and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the Indenture dated as of January 1, 1992, among Countrywide Home Loans, Inc., Countrywide Financial Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.12 to the Company's Current Report on Form 8-K (File No. 1-6523) filed November 10, 2008
4.43	Indenture dated as of December 1, 2001, among Countrywide Home Loans, Inc., Countrywide Financial Corporation (formerly known as Countrywide Credit Industries, Inc.) and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.25 to Countrywide Financial Corporation's Annual Report on Form 10-K (File No. 1-12331-01) for the year ended December 31, 2003

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<u>Exhibit No.</u>	<u>Description</u>
4.44	First Supplemental Indenture dated as of July 1, 2008, among Red Oak Merger Corporation, Countrywide Home Loans, Inc., Countrywide Financial Corporation (formerly known as Countrywide Credit Industries, Inc.) and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the Indenture among Countrywide Home Loans, Inc., Countrywide Financial Corporation (formerly known as Countrywide Credit Industries, Inc.), and The Bank of New York, as Trustee, dated as of December 1, 2001, incorporated herein by reference to Exhibit 4.4 of Countrywide Financial Corporation's Current Report on Form 8-K (File No. 1-12331-01) filed July 8, 2008
4.45	Second Supplemental Indenture dated as of November 7, 2008, among Bank of America Corporation, Countrywide Home Loans, Inc., Countrywide Financial Corporation (formerly known as Red Oak Merger Corporation) and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the Indenture dated as of December 1, 2001, among Countrywide Home Loans, Inc., Countrywide Financial Corporation (formerly known as Countrywide Credit Industries, Inc.) and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.15 to the Company's Current Report on Form 8-K (File No. 1-6523) filed November 10, 2008
4.46	Third Supplemental Indenture dated as of November 7, 2008, among Bank of America Corporation, Countrywide Financial Corporation (formerly known as Red Oak Merger Corporation) and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the Indenture dated as of December 1, 2001, among Countrywide Home Loans, Inc., Countrywide Financial Corporation (formerly known as Countrywide Credit Industries, Inc.) and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.16 to the Company's Current Report on Form 8-K (File No. 1-6523) filed November 10, 2008
4.47	Agreement of Resignation, Appointment and Acceptance dated as of December 10, 2008, among Bank of America Corporation, The Bank of New York Mellon (formerly The Bank of New York) and The Bank of New York Mellon Trust Company, N.A., incorporated herein by reference to Exhibit 4.76 of the Company's Post-Effective Amendment No.1 to the Registration Statement on Form S-3 (Registration Statement No. 333-158663), filed on September 30, 2011
4.48	Indenture dated as of May 16, 2006, between Countrywide Financial Corporation and The Bank of New York, as Trustee, relating to the 6.25% Subordinated Notes due May 15, 2016, incorporated herein by reference to Exhibit 4.27 to Countrywide Financial Corporation's Current Report on Form 8-K (File No. 1-12331-01) filed May 16, 2006
4.49	First Supplemental Indenture dated as of July 1, 2008, among Red Oak Merger Corporation, Countrywide Financial Corporation and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the Indenture between Countrywide Financial Corporation and The Bank of New York, as Trustee, dated as of May 16, 2006, incorporated herein by reference to Exhibit 4.1 of Countrywide Financial Corporation's Current Report on Form 8-K (File No. 1-12331-01) filed July 8, 2008
4.50	Second Supplemental Indenture dated as of November 7, 2008, among Bank of America Corporation, Countrywide Financial Corporation (formerly known as Red Oak Merger Corporation) and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, to the Indenture between Countrywide Financial Corporation and The Bank of New York, as Trustee, dated as of May 16, 2006, incorporated herein by reference to Exhibit 4.7 to the Company's Current Report on Form 8-K (File No. 1-6523) filed November 10, 2008

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<u>Exhibit No.</u>	<u>Description</u>
4.51	Agreement of Resignation, Appointment and Acceptance, dated as of January 1, 2009, among Bank of America Corporation (successor in interest to Countrywide Financial Corporation), as issuer; the Bank of New York Mellon, as the resigning trustee, and Deutsche Bank Trust Company Americas, as successor trustee, relating to the Indenture dated as of May 16, 2006, as supplemented by the First Supplemental Indenture dated July 1, 2008, among Countrywide Financial Corporation, Bank of America Corporation and The Bank of New York Mellon, as further supplemented by the Second Supplemental Indenture dated November 7, 2008, among Countrywide Financial Corporation, Bank of America Corporation and The Bank of New York Mellon, incorporated herein by reference to Exhibit 4.172 of the Company's Post-Effective Amendment No. 1 to the Registration Statement on Form S-3 (Registration Statement No. 333-158663), filed on September 30, 2011
4.52	Amended and Restated Senior Indenture dated as of July 1, 2001 between Bank of America Corporation and The Bank of New York, as trustee (the "Amended and Restated Senior Indenture"), incorporated herein by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-3 (Registration No. 333-65750)
4.53	First Supplemental Indenture dated as of February 23, 2011, between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A. (successor to The Bank of New York), supplementing the Amended and Restated Senior Indenture, incorporated herein by reference to Exhibit 4(gg) of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2010
4.54	Amended and Restated Subordinated Indenture dated as of July 1, 2001 between Bank of America Corporation and The Bank of New York, as trustee (the "Amended and Restated Subordinated Indenture"), incorporated herein by reference to Exhibit 4.2 to the Company's Registration Statement on Form S-3 (Registration No. 333-65750)
4.55	First Supplemental Indenture dated as of February 23, 2011, between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A. (successor to The Bank of New York), supplementing the Amended and Restated Subordinated Indenture, incorporated herein by reference to Exhibit 4(hh) of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2010
4.56	Restated Senior Indenture dated as of January 1, 2001 between Bank of America Corporation and The Bank of New York, as trustee, incorporated herein by reference to Exhibit 4.1 of the Company's Amendment No. 1 to Registration Statement on Form S-3 (Registration No. 333-47222)
4.57	Restated Subordinated Indenture dated as of January 1, 2001 between Bank of America Corporation and The Bank of New York, as trustee, incorporated herein by reference to Exhibit 4.2 of the Company's Amendment No. 1 to Registration Statement on Form S-3 (Registration No. 333-47222)
4.58	Form of Certificate for Preferred Stock, incorporated herein by reference to Exhibit 4.14 of the Corporation's Registration Statement on Form S-3 (Registration No. 333-112708)
4.59	Specimen Common Stock Certificate, incorporated herein by reference to Exhibit 4.15 of the Corporation's Registration Statement on Form S-3 (Registration No. 333-112708)
4.60	Form of Deposit Agreement, incorporated herein by reference to Exhibit 4.20 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-158663), filed on April 20, 2009
4.61	Form of Depositary Receipt (included in Exhibit 4.60)
4.62	Form of Warrant Agreement for Universal Warrant*
4.63	Form of Warrant Agreement for Warrants Sold Alone*
4.64	Form of Warrant Agreement for Warrants Sold Attached to Debt Securities*
4.65	Form of Prepaid Unit Agreement, including form of prepaid unit certificate*

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<u>Exhibit No.</u>	<u>Description</u>
4.66	Form of Non-Prepaid Unit Agreement*
4.67	Form of Put Warrant (included in Exhibit 4.63)
4.68	Form of Call Warrant (included in Exhibit 4.63)
4.69	Form of Prepaid Purchase Contract*
4.70	Form of Non-Prepaid Purchase Contract*
4.71	Certificate of Trust of BAC Capital Trust XVI, incorporated herein by reference to Exhibit 4.28 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
4.72	Certificate of Trust of BAC Capital Trust XVII, incorporated herein by reference to Exhibit 4.29 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
4.73	Certificate of Trust of BAC Capital Trust XVIII, incorporated herein by reference to Exhibit 4.30 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
4.74	Certificate of Trust of BAC Capital Trust XIX, incorporated herein by reference to Exhibit 4.31 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
4.75	Certificate of Trust of BAC Capital Trust XX, incorporated herein by reference to Exhibit 4.32 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
4.76	Declaration of Trust of BAC Capital Trust XVI, incorporated herein by reference to Exhibit 4.37 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
4.77	Declaration of Trust of BAC Capital Trust XVII, incorporated herein by reference to Exhibit 4.38 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
4.78	Declaration of Trust of BAC Capital Trust XVIII, incorporated herein by reference to Exhibit 4.39 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
4.79	Declaration of Trust of BAC Capital Trust XIX, incorporated herein by reference to Exhibit 4.40 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
4.80	Declaration of Trust of BAC Capital Trust XX, incorporated herein by reference to Exhibit 4.41 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
4.81	Form of Amended and Restated Declaration of Trust for each BAC Capital Trust
4.82	Restated Indenture dated as of November 1, 2001 (for junior subordinated debt securities) between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.10 of Amendment No. 1 to the Company's Registration Statement on Form S-3 (File No. 333-70984)
4.83	Form of Supplemental Indenture to be used in connection with the issuance of the Corporation's Junior Subordinated Notes, incorporated herein by reference to Exhibit 4.44 of the Corporation's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006

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<u>Exhibit No.</u>	<u>Description</u>
4.84	Form of Capital Security (included in 4.81 above)
4.85	Form of Junior Subordinated Note (included in 4.83 above)
4.86	Form of Guarantee with respect to Capital Securities issued by the respective BAC Capital Trusts, incorporated herein by reference to Exhibit 4.47 of the Company's Registration Statement on Form S-3 (Registration Statement No. 333-133852), filed on May 5, 2006
4.87	Certificate of Trust of BAC Capital Trust I, incorporated herein by reference to Exhibit 4.1 of the Company's Registration Statement on Form S-3 (Registration No. 333-70984)
4.88	Certificate of Trust of BAC Capital Trust II, incorporated herein by reference to Exhibit 4.2 of the Company's Registration Statement on Form S-3 (Registration No. 333-70984)
4.89	Certificate of Trust of BAC Capital Trust III, incorporated herein by reference to Exhibit 4.3 of the Company's Registration Statement on Form S-3 (Registration No. 333-70984)
4.90	Certificate of Trust of BAC Capital Trust IV, incorporated herein by reference to Exhibit 4.4 of the Company's Registration Statement on Form S-3 (Registration No. 333-70984)
4.91	Certificate of Trust of BAC Capital Trust V, incorporated herein by reference to Exhibit 4.2 of the Company's Registration Statement on Form S-3 (Registration No. 333-104151)
4.92	Certificate of Trust of BAC Capital Trust VI, incorporated herein by reference to Exhibit 4.3 of the Company's Registration Statement on Form S-3 (Registration No. 333-104151)
4.93	Certificate of Trust of BAC Capital Trust VII, incorporated herein by reference to Exhibit 4.4 of the Company's Registration Statement on Form S-3 (Registration No. 333-104151)
4.94	Certificate of Trust of BAC Capital Trust VIII, incorporated herein by reference to Exhibit 4.2 of the Company's Registration Statement on Form S-3 (Registration No. 333-123714)
4.95	Certificate of Trust of BAC Capital Trust X, incorporated herein by reference to Exhibit 4.4 of the Company's Registration Statement on Form S-3 (Registration No. 333-123714)
4.96	Certificate of Trust of BAC Capital Trust XI, incorporated herein by reference to Exhibit 4.5 of the Company's Registration Statement on Form S-3 (Registration No. 333-123714)
4.97	Certificate of Trust of BAC Capital Trust XII, incorporated herein by reference to Exhibit 4.6 of the Company's Registration Statement on Form S-3 (Registration No. 333-123714)
4.98	Certificate of Trust of BAC Capital Trust XIII, incorporated herein by reference to Exhibit 4.25 of the Company's Registration Statement on Form S-3 (Registration No. 333-133852)
4.99	Certificate of Trust of BAC Capital Trust XIV, incorporated herein by reference to Exhibit 4.26 of the Company's Registration Statement on Form S-3 (Registration No. 333-133852)
4.100	Certificate of Trust of BAC Capital Trust XV, incorporated herein by reference to Exhibit 4.27 of the Company's Registration Statement on Form S-3 (Registration No. 333-133852)
4.101	Certificate of Trust of NB Capital Trust II, incorporated herein by reference to Exhibit 4.2 of the Company's Registration Statement on Form S-3 (Registration No. 333-15375)
4.102	Certificate of Trust of NB Capital Trust III, incorporated herein by reference to Exhibit 4.3 of the Company's Registration Statement on Form S-3 (Registration No. 333-15375)
4.103	Certificate of Trust of NB Capital Trust IV, incorporated herein by reference to Exhibit 4.2 of the Company's Registration Statement on Form S-3 (Registration No. 333-18273)

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<u>Exhibit No.</u>	<u>Description</u>
4.104	Amended and Restated Declaration of Trust of BAC Capital Trust I dated as of December 6, 2001 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed December 14, 2001
4.105	Amended and Restated Declaration of Trust of BAC Capital Trust II dated as of January 24, 2002 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed January 31, 2002
4.106	Amended and Restated Declaration of Trust of BAC Capital Trust III dated as of August 2, 2002 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 9, 2002
4.107	Amended and Restated Declaration of Trust of BAC Capital Trust IV dated as of April 23, 2003 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed April 30, 2003
4.108	Amended and Restated Declaration of Trust of BAC Capital Trust V dated as of October 21, 2004 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed November 3, 2004
4.109	Amended and Restated Declaration of Trust of BAC Capital Trust VI dated as of February 24, 2005 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed March 9, 2005
4.110	Amended and Restated Declaration of Trust of BAC Capital Trust VII dated as of August 4, 2005 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 11, 2005
4.111	Amended and Restated Declaration of Trust of BAC Capital Trust VIII dated as of August 17, 2005 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 26, 2005
4.112	Amended and Restated Declaration of Trust of BAC Capital Trust X dated as of March 21, 2006 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed March 29, 2006
4.113	Amended and Restated Declaration of Trust of BAC Capital Trust XI dated as of May 15, 2006 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed May 23, 2006
4.114	Amended and Restated Declaration of Trust of BAC Capital Trust XII dated as of July 26, 2006 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 2, 2006
4.115	Amended and Restated Declaration of Trust of BAC Capital Trust XIII dated as of February 16, 2007 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 16, 2007
4.116	Amended and Restated Declaration of Trust of BAC Capital Trust XIV dated February 16, 2007 (including form of capital security), incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 16, 2007
4.117	Amended and Restated Declaration of Trust of BAC Capital Trust XV dated May 23, 2007 (including form of capital security), incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed June 1, 2007
4.118	Amended and Restated Declaration of Trust of NB Capital Trust II dated December 10, 1996 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed December 17, 1996

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<u>Exhibit No.</u>	<u>Description</u>
4.119	Amended and Restated Declaration of Trust of NB Capital Trust III dated January 22, 1997 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 3, 1997
4.120	Amended and Restated Declaration of Trust of NB Capital Trust IV dated April 15, 1997 (including form of capital security), incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed April 22, 1997
4.121	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust I, dated as of November 7, 2011
4.122	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust I, dated as of November 10, 2011
4.123	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust II, dated as of November 7, 2011
4.124	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust II, dated as of November 10, 2011
4.125	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust III, dated as of November 7, 2011
4.126	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust III, dated as of November 10, 2011
4.127	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust IV, dated as of November 7, 2011
4.128	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust IV, dated as of November 10, 2011
4.129	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust V, dated as of November 7, 2011
4.130	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust V, dated as of November 10, 2011
4.131	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust VI, dated as of November 7, 2011
4.132	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust VI, dated as of November 10, 2011
4.133	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust VII, dated as of November 7, 2011
4.134	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust VII, dated as of November 10, 2011
4.135	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust VII, dated as of November 7, 2011
4.136	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust VIII, dated as of November 10, 2011
4.137	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust X, dated as of November 7, 2011
4.138	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust X, dated as of November 10, 2011

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<u>Exhibit No.</u>	<u>Description</u>
4.139	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust XI, dated as of November 7, 2011
4.140	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust XI, dated as of November 10, 2011
4.141	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust XII, dated as of November 7, 2011
4.142	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust XII, dated as of November 10, 2011
4.143	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust XIII, dated as of December 8, 2011
4.144	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust XIII, dated as of January 12, 2012
4.145	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust XIV, dated as of December 8, 2011
4.146	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust XIV, dated as of January 12, 2012
4.147	Amendment No. 1 to the Amended and Restated Declaration of Trust of BAC Capital Trust XV, dated as of November 7, 2011
4.148	Amendment No. 2 to the Amended and Restated Declaration of Trust of BAC Capital Trust XV, dated as of November 10, 2011
4.149	Amendment No. 1 to the Amended and Restated Declaration of Trust of NB Capital Trust II, dated as of November 7, 2011
4.150	Amendment No. 2 to the Amended and Restated Declaration of Trust of NB Capital Trust II, dated as of November 10, 2011
4.151	Amendment No. 1 to the Amended and Restated Declaration of Trust of NB Capital Trust III, dated as of November 7, 2011
4.152	Amendment No. 2 to the Amended and Restated Declaration of Trust of NB Capital Trust III, dated as of November 10, 2011
4.153	Amendment No. 1 to the Amended and Restated Declaration of Trust of NB Capital Trust IV, dated as of November 7, 2011
4.154	Amendment No. 2 to the Amended and Restated Declaration of Trust of NB Capital Trust IV, dated as of November 10, 2011
4.155	First Supplemental Indenture dated as of December 14, 2001 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed December 14, 2001
4.156	Second Supplemental Indenture dated as of January 31, 2002 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed January 31, 2002

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<u>Exhibit No.</u>	<u>Description</u>
4.157	Third Supplemental Indenture dated as of August 9, 2002 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 9, 2002
4.158	Fourth Supplemental Indenture dated as of April 30, 2003 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed April 30, 2003
4.159	Fifth Supplemental Indenture dated as of November 3, 2004 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed November 3, 2004
4.160	Sixth Supplemental Indenture dated as of March 8, 2005 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed March 9, 2005
4.161	Seventh Supplemental Indenture dated as of August 10, 2005 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 11, 2005
4.162	Eighth Supplemental Indenture dated as of August 25, 2005 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 26, 2005
4.163	Tenth Supplemental Indenture dated as of March 28, 2006 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed March 29, 2006
4.164	Eleventh Supplemental Indenture dated as of May 23, 2006 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed May 23, 2006
4.165	Twelfth Supplemental Indenture dated as of August 2, 2006 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York, as Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 2, 2006

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<u>Exhibit No.</u>	<u>Description</u>
4.166	Thirteenth Supplemental Indenture dated as of February 16, 2007 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York Trust Company, N.A., as successor Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.6 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 16, 2007
4.167	Fourteenth Supplemental Indenture dated as of February 16, 2007 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York Trust Company, N.A., as successor Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.7 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 16, 2007
4.168	Fifteenth Supplemental Indenture dated as of May 31, 2007 (including form of junior subordinated note) between Bank of America Corporation and The Bank of New York Trust Company, N.A., as successor Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-6523) filed June 1, 2007
4.169	Sixteenth Supplemental Indenture dated as of December 8, 2011 between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A., as successor Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4(ff) of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2011
4.170	Seventeenth Supplemental Indenture dated as of December 8, 2011 between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A., as successor Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4(gg) of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2011
4.171	Eighteenth Supplemental Indenture dated as of January 12, 2012 between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A., as successor Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K (File No. 1-6523) filed January 13, 2012
4.172	Nineteenth Supplemental Indenture dated as of January 12, 2012 between Bank of America Corporation and The Bank of New York Mellon Trust Company, N.A., as successor Trustee, to the Restated Indenture dated as of November 1, 2001 between Bank of America Corporation and The Bank of New York, as Trustee, incorporated herein by reference to Exhibit 4.2 of the Company's Current Report on Form 8-K (File No. 1-6523) filed January 13, 2012
4.173	Indenture dated as of November 27, 1996 between NationsBank Corporation and The Bank of New York, incorporated herein by reference to Exhibit 4.10 of the Company's Amendment No. 2 to Registration Statement on Form S-3 (Registration No. 333-15375)
4.174	Second Supplemental Indenture dated as of December 17, 1996 (including form of junior subordinated note) between NationsBank Corporation and The Bank of New York, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed December 17, 1996
4.175	Third Supplemental Indenture dated as of February 3, 1997 (including form of junior subordinated note) between NationsBank Corporation and The Bank of New York, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 3, 1997

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<u>Exhibit No.</u>	<u>Description</u>
4.176	Fourth Supplemental Indenture dated as of April 22, 1997 (including form of junior subordinated note) between NationsBank Corporation and The Bank of New York, incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-6523) filed April 22, 1997
4.177	Capital Securities Guarantee Agreement with respect to BAC Capital Trust I, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed December 14, 2001
4.178	Capital Securities Guarantee Agreement with respect to BAC Capital Trust II, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed January 31, 2002
4.179	Capital Securities Guarantee Agreement with respect to BAC Capital Trust III, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 9, 2002
4.180	Capital Securities Guarantee Agreement with respect to BAC Capital Trust IV, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed April 30, 2003
4.181	Capital Securities Guarantee Agreement with respect to BAC Capital Trust V, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed November 3, 2004
4.182	Capital Securities Guarantee Agreement with respect to BAC Capital Trust VI, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed March 9, 2005
4.183	Capital Securities Guarantee Agreement with respect to BAC Capital Trust VII, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 11, 2005
4.184	Capital Securities Guarantee Agreement with respect to BAC Capital Trust VIII, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 26, 2005
4.185	Capital Securities Guarantee Agreement with respect to BAC Capital Trust X, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed March 29, 2006
4.186	Capital Securities Guarantee Agreement with respect to BAC Capital Trust XI, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed May 23, 2006
4.187	Capital Securities Guarantee Agreement with respect to BAC Capital Trust XII, incorporated herein by reference to Exhibit 4.5 of the Company's Current Report on Form 8-K (File No. 1-6523) filed August 2, 2006
4.188	HITS Guarantee Agreement with respect to BAC Capital Trust XIII, incorporated herein by reference to Exhibit 4.12 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 16, 2007
4.189	HITS Guarantee Agreement with respect to BAC Capital Trust XIV, incorporated herein by reference to Exhibit 4.13 of the Company's Current Report on Form 8-K (File No. 1-6523) filed February 16, 2007
4.190	Capital Securities Guarantee Agreement with respect to BAC Capital Trust XV, incorporated herein by reference to Exhibit 4.6 of the Company's Current Report on Form 8-K (File No. 1-6523) filed June 1, 2007

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<u>Exhibit No.</u>	<u>Description</u>
4.191	Form of Guarantee Agreement with respect to NB Capital Trust II, incorporated herein by reference to Exhibit 4.15 of the Company's Amendment No. 2 to Registration Statement on Form S-3 (Registration No. 333-15375)
4.192	Form of Guarantee Agreement with respect to NB Capital Trust III and NB Capital Trust IV, incorporated herein by reference to Exhibit 4.12 of the Company's Registration Statement on Form S-3 (Registration No. 333-18273)
5.1	Opinion of McGuireWoods LLP, regarding legality of securities being registered
5.2	Opinion of Richards, Layton & Finger, P.A.
8.1	Opinion of Morrison & Foerster LLP
12.1	Calculation of Ratio of Earnings to Fixed Charges, and Ratio of Earnings to Fixed Charges and Preferred Dividends, incorporated herein by reference to Exhibit 12 of the Company's Annual Report on Form 10-K (File No. 1-6523) for the year ended December 31, 2011
23.1	Consent of McGuireWoods LLP (included in Exhibit 5.1)
23.2	Consent of Richards, Layton & Finger, P.A. (included in Exhibit 5.2)
23.3	Consent of Morrison & Foerster LLP (included in Exhibit 8.1)
23.4	Consent of PricewaterhouseCoopers LLP
24.1	Power of Attorney
24.2	Certified Resolutions
25.1	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Senior Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.3
25.2	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Subordinated Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.15
25.3	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Subordinated Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.21
25.4	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Subordinated Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.24
25.5	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Subordinated Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.26
25.6	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Subordinated Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.29
25.7	Statement of Eligibility of Deutsche Bank Trust Company Americas, as Senior Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.32
25.8	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Senior Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.34
25.9	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Senior Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.38
25.10	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Senior Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.43
25.11	Statement of Eligibility of Deutsche Bank Trust Company Americas, as Subordinated Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.48
25.12	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.52

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<u>Exhibit No.</u>	<u>Description</u>
25.13	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.54
25.14	Statement of Eligibility of The Bank of New York Mellon, as Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.56
25.15	Statement of Eligibility of The Bank of New York Mellon, as Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.57
25.16	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Indenture Trustee under the Restated Indenture (Junior Subordinated Notes), on Form T-1, with respect to the Indenture described above in Exhibit 4.82
25.17	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Trustee, on Form T-1, with respect to the Indenture described above in Exhibit 4.173
25.18	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Property Trustee under the Amended and Restated Declaration of Trust of BAC Capital Trust XVI, on Form T-1
25.19	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Property Trustee under the Amended and Restated Declaration of Trust of BAC Capital Trust XVII, on Form T-1
25.20	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Property Trustee under the Amended and Restated Declaration of Trust of BAC Capital Trust XVIII, on Form T-1
25.21	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Property Trustee under the Amended and Restated Declaration of Trust of BAC Capital Trust XIX, on Form T-1
25.22	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Property Trustee under the Amended and Restated Declaration of Trust of BAC Capital Trust XX, on Form T-1
25.23	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Guarantee Trustee under the Capital Securities Guarantee of Bank of America Corporation for the benefit of the holders of Capital Securities of BAC Capital Trust XVI, on Form T-1
25.24	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Guarantee Trustee under the Capital Securities Guarantee of Bank of America Corporation for the benefit of the holders of Capital Securities of BAC Capital Trust XVII, on Form T-1
25.25	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Guarantee Trustee under the Capital Securities Guarantee of Bank of America Corporation for the benefit of the holders of Capital Securities of BAC Capital Trust XVIII, on Form T-1
25.26	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Guarantee Trustee under the Capital Securities Guarantee of Bank of America Corporation for the benefit of the holders of Capital Securities of BAC Capital Trust XIX, on Form T-1
25.27	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Guarantee Trustee under the Capital Securities Guarantee of Bank of America Corporation for the benefit of the holders of Capital Securities of BAC Capital Trust XX, on Form T-1
25.28	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust I
25.29	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust II
25.30	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust III
25.31	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust IV

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<u>Exhibit No.</u>	<u>Description</u>
25.32	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust V
25.33	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust VI
25.34	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust VII
25.35	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust VIII
25.36	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust X
25.37	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust XI
25.38	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust XII
25.39	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust XIII
25.40	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust XIV
25.41	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of BAC Capital Trust XV
25.42	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of NB Capital Trust II
25.43	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of NB Capital Trust III
25.44	Statement of Eligibility of The Bank of New York Mellon, as Property Trustee, on Form T-1, with respect to the Amended and Restated Declaration of Trust of NB Capital Trust IV
25.45	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust I
25.46	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust II
25.47	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust III
25.48	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust IV
25.49	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust V
25.50	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust VI

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<u>Exhibit No.</u>	<u>Description</u>
25.51	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust VII
25.52	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust VIII
25.53	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust X
25.54	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust XI
25.55	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust XII
25.56	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the HITS Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust XIII
25.57	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the HITS Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust XIV
25.58	Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A., as Guarantee Trustee, on Form T-1, with respect to the Capital Securities Guarantee Agreement for the benefit of the holders of capital securities of BAC Capital Trust XV
25.59	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Guarantee Agreement for the benefit of the holders of capital securities of NB Capital Trust II
25.60	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Guarantee Agreement for the benefit of the holders of capital securities of NB Capital Trust III
25.61	Statement of Eligibility of The Bank of New York Mellon, as Guarantee Trustee, on Form T-1, with respect to the Guarantee Agreement for the benefit of the holders of capital securities of NB Capital Trust IV

* To be filed as an exhibit to a Current Report on Form 8-K at the time of a particular offering and incorporated herein by reference.

BANK OF AMERICA CORPORATION

SECOND SUPPLEMENT TO SERIES L DISTRIBUTION AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is dated as of March 30, 2012 (the "Agreement") among:

- (i) Bank of America Corporation, a Delaware corporation (the "Company"); and
- (ii) Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S," or a "Selling Agent").

W I T N E S S E T H:

WHEREAS, in connection with the issuance and offering of the Company's Senior Medium-Term Notes (the "Senior Notes") and its Subordinated Medium-Term Notes (the "Subordinated Notes," and together with the Senior Notes, the "Notes"), the Company, MLPF&S, Banc of America Securities LLC, Banc of America Investment Services, Inc. and First Republic Securities Company, LLC ("First Republic") were parties to a Distribution Agreement, dated April 10, 2008 (the "Original Agreement"), as supplemented by a supplemental agreement dated April 21, 2009 (as so supplemented, the "Distribution Agreement");

WHEREAS, MLPF&S and First Republic were appointed Selling Agents under the terms of the Original Agreement pursuant to a letter agreement dated January 2, 2009; and

WHEREAS, MLPF&S is currently the only appointed Selling Agent under the Distribution Agreement; and

WHEREAS, the Company and MLPF&S wish to amend the Distribution Agreement with respect to certain Notes to be offered by the Selling Agents on and after the date hereof.

NOW, THEREFORE, it is agreed as follows:

1. Application of this Agreement.

The provisions of this Agreement shall apply to all of the Notes offered by the Selling Agents on and after the date hereof, except for those Notes as to which the Pricing Supplement (or a similar comparable document filed with the Commission under Rule 424(b), which may be named "term sheet" or otherwise) is filed pursuant to the registration statement on Form S-3, file number 333-158663.

2. Definitions and Interpretation.

(a) Except where the context requires otherwise, the following terms used in the Distribution Agreement and the Procedures shall hereby be amended to have the following meanings:

"Base Prospectus" means the prospectus for the Company's debt securities and other securities filed as part of the Registration Statement for the offering of the Notes, together with the medium-term notes prospectus supplement dated the date hereof, or any amendment thereto, but not including any Pricing Supplement, any product supplement, any index supplement, any preliminary pricing supplement or any free writing prospectus (as such term is used in Rule 405 under the Securities Act).

“Registration Statement” means the registration statement on Form S-3, file number 333-[], as amended, including the financial statements, exhibits and schedules thereto, including any required information deemed to be a part thereof at the time of effectiveness pursuant to Rule 430B under the Securities Act or pursuant to the Exchange Act, at each time of effectiveness.

All references in the Distribution Agreement to the “Senior Indenture” shall include the Sixth Supplemental Indenture thereto, dated February 23, 2011.

All references in the Distribution Agreement to the “Subordinated Indenture” shall include the Third Supplemental Indenture thereto, dated February 23, 2011.

All references in the Distribution Agreement (including Exhibits and Annexes) to “this Agreement,” “the Agreement” or “the Distribution Agreement” shall mean the Distribution Agreement, as amended by this Agreement.

(b) All other capitalized terms used, but not defined herein, shall have the meanings set forth in the Distribution Agreement.

3. Additional Representations and Warranties. The parties hereby agree that the date hereof shall be a “Representation Date” as contemplated by Section 2(a) of the Original Agreement, and each of the Company’s representations and warranties set forth in the Original Agreement is deemed to be made as of the date hereof to the Selling Agents. In addition to such representations and warranties, as of the date hereof, and as of each Representation Date subsequent to the date hereof, the Company represents and warrants that:

(a) Due Authorization, Execution and Delivery. This Agreement has been duly authorized, executed and delivered by the Company and, assuming due authorization, execution, and delivery by the Selling Agents, constitutes a legal, valid and binding agreement of the Company enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or other similar laws affecting the rights of creditors now or hereafter in effect, and to equitable principles that may limit the right to specific enforcement of remedies, and except insofar as the enforceability of the indemnity and contribution provisions contained in the Distribution Agreement may be limited by federal and state securities laws, and further subject to 12 U.S.C. §1818(b)(6)(D) and similar bank regulatory powers and to the application of principles of public policy.

(b) XBRL. The interactive data in eXtensible Business Reporting Language incorporated by reference in the Registration Statement and the Base Prospectus fairly presents the information called for in all material respects and has been prepared in accordance with the Commission’s rules and guidelines applicable thereto.

(c) All references in the Distribution Agreement to "Section 2" shall be deemed to include the representations and warranties set forth in the above clauses (a) and (b) of this Section 3.

4. Administrative Procedures.

The administrative procedures with respect to the sale of Notes shall be agreed upon from time to time between the Selling Agents and the Company (the "Procedures"). The Procedures dated as of the date hereof and set forth in Annex I to this Agreement shall remain in effect until otherwise agreed by the applicable Selling Agent and the Company. Each Selling Agent and the Company agrees to perform the respective duties and obligations specifically provided to be performed by them in the Procedures.

5. Notices.

Unless otherwise provided herein, all notices required under the terms and provisions hereof shall be in writing, either delivered by hand, by mail or by telex, facsimile or telegram.

If to the Company:

Bank of America Corporation
Bank of America Corporate Center
NC1-007-07-13
100 North Tryon Street
Charlotte, North Carolina 28255
Attention: Angela C. Jones
Senior Vice President
Facsimile: (980) 387-8794

With a copy to:

Bank of America Corporation
Legal Department, NC1-002-29-1
100 North Tryon Street
Charlotte, North Carolina 28255
Attention: General Counsel
Facsimile: (704) 386-1670

McGuireWoods LLP
201 North Tryon Street
Charlotte, North Carolina 28202
Attention: Richard W. Viola
Facsimile: (704) 343-2300

If to MLPF&S:

Merrill Lynch, Pierce, Fenner & Smith
Incorporated
50 Rockefeller Plaza
New York, NY 10020
Attention: High Grade Debt Capital Markets Transaction Management/Legal
Telephone: (646) 855-0724
Facsimile: (212) 901-7881

With a copy to:

Morrison & Foerster LLP
1290 Avenue of the Americas
New York, New York 10104-0050
Attention: James R. Tanenbaum, Esq.
Facsimile: (212) 468-7900

or at such other address as such party may designate from time to time by notice duly given in accordance with the terms of this Section 12 of the Original Agreement.

6. Governing Law; Counterparts.

This Agreement and all the rights and obligations of the parties 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 such State, notwithstanding any otherwise applicable conflicts of law principles. This Agreement may be executed in counterparts and the executed counterparts shall together constitute a single instrument.

7. Effect of Headings.

The section and sub-section headings herein are for convenience only and shall not affect the construction hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their respective officers thereunto duly authorized as of the date and year first above written.

BANK OF AMERICA CORPORATION

By: _____

Name: Angela C. Jones
Title: Senior Vice President

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

By: _____

Name:
Title:

BANK OF AMERICA CORPORATION**ADMINISTRATIVE PROCEDURES****For Fixed Rate, Floating Rate and Indexed Medium-Term Notes
(Dated as of March 30, 2012)**

Senior Medium-Term Notes, Series L, which may be fixed rate, floating rate or indexed notes (the "Senior Notes") and Subordinated Medium-Term Notes, Series L, which may be fixed rate or floating rate notes (the "Subordinated Notes," and collectively, the "Notes") are to be offered on a continuing basis by Bank of America Corporation, a Delaware corporation (the "Company"), to or through Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S" or a "Selling Agent"), pursuant to a Distribution Agreement dated as of April 10, 2008, among the Company and the Selling Agents named therein (each, a "Selling Agent"), as supplemented by the Supplement to Series L Distribution Agreement dated April 21, 2009 and the Second Supplement to Series L Distribution Agreement dated as of March 30, 2012 (as so supplemented, the "Distribution Agreement"). The Distribution Agreement provides for the sale of Notes by the Company (a) through one or more of the Selling Agents as agents using their best efforts to solicit offers to purchase Notes, (b) to one or more Selling Agents as principal for resale to investors and other purchasers, including broker-dealers, and (c) directly to investors.

Unless otherwise agreed by the applicable Selling Agent(s) and the Company, and subject to the terms of the Distribution Agreement, the Notes will be offered and sold by the Selling Agents in their capacity as agent and not as principal, and the applicable Selling Agent(s) shall use their best efforts when requested by the Company to solicit offers to purchase the Notes. If otherwise agreed, the Notes will be purchased by the applicable Selling Agent(s) as principal(s), and such purchases will be made in accordance with terms agreed upon by the applicable Selling Agent(s) and the Company (which terms shall take the form of a written agreement between the applicable Selling Agent(s) and the Company or an oral agreement between the applicable Selling Agent(s) and the Company, confirmed in writing by those applicable Selling Agent(s) to the Company, each in accordance with the provisions of the Distribution Agreement). Only those provisions in these Administrative Procedures that are applicable to the particular role that a Selling Agent will perform shall apply.

Subject to Section 1(a) of the Distribution Agreement, the Company reserves the right to sell the Notes at any time directly on its own behalf to any unsolicited purchaser, whether directly to such purchaser or through an agent for such purchaser.

The Senior Notes will be issued as a series of securities pursuant to an Indenture dated as of January 1, 1995, between the Company (successor to NationsBank Corporation) and The Bank of New York Mellon Trust Company, N.A., as successor trustee (in such capacity, the "Senior Trustee") (as supplemented from time to time, the "Senior Indenture"), and will be issued in the respective forms attached to the Officers' Certificate of the Company delivered to the Senior Trustee on the date hereof pursuant to the Senior Indenture. The Subordinated Notes will be issued as a series of securities pursuant to an Indenture dated as of January 1, 1995,

between the Company (successor to NationsBank Corporation) and The Bank of New York Mellon Trust Company, N.A., as successor trustee (in such capacity, the “Subordinated Trustee” and, together with the Senior Trustee, the “Trustees”) (as supplemented from time to time, the “Subordinated Indenture”), and will be issued in the respective forms attached to the Officers’ Certificate of the Company delivered to the Subordinated Trustee on the date hereof pursuant to the Subordinated Indenture. The Senior Indenture and the Subordinated Indenture are hereinafter sometimes referred to collectively as the “Indentures.” In accordance with the provisions of the Indentures, unless otherwise specified in the applicable Notes, The Bank of New York Mellon Trust Company, N.A. will initially act as Authenticating Agent, Transfer Agent, Securities Registrar and Paying Agent with respect to the Senior Notes and the Subordinated Notes (in such respective capacities, the “U.S. Issuing and Paying Agent”), except that, unless otherwise specified in the applicable Notes and/or the applicable Pricing Supplement, The Bank of New York Mellon, acting through its London branch located at One Canada Square, London, England, E14 5AL, will initially act as Paying Agent with respect to the Senior Notes and the Subordinated Notes initially settling through Euroclear and/or Clearstream (each as defined below) (in such capacity, the “London Paying Agent,” and together with the U.S. Issuing and Paying Agent, the “Paying Agents”).

The Notes are unsecured debt securities which have been registered under the Securities Act of 1933, as amended (the “Securities Act”), on the Company’s registration statement on Form S-3, Registration No. 333- (the “Registration Statement”), filed with the Securities and Exchange Commission (the “SEC”) on March 30, 2012, which Registration Statement became automatically effective upon filing. The base prospectus dated as of March 30, 2012 included in the Registration Statement, as supplemented by a Prospectus Supplement dated as of March 30, 2012 with respect to the Notes, is referred to herein as the “Prospectus.” The Prospectus also may be supplemented with a “Product Supplement” that describes the general terms for a specific type of Indexed Note and that shall be filed with the SEC and be delivered to investors with the Prospectus and the applicable Pricing Supplement. The supplement to the Prospectus setting forth the specific terms of the Notes from time to time (as applicable) is herein referred to as a “Pricing Supplement.” All references herein to Pricing Supplement, shall mean the Pricing Supplement as supplemented by any underlying Product Supplement and the Prospectus.

Unless otherwise specified in the applicable Notes, each series of Notes will be issued either (a) in book-entry only form and represented by one or more fully registered global Notes without coupons (each, a “Global Note”) delivered to the U.S. Issuing and Paying Agent, as custodian for The Depository Trust Corporation (“DTC”), and/or to the London Paying Agent, as custodian for Euroclear Bank S.A./N.V., as operator of the Euroclear system (“Euroclear”) and Clearstream Banking, société anonyme, Luxembourg (“Clearstream”), and recorded in the book-entry system maintained by DTC or Euroclear and/or Clearstream, as applicable, (b) in book-entry only form and represented by a master registered global senior Note certificate (the “Master Note”) without coupons, held by the Trustee, as custodian for DTC and recorded in the book-entry system maintained by DTC, or (c) in limited circumstances, in certificated registered form (each, a “Certificated Note”) delivered to the investor, other purchaser or a person designated by such investor or other purchaser. Owners of beneficial interests in Notes issued in book-entry form (such interests referred to as “Book-Entry Notes”) will be entitled to physical delivery of Notes in certificated form equal in principal amount to their respective beneficial interests only under the limited circumstances described in the Indentures and the applicable Notes.

General procedures relating to the issuance of all Notes are set forth in Part I. Book-Entry Notes will be issued in accordance with the procedures set forth in Part II. In the event Certificated Notes are issued, the parties will agree on the necessary and appropriate issuance procedures at the time of issuance of such Certificated Notes. The procedures described herein for a particular series of Notes may be varied or changed by the parties. Those modifications or changes will be described, if necessary or appropriate, in the applicable Pricing Supplement. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Prospectus.

PART I: PROCEDURES OF GENERAL APPLICABILITY

Unless otherwise provided in the applicable Pricing Supplement, to the extent provided in the Prospectus Supplement and the accompanying Prospectus:

Amount:	There is no limit under the Registration Statement on the aggregate principal amount of Medium-Term Notes, Series L, that may be issued. The Company may issue Notes up to the aggregate principal amount authorized by the Company's board of directors from time to time.
Issue Date; Authentication:	Each Note will be dated as of the date of its authentication by the applicable Trustee (or any other authenticating agent duly appointed in accordance with the terms of the applicable Indenture). Each Note (a) represented by a Global Note shall also bear the date of the original issue of the applicable series and (b) represented by a Master Note will be dated as of the date of the appropriate notation to the applicable Master Note by the Trustee in accordance with the Master Note, and as set forth in the applicable Pricing Supplement (as applicable, the "Original Issue Date"). The Original Issue Date shall remain the same for all Notes subsequently issued upon transfer, exchange or substitution of an original Note regardless of their dates of authentication.
Maturities:	Each Note will mature on a date that is not less than three months from its Original Issue Date <u>provided, however,</u> that Floating Rate Notes and Indexed Notes will mature on an Interest Payment Date with respect to Floating Rate Notes, or such other date as specified in any applicable Product Supplement or the applicable Pricing Supplement with respect to Indexed Notes.
Registration:	Unless otherwise specified in the applicable Notes, the Notes will be issued only in fully registered form.

Denominations:

Unless otherwise specified in the applicable Notes and any related Pricing Supplement for such Notes, Notes will be denominated in U.S. dollars and will be issued in denominations of \$1,000 or any whole multiple of \$1,000 in excess of \$1,000.

Interest:

General. Each Note will bear interest in accordance with its terms. Interest on each Note will accrue from, and including, the most recent Interest Payment Date to which interest has been paid, or if no interest has been paid, from the Original Issue Date, to, but excluding, the next Interest Payment Date or the Stated Maturity Date (or such other maturity date as is specified in the applicable Note or applicable Pricing Supplement) or any earlier redemption date or optional repayment date, as the case may be (collectively referred to herein as the “Maturity Date”). For additional special provisions relating to Floating Rate Notes or Indexed Notes, see the Prospectus, any applicable Product Supplement and the applicable Pricing Supplement.

Regular Record Dates. Unless otherwise specified in the applicable Pricing Supplement, the Regular Record Date with respect to any Interest Payment Date for a Note shall be (a) for Book-Entry Notes, one Business Day (in Charlotte and New York City) (a “U.S. Business Day”) prior to the relevant Interest Payment Date and (b) for Certificated Notes, the date 15 calendar days (whether or not a U.S. Business Day) preceding the relevant Interest Payment Date.

Interest Payment Dates. Interest payments will be made on each Interest Payment Date specified in the applicable Pricing Supplement, commencing with the first Interest Payment Date following the Original Issue Date.

If an Interest Payment Date or the Maturity Date with respect to any Note falls on a day that is not a Business Day (under the definition set forth in the Pricing Supplement applicable to the particular Notes), the payment required to be made on such Interest Payment Date will be made on the appropriate date as provided in the Prospectus, the applicable Pricing Supplement and/or the applicable Note.

Interest payable on an Interest Payment Date (other than the Maturity Date) will be payable to the person in whose name a Note is registered at the close of business on the Regular Record Date next preceding such Interest Payment Date, except that the first payment of interest on a Note with an Original Issue Date between a Regular Record Date and an Interest Payment Date (or on an Interest Payment Date) will be payable to the registered Holder as of the next succeeding Regular Record Date, on the Interest Payment Date

following such succeeding Regular Record Date. Interest payable at the Maturity Date will be payable to the person to whom the principal of such Note is payable.

Amortizing Notes. The Company may issue Fixed Rate Notes which provide for periodic installment payments of principal and interest according to an amortization table, which shall be prepared by the Company and described in the applicable Pricing Supplement. For any Notes that are not represented by a Master Note, the amortization table shall be attached to the applicable Notes at the time of issuance.

Original Issue Discount Notes. The Company may issue Notes at a price lower than their principal amount or lower than their minimum guaranteed repayment amount at maturity (an “Original Issue Discount Note”). The applicable Pricing Supplement will specify whether the relevant Note is an Original Issue Discount Note. For any Notes that are not represented by a Master Note, the applicable Note will also specify whether the relevant Note is an Original Issue Discount Note. For the avoidance of doubt, a note issued with “de minimis original issue discount” for U.S. federal tax purposes shall not be deemed to be an Original Issue Discount Note.

Prepayment/Redemption:

The Notes may be subject to prepayment at the option of the Holders of the Notes in accordance with the terms of the Notes and the applicable Pricing Supplement on their respective prepayment option dates, if any. Prepayment option dates, if any, will be fixed at the time of sale and set forth in the applicable Pricing Supplement. If no prepayment option dates are indicated for a Note, then that Note may not be prepaid at the option of the Holder prior to its Stated Maturity Date.

The Notes may be subject to redemption by the Company on and after their respective Initial Redemption Dates, if any. Initial Redemption Dates, if any, will be fixed at the time of sale and set forth in the applicable Pricing Supplement. If no Initial Redemption Dates are indicated for a Note, then that Note will not be redeemable at the option of the Company prior to its Stated Maturity Date. Unless otherwise specified in the applicable Note and/or the applicable Pricing Supplement, any notes that are redeemable at the Company’s option may be redeemed only on an Interest Payment Date on or after the Initial Redemption Date.

Calculation of Interest:

Unless otherwise specified in the applicable Note and the applicable Pricing Supplement, interest on the Notes will be calculated as set forth in the Prospectus.

At the time of the sale of Floating Rate Notes, the Company will appoint a calculation agent to determine the rates of interest and amount of interest payable for those Floating Rate Notes, and that calculation agent will be identified in the applicable Pricing Supplement.

Calculations and Determinations for Indexed Notes:

Calculations or other determinations of principal, interest or other amounts relating to Indexed Notes determined by reference to one or more securities, including a security issued by a third party, currencies, commodities, interest rates, stock indices or other indices or formulae will be made in accordance with the applicable Pricing Supplement for those Indexed Notes.

At the time of the sale of Indexed Notes, the Company will appoint a calculation agent to determine the applicable calculations relating to that issue of Indexed Notes, and that calculation agent will be identified in the applicable Pricing Supplement.

Exchange Rate for Non-U.S. Dollar Denominated Debt Securities:

For Notes issued in a currency other than U.S. dollars, the Trustee shall determine the applicable rate of exchange for payment in U.S. dollars in the circumstances described in the Prospectus, or as may otherwise be described in the applicable Note and/or in any applicable Pricing Supplement.

Acceptance and Rejection of Offers from Solicitation by Selling Agent or Selling Agents on Agency Basis:

A Selling Agent will communicate to the Company, orally or in writing, each offer to purchase Notes solicited by such Selling Agent on an agency basis, other than those offers rejected by such Selling Agent. Each Selling Agent has the right, in its sole discretion, reasonably exercised, to reject any proposed purchase of Notes solicited by it, as a whole or in part, and any such rejection is not deemed a breach of the Selling Agent's agreement contained in the Distribution Agreement. The Company has the sole right to accept or reject any proposed purchase of the Notes, in whole or in part, and any such rejection is not deemed a breach of the Company's agreement contained in the Distribution Agreement. Each Selling Agent has agreed to make reasonable efforts to assist the Company in obtaining performance by each purchaser whose offer to purchase Notes has been solicited by such Selling Agent and accepted by the Company.

Preparation of Pricing Supplement:

If any offer to purchase a Note is accepted by the Company, the Company promptly will prepare a Pricing Supplement reflecting the terms of such Note and file such Pricing Supplement with the SEC in accordance with Rule 424 promulgated under the Securities Act. Information to be included in the Pricing Supplement shall include, among other things:

1. the name of the Company;

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2. the title of the securities, including series designation, if any, and whether the Note is senior or subordinated;
 3. the date of the Pricing Supplement and any applicable Product Supplement and the dates of the Prospectus and Prospectus Supplement to which the Pricing Supplement relates;
 4. the name(s) of the Selling Agent(s);
 5. whether the Notes are being sold to the Selling Agent(s) as principal(s) or to an investor or other purchaser through the Selling Agent(s) acting as agent(s) for the Company;
 6. for Notes sold to the Selling Agent(s) as principal(s), whether those Notes will be resold by the Selling Agent(s) to investors and other purchasers (i) at a fixed public offering price of a specified percentage of their principal amount, (ii) at varying prices related to prevailing market prices at the time of resale to be determined by the Selling Agent(s) or (iii) at 100% of their principal amount;
 7. for Notes sold to an investor or other purchaser through the Selling Agent(s) acting as agent(s) for the Company, whether such Notes will be sold at (i) 100% of their principal amount or (ii) at a specified percentage of their principal amount;
 8. the Selling Agent's (or Selling Agents') commission or underwriting discount;
 9. net proceeds to the Company;
 10. the applicable terms of the Notes as set forth in Exhibit B to the Distribution Agreement;
 11. the information with respect to the terms of the Notes set forth herein (whether Book-Entry Notes or Certificated Notes) under "Procedures for Notes Issued in Book-Entry Form—Settlement Procedures for DTC Notes," Settlement Procedure "A"; and
 12. any other provisions of the Notes material to investors or other purchasers of the Notes not otherwise specified in the Prospectus, any applicable Product Supplement or the applicable Pricing Supplement.

One copy of such document will be sent by facsimile or overnight express (for delivery as soon as practicable following the trade, but in no event later than 12:00 noon on the applicable Business Day following the applicable trade date) to the applicable Selling Agent(s), the applicable Trustee and the applicable Paying Agent at the following applicable address:

For delivery of prospectuses, pricing supplements, etc.:

if to MLPF&S, to:

Merrill Lynch, Pierce, Fenner & Smith Incorporated
One Bryant Park
New York, New York 10036
Attention:
Telephone:
Facsimile:
E-mail:

if to the U.S. Issuing and Paying Agent, to:

The Bank of New York Mellon Trust Company, N.A.
Towermarc Plaza, 2nd Floor
10161 Centurion Parkway
Jacksonville, Florida 32256
Attention: Christie Leppert
Telephone: (904) 998-4717
Facsimile: (904) 645-1921
E-mail: christie.leppert@bnymellon.com

if to the London Paying Agent, to:

The Bank of New York Mellon
One Canada Square
London, England
E14 5AL
Attention: Corporate Trust Administration
Facsimile: +44-207-964-4637
E-mail: hamish.carmody@bnymellon.com

if to the Senior Trustee, to:

The Bank of New York Mellon Trust Company, N.A.
Towermarc Plaza, 2nd Floor
10161 Centurion Parkway
Jacksonville, Florida 32256
Attention: Christie Leppert
Telephone: (904) 998-4717
Facsimile: (904) 645-1921
E-mail: christie.leppert@bnymellon.com

if to the Subordinated Trustee, to

The Bank of New York Mellon Trust Company, N.A.
Towermarc Plaza, 2nd Floor
10161 Centurion Parkway
Jacksonville, Florida 32256
Attention: Christie Leppert
Telephone: (904) 998-4717
Facsimile: (904) 645-1921
E-mail: christie.leppert@bnymellon.com

For record keeping purposes, one copy of each Pricing Supplement, as so delivered shall also be mailed or sent by facsimile or other electronic transmission to:

Morrison & Foerster LLP
1290 Avenue of the Americas
New York, New York 10104
Attention: James R. Tanenbaum, Esq.
Telephone: (212) 468-8000
Facsimile: (212) 468-7900
E-mail: jtanenbaum@mofa.com

and to:

Bank of America Corporation
Bank of America Corporate Center
100 North Tryon Street
NC1-007-07-13
Charlotte, North Carolina 28255-0065
Attention: Corporate Treasury—Securities Administration
Telephone: (866) 804-5241
Facsimile: (980) 387-8794
E-mail: securities.administration@bankofamerica.com

and to:

McGuireWoods LLP
201 North Tryon Street
Charlotte, North Carolina 28202
Attention: Richard W. Viola
Telephone: (704) 343-2030
Facsimile: (704) 343-2300
E-mail: rviola@mcguirewoods.com

Outdated Pricing Supplements (other than those retained for files), and the Prospectus to which they are attached, will be destroyed.

Settlement: The receipt of immediately available funds by the Company in payment for a Note and the authentication and delivery of such Note, with respect to such Note, shall constitute “settlement.” Offers accepted by the Company will be settled within three to five Business Days (either in Charlotte, North Carolina and New York City or in London, as applicable), or at such time as the purchaser and the Company shall agree, pursuant to the Settlement Procedures Timetable set forth in Part II of these Administrative Procedures (each such date fixed for settlement is hereinafter referred to as a “Settlement Date”). Unless otherwise agreed, if procedures “A” and “B” in each of “Procedures for Notes Issued in Book-Entry Form—Settlement Procedures for DTC Notes” and “—Settlement Procedures for Euro Notes” below for a particular offer are not completed on or before the time set forth in each such section, such offer shall not be settled until the applicable Business Day following the completion of the applicable procedures “A” and “B,” or such later date as the purchaser and the Company shall agree.

These Settlement Procedures, as well as those described in Part II, may be modified for any purchase of Notes by a Selling Agent as principal, if so agreed among the Company, the applicable Selling Agent, and the applicable Paying Agent.

Procedure for Changing Rates or Other Variable Terms:

When a decision has been reached to change the interest rate or any other variable term on any Notes being sold by the Company, the Company promptly will advise the applicable Selling Agent(s) and the applicable Paying Agent by facsimile or other electronic transmission, and the applicable Selling Agent(s) forthwith will suspend solicitation of offers to purchase such Notes. The applicable Selling Agent(s) will telephone the Company with recommendations as to the changed interest rates or other variable terms. At such time as the Company advises the applicable Selling Agent(s) and the applicable Paying Agent by facsimile transmission of the new interest rates or other variable terms, the applicable Selling Agent(s) may resume solicitation of offers to purchase such Notes. Until that time, only “indications of interest” may be recorded. Immediately after acceptance by the Company of an offer to purchase Notes at a new interest rate or new variable term, the Company, the applicable Selling Agent(s) and the applicable Paying Agent shall follow the procedures set forth under “Settlement Procedures.”

Confirmation: For each offer to purchase a Note solicited by a Selling Agent and accepted by or on behalf of the Company, the Selling Agent will issue a confirmation to the purchaser in accordance with standard practices in the securities industry of the jurisdiction(s) in which the Notes are offered prevailing at the time.

Delivery of Prospectus and Applicable Pricing Supplement:

A copy of the most recent Prospectus and the applicable Pricing Supplement must accompany or precede the earlier of (a) the written confirmation of sale sent to an investor or other purchaser or its agent and (b) the delivery of Notes to an investor or other purchaser or its agent (in accordance with, if applicable, Rule 172 under the Securities Act).

Documents Incorporated by Reference:

Upon request, unless otherwise available via the SEC's Electronic Data Gather, Analysis and Retrieval System ("EDGAR") or a successor system, the Company shall supply the Selling Agents with any documents incorporated by reference in the Registration Statement.

**PART II: PROCEDURES FOR NOTES ISSUED
IN BOOK-ENTRY FORM**

In connection with the qualification of Notes issued in book-entry form for eligibility in the book-entry system maintained by DTC or Euroclear and/or Clearstream, the applicable Paying Agent will perform the custodial, document control and administrative functions described below, (a) for the U.S. Issuing and Paying Agent, in accordance with its obligations under the Letter of Representations from the Company and the U.S. Issuing and Paying Agent to DTC, dated April 10, 2008, and its obligations as a participant in DTC, including DTC's Same-Day Funds Settlement System ("SDFS") and (b) for the London Paying Agent, in accordance with any applicable arrangements in place between the Company and the London Paying Agent and/or between the Company and Euroclear and/or Clearstream.

Issuance:

At the option of the Company, certain Fixed Rate Notes issued in book-entry form having the same Original Issue Date, interest rate, day-count convention, Regular Record Dates, Interest Payment Dates, Registrar, depository, redemption and/or repayment terms, if any, and Stated Maturity Date (collectively, the "Fixed Rate Terms") may be represented initially by a single Global Note. At the option of the Company, certain Floating Rate Notes issued in book-entry form having the same Original Issue Date and formula for the calculation of interest, specifying the same base interest rate, or any other rate set forth by the Company, initial interest rate, index maturity, spread or spread multiplier (if any), minimum interest rate (if any), maximum interest rate (if any), redemption and/or repayment terms (if any) and Stated Maturity Date (collectively, "Floating Rate Terms") may be represented initially by a single Global Note. At the option of the Company, certain Indexed Notes issued in book-entry form having the same Original Issue Date, underlying security, currency, commodity, interest rate,

stock index or indices, other indices or formulae, initial interest rate, minimum interest rate (if any), maximum interest rate (if any), redemption and/or repayment terms (if any), exchange options (if any) and Maturity Date (collectively, "Indexed Note Terms") may be represented by a single Global Note.

Each Global Note will be dated and issued the date of its authentication by the applicable Paying Agent. The date from which interest will begin to accrue with respect to each Global Note will be (a) for an original Global Note (or any portion thereof), its Original Issue Date and (b) for any Global Note (or portion thereof) issued subsequently upon exchange of a Global Note or in lieu of a destroyed, lost or stolen Global Note, the most recent Interest Payment Date to which interest has been paid or duly provided for on the predecessor Global Note or Notes (or if no such payment or provision has been made, the Original Issue Date of the predecessor Global Note or Notes), regardless of the date of authentication of such subsequently issued Global Note. No Global Note shall represent any Certificated Note.

Further, at the option of the Company, certain Fixed Rate Notes, Floating Rate Notes and Indexed Notes may be represented by a Master Note. Each Pricing Supplement referenced in the applicable Master Note shall govern the terms of the Notes represented thereby. The Senior Trustee shall make the indicated notations on the schedule to the Master Note to indicate its issuance, exchange and/or transfer.

For other variable terms for Fixed Rate Notes, Floating Rate Notes and Indexed Notes, see the Prospectus, any applicable Product Supplement and the applicable Pricing Supplement.

Identification:

CUSIP Numbers. The Company has arranged with the CUSIP Service Bureau of Standard & Poor's Corporation (the "CUSIP Service Bureau") for the reservation of one or more series of CUSIP numbers which have been reserved for and relate to Global Notes or to Notes represented by Master Notes to be issued under the Program and denominated in U.S. dollars and settling initially through DTC (referred to herein as "DTC Notes"), and the Company has delivered to each of the Trustees, the U.S. Issuing and Paying Agent and DTC lists of such CUSIP numbers. The Company will assign CUSIP numbers to DTC Notes as described below under "—Settlement Procedures for DTC Notes" in procedure "B." DTC will notify the CUSIP Service Bureau periodically of the CUSIP numbers that the Company has assigned to DTC Notes. The applicable Trustee or the U.S. Issuing and Paying Agent will notify the Company at any time when fewer than

100 of each series of the reserved CUSIP numbers remain unassigned to DTC Notes, and, if it deems necessary, the Company will reserve and obtain additional CUSIP numbers for assignment to DTC Notes. Upon obtaining such additional CUSIP numbers, the Company will deliver a list of such additional numbers to the respective Trustees, the U.S. Issuing and Paying Agent and DTC. Book-Entry Notes having an aggregate principal amount in excess of \$500,000,000 (or such other maximum amount then required by DTC) and otherwise required to be represented by the same DTC Note will instead be represented by two or more DTC Notes which shall all be assigned the same CUSIP number.

ISINs and Common Codes For DTC Notes trading through Euroclear and/or Clearstream, the Company (either on its own behalf or through the applicable Trustee or the applicable Selling Agent) will obtain an ISIN, and the London Paying Agent will obtain a Common Code, for those DTC Notes following confirmation of the purchase and/or delivery of the final term sheet for the applicable Notes. For Global Notes or Notes represented by Master Notes (denominated in U.S. dollars or in any other currency) settling initially through Euroclear and/or Clearstream (referred to herein as “Euro Notes”), the London Paying Agent will obtain the ISIN and Common Code for the applicable Euro Notes from Euroclear and/or Clearstream as described below in Settlement Procedures and will notify the Company, the applicable Trustee and the U.S. Issuing and Paying Agent of the ISIN and Common Code assigned to such Notes.

Registration:

Unless otherwise specified by DTC, each DTC Note will be registered in the name of Cede & Co., as nominee for DTC, on the register maintained by the U.S. Issuing and Paying Agent under the applicable Indenture. It is expected that the beneficial owner of a Book-Entry Note (or one or more indirect participants in DTC designated by such owner) will designate one or more participants in DTC (with respect to such Note, the “Participants”) to act as agent for such beneficial owner in connection with the book-entry system maintained by DTC, and DTC will record in book-entry form, in accordance with instructions provided by such Participants, a credit balance with respect to such DTC Note issued in book-entry form in the account of such Participants. The ownership interest of such beneficial owner in such DTC Note issued in book-entry form will be recorded through the records of such Participants or through the separate records of such Participants and one or more indirect participants in DTC.

Each Euro Note will be registered in the name of The Bank of New York Depository (Nominees) Limited, or a successor entity, as

common depository for Euroclear and/or Clearstream. The ownership interests of beneficial owners of a Euro Note will be recorded in book-entry form on the account of participants in Euroclear and/or Clearstream (“Participants”).

Transfers: Transfers of beneficial ownership interests in a Note will be accomplished by book entries made by DTC or Euroclear and/or Clearstream, as applicable, and, in turn, by Participants (and in certain cases, one or more indirect participants in DTC or Euroclear and/or Clearstream) acting on behalf of beneficial transferors and transferees of the related Note.

Denominations: Unless otherwise specified in the applicable Note and any related Pricing Supplement for such Note, all Notes will be denominated in U.S. dollars in minimum denominations of \$1,000 and integral multiples of \$1,000 in excess of \$1,000.

Payments of Principal and Interest: Payments of Interest Only. At least 10 calendar days before any date for payment on the applicable DTC Note, the U.S. Issuing and Paying Agent will deliver to the Company and DTC a written notice specifying by CUSIP number the amount of interest to be paid on each DTC Note on the following Interest Payment Date (other than an Interest Payment Date coinciding with the Maturity Date) and the total of such amounts. DTC will confirm the amount payable on each DTC Note on the Interest Payment Date by reference to the daily bond reports published by Standard & Poor’s, a division of The McGraw-Hill Companies, Inc. (“S&P”).

For Euro Notes, as soon as practicable before the applicable Interest Payment Date, the common depository will advise Euroclear and/or Clearstream and the London Paying Agent of the amount of interest to be paid on each Euro Note, specified by ISIN and Common Code, on the following Interest Payment Date (other than an Interest Payment Date coinciding with the Maturity Date).

On the Interest Payment Date, the Company will pay to the applicable Paying Agent in immediately available funds an amount sufficient to pay the interest then due and owing, and upon receipt of such funds from the Company, the applicable Paying Agent in turn will pay to DTC or Euroclear and/or Clearstream, as applicable, such total amount of interest due (other than at the Maturity Date), at the times and in the manner set forth below under “Manner of Payment.”

Payments of Other Amounts with respect to Indexed Notes. For Indexed Notes, the payment amounts other than interest, principal and premium, if any, including amounts payable on exchange for cash, will be made at such time and pursuant to the methods set forth in any applicable Pricing Supplement and the applicable Note.

Payments at Maturity. On or about the first U.S. Business Day of each month, the applicable Paying Agent will deliver to the Company and DTC or Euroclear and/or Clearstream, as applicable, a written list of principal, interest and premium, if any, to be paid on each Note maturing either at the Stated Maturity Date (or such other maturity date as is specified in the applicable Note), or on a redemption date in, or for which an option to elect repayment has been received with respect to, the following month. The applicable Paying Agent, the Company and DTC or Euroclear and/or Clearstream, as applicable, will confirm the amounts of such principal, premium, if any, and interest payments with respect to a Note on or about the fifth U.S. Business Day preceding the Maturity Date of such Note. At maturity, the Company will pay to the applicable Paying Agent in immediately available funds an amount sufficient to make the Maturity Date payment, and upon receipt of such funds the applicable Paying Agent in turn will pay to DTC or Euroclear and/or Clearstream, as applicable, the principal amount of the Note, together with interest and premium, if any, due at the Maturity Date, at the times and in the manner set forth below under “Manner of Payment.” Promptly after payment to DTC or Euroclear and/or Clearstream, as applicable, of the principal, interest and premium, if any, due at the Maturity of such Note, the applicable Paying Agent will cancel such Note and deliver it to the Company with an appropriate debit instruction. In the case of redemption or optional repayment of a portion, but less than all, of the Notes represented by a Note, the applicable Paying Agent shall (a) issue a new Note, in accordance with the procedures set forth herein, representing the balance of the Notes issued in book-entry form not so redeemed or repaid, or (b) make an appropriate notation on the applicable Note in accordance with its terms. On or about the first U.S. Business Day of each month, the applicable Paying Agent will deliver to the Company a written statement indicating the total principal amount of outstanding Notes as of the close of business on the immediately preceding Business Day.

Manner of Payment. The total amount of any principal, interest and premium, if any, due on Notes on any Interest Payment Date or at the Maturity Date shall be paid by the Company to the applicable Paying Agent in funds available for use by the applicable Paying Agent no later than 11:00 a.m., New York City time for DTC Notes or 11:00 a.m., London time for Euro Notes, on that date. The Company will make that payment on those Notes to an account specified by the applicable Paying Agent. Upon receipt of such

funds, the applicable Paying Agent will pay by separate wire transfer (using Fedwire message entry instructions in a form previously specified by DTC or other form previously specified by Euroclear and/or Clearstream, as applicable) to an account at the Federal Reserve Bank of New York previously specified by DTC or to an account specified by Euroclear and/or Clearstream, in funds available for immediate use by DTC or Euroclear and/or Clearstream, as applicable, each payment of principal, interest and premium, if any, due on a Note on that date. Thereafter on that date, it is expected that DTC will pay, in accordance with its SDFS operating procedures then in effect, or Euroclear and/or Clearstream will pay, such amounts in funds available for immediate use to the respective Participants in whose names such Notes are recorded in the applicable book-entry system. None of the Company, the respective Trustees or the applicable Paying Agent shall have any responsibility or liability for the payment by DTC or Euroclear and/or Clearstream, as applicable, of the principal of, or interest or premium, if any, on the Notes to the Participants.

Withholding Taxes. Without prejudice to any obligation of any person, the amount of any taxes required under applicable law to be withheld from any payment on a Note generally will be determined and withheld by DTC, Euroclear and/or Clearstream; the Participant therein; the indirect participant in DTC, Euroclear and/or Clearstream; or other person responsible for forwarding payments and materials directly to the beneficial owner of such beneficial interest in the Note.

Settlement Procedures for DTC Notes:

Unless otherwise agreed to among the parties, the Settlement Procedures with regard to each DTC Note, whether purchased by the applicable Selling Agent(s), as principal(s), or sold through the applicable Selling Agent(s), as agent(s) of the Company, will be as set forth below. Each procedure specified below shall be completed as soon as practicable, but not later than the respective time (New York City time) on the applicable day as set forth below. For purposes of this section describing Settlement Procedures for DTC Notes only, "Business Day" shall mean a U.S. Business Day, as defined above in Part I.

11:00 a.m. on the applicable trade date

A. The applicable Selling Agent(s) will advise the Company by telephone, confirmed by facsimile or other electronic transmission (which confirmation may take the form of a term sheet prepared by the applicable Selling Agent(s)), of the following settlement information:

1. Issue Price, Principal amount of the Note, and whether such Note is a Senior Note or Subordinated Note.

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2. The applicable terms set forth in Exhibit A to the Distribution Agreement.
 3. Price to public, if any, of the Note (or whether the Note is being offered at varying prices relating to prevailing market prices at time of resale as determined by the applicable Selling Agent(s)).
 4. Trade Date.
 5. Original Issue Date.
 6. Settlement Date.
 7. Stated Maturity Date.
 8. If applicable, Amortization Table, specifying the rate at which an Amortizing or Indexed Amortizing Note is to be amortized, and with respect to an Indexed Amortizing Note, specifying the applicable reference rate, if any, or lock-out date, if any.
 9. Provisions regarding exchange options, if any, including the exchange ratio, method for determining when Notes may be exchanged and at whose option, dates of exchange and any other necessary information.
 10. Redemption provisions, if any, including Initial Redemption Date, Initial Redemption Percentage (as defined in the Note) and the Redemption Reduction Percentage (as defined in the Note) and frequency, whether partial redemption is permitted and method of determining Notes to be redeemed.
 11. Prepayment option dates and prepayment option prices, if any.
 12. Extension provisions, if any, including length of Extension Periods, number of Extension Periods and Final Maturity Date.
 13. Renewal terms, if any, of a renewable Note.
 14. Net proceeds to the Company.

15. The Selling Agent's commission or underwriting discount and the Selling Agent's participant account at DTC or any other depository for settlement.
16. Whether such Notes are being sold to the Selling Agent(s) as principal or to an investor or other purchaser through the Selling Agent(s) acting as agent(s) for the Company, or by the Company itself.
17. Whether such Note is being issued with Original Issue Discount and the applicable Original Issue Discount terms.
18. Such other information specified with respect to the Notes (whether by addendum, text to be included under "Other Provisions" on the face of such Note, or otherwise).

As soon as practicable following the trade, but no later than 12:00 noon on the Business Day immediately following the applicable trade date

- B. After receiving such settlement information from the Selling Agent(s), the Company will assign a CUSIP number to the Note and will obtain or will arrange for the applicable Trustee, the applicable Selling Agent or the London Paying Agent, as applicable, to obtain an ISIN and Common Code if the Notes also are clearing through Euroclear and/or Clearstream. The Company will then advise the applicable Trustee by facsimile or other electronic transmission of the above settlement information received from the Selling Agent(s), the CUSIP number, ISIN and Common Code (as applicable) and the name of the Selling Agent(s). The Company will prepare a Pricing Supplement to the Prospectus and deliver copies to the Selling Agent(s) and the applicable Trustee.

As soon as practicable following the trade, but no later than 12:00 noon on the Business Day immediately preceding the Settlement Date

- C. The U.S. Issuing and Paying Agent will communicate to DTC and the Selling Agent(s), through DTC's Participant Terminal System, a pending deposit message specifying the following settlement information:
1. The information set forth in the Settlement Procedure "A."
 2. Identification numbers of the participant accounts maintained by DTC on behalf of the applicable Paying Agent and the Selling Agent(s).
 3. Identification of the Note as a Fixed Rate Note, Floating Rate Note or Indexed Note.

4. The Initial Interest Payment Date for such Note, the number of days by which such date succeeds the related record date for DTC purposes (or, in the case of Floating Rate Notes or Indexed Notes, which reset daily or weekly, the date five calendar days preceding the Interest Payment Date) and, if then calculable, the amount of interest payable on such Interest Payment Date (which amount shall have been confirmed by the U.S. Issuing and Paying Agent).

5. The CUSIP number, ISIN and Common Code (as applicable) of the Note.

6. Whether such Note represents any other Notes issued or to be issued in book-entry form.

9:00 a.m. on the Settlement Date

D. DTC will arrange for each pending deposit message described above to be transmitted to S&P, which will use the information in the message to include certain terms of the Note in the appropriate daily bond report published by S&P.

9:00 a.m. on the Settlement Date

E. Unless otherwise agreed by the parties, the Company will complete the Note representing the Notes and will deliver such Note to the applicable Trustee (or any other authentication agent duly appointed in accordance with the terms of the applicable Indenture) for authentication, to be held by the applicable Trustee as custodian for DTC. If the Notes are to be represented by the Master Note, the Company or its counsel will so notify the Senior Trustee, and the Senior Trustee will make appropriate notations on the schedule to the Master Note to reflect the issuance.

10:00 a.m. on the Settlement Date

F. DTC will credit the Notes to the participant account of the U.S. Issuing and Paying Agent maintained by DTC.

No later than 2:00 p.m. on the Settlement Date

G. The applicable Trustee will enter an SDFS deliver order through DTC's Participant Terminal System instructing DTC (i) to debit the Note to such Trustee's participant account and credit the Note to the participant account of the applicable Selling Agent(s) maintained by DTC and (ii) unless the Company is to receive such funds outside of the DTC system, to debit the settlement account of such Trustee maintained by DTC in an amount equal to the initial public offering price of such Note less such Selling Agent's (or Selling Agents') discount or underwriting commission, as applicable. Any entry of such a delivery order shall be deemed to constitute a representation and warranty by such

Trustee to DTC that (i) the Note representing such Note has been issued and authenticated and (ii) such Trustee is holding the Note pursuant to its Certificate Agreement with DTC.

- No later than 2:00 p.m. on the Settlement Date* H. In the case of Notes sold through the applicable Selling Agent(s), as agent(s), and such Selling Agent(s) will enter an SDFS deliver order through DTC's Participant Terminal System instructing DTC (i) to debit the Note to the applicable Selling Agent's (or Selling Agents') participant account and credit the Note to the participant account of the Participants maintained by DTC and (ii) to debit the settlement accounts of the Participants and credit the settlement account of the applicable Selling Agent(s) maintained by DTC in an amount equal to the initial public offering price of the Note.
- 3:00 p.m. on the Settlement Date* I. Transfers of funds in accordance with SDFS deliver orders described in procedures "G" and "H" above will be settled in accordance with SDFS operating procedures in effect on the Settlement Date.
- 3:30 p.m. on the Settlement Date* J. Upon receipt, the applicable Trustee will pay the Company, by wire transfer of immediately available funds to an account specified by the Company to the U.S. Issuing and Paying Agent from time to time, the amount transferred to the U.S. Issuing and Paying Agent in accordance with procedure "G" above
- 4:00 p.m. on the Settlement Date* K. If the Note was sold through a Selling Agent, as agent, that Selling Agent will confirm the purchase of the Note to the investor or other purchaser by transmitting to the Participant with respect to the Note a confirmation order either (i) through DTC's Participant Terminal System or (ii) by mailing a written confirmation to such investor or other purchaser.
- L. Unless otherwise directed by the Company, if an offering of Notes is sold through more than one Selling Agent, and MLPF&S is one of the Selling Agents, then, solely for purposes of effecting delivery of the Notes, MLPF&S shall act as settlement agent for the other Selling Agents as follows:
1. The Notes will initially be credited to MLPF&S's participant account with DTC and, concurrently therewith, MLPF&S will issue an order through DTC's Participant

Terminal System to transfer the Notes sold by such other Selling Agents to the participant account or accounts of such Selling Agents or such other parties based on the written instructions given by such other Selling Agents to MLPF&S.

2. Each Selling Agent will provide its written instructions to MLPF&S prior to the relevant settlement date.

3. MLPF&S is acting solely as settlement agent on behalf of such other Selling Agents and will not have any contractual commitment to purchase or sell any Notes sold by such other Selling Agents or any proprietary interest therein.

4. The settlement arrangements contemplated by this procedure "L" shall not in any way limit the obligations of such other Selling Agents pursuant to the Distribution Agreement or these Procedures with respect to the settlement of any Notes sold by such other Selling Agents, including such Selling Agent's obligation to cause the initial public offering price of such Notes less such Selling Agent's discount or underwriting commission to be paid and transferred as contemplated above.

If a sale is to be settled more than one U.S. Business Day after the Trade Date, procedures "A," "B" and "C" above may, if necessary, be completed at any time prior to the specified times on the first applicable Business Day after such Trade Date. Procedure "I" above is subject to extension in accordance with any extension of Fedwire closing deadlines and in the other events specified in the SDFS operating procedures in effect on the Settlement Date.

If settlement of a Book-Entry Note is rescheduled or canceled by the Company, the U.S. Issuing and Paying Agent will deliver to DTC, through DTC's Participant Terminal System, a cancellation message to such effect by no later than 2:00 p.m., New York City time for DTC on the Business Day immediately preceding the scheduled Settlement Date, and if the Notes are represented by a Master Note, the Senior Trustee shall make appropriate notations on the schedule thereto.

Settlement Procedures for Euro Notes:

Unless otherwise agreed to among the parties, the Settlement Procedures with regard to each Euro Note, whether purchased by the applicable Selling Agent(s), as principal(s), or sold through the applicable Selling Agent(s), as agent(s) of the Company, will be as

set forth below. Each procedure specified below shall be completed as soon as practicable, but not later than the respective time (London time) set forth below. For purposes of this section describing Settlement Procedures for Euro Notes only, "Business Day" shall mean a business day for any LIBOR notes as defined in the Prospectus.

3:00 p.m. on the trade date

A. The applicable Selling Agent(s) will advise the Company by telephone, confirmed by facsimile or other electronic transmission (which confirmation may take the form of a term sheet prepared by the applicable Selling Agent(s)), of the settlement information set forth above under procedure "A" of "Settlement Procedures for DTC Notes." The Company will telephone the London Paying Agent to give details of the issuance, to be confirmed in writing as described below in procedure "B."

As soon as practicable following the trade, but no later than 4:00 p.m. on the Business Day immediately following the trade date

B. The Company will advise the London Paying Agent by facsimile or other electronic transmission of the above settlement information received from the Selling Agent(s) and the name(s) of the Selling Agent(s). The London Paying Agent will obtain an ISIN and Common Code from Euroclear and/or Clearstream (or, if applicable, will obtain a temporary ISIN and temporary Common Code from Euroclear and/or Clearstream) and will advise the Company and the applicable Trustee of the same by facsimile or other electronic transmission. The Company will prepare and execute a Pricing Supplement to the Prospectus and will deliver signed copies of the Pricing Supplement to the Selling Agent(s), the London Paying Agent and the applicable Trustee.

As soon as practicable following the trade, but no later than 3:00 p.m. on the second Business Day immediately preceding the Settlement Date

C. The London Paying Agent will deliver the applicable Pricing Supplement, along with all necessary payment instructions, to Euroclear and/or Clearstream, which will use the information provided in the applicable Pricing Supplement to establish the Notes on their book-entry systems. For Floating Rate Notes or Indexed Notes, the applicable Calculation Agent will notify the Company, the London Paying Agent and the applicable Trustee of the initial interest rate; if the initial interest rate has not been determined at that time, the Calculation Agent will so notify the parties as soon as the rate has been determined. After receipt of the initial interest rate, the London Paying Agent will deliver that information to Euroclear and/or Clearstream.

<i>2:00 p.m. on the Business Day immediately preceding the Settlement Date</i>	D. Unless otherwise agreed by the parties, the Company will complete the Note representing the Notes and will deliver such Note to the applicable Trustee (or any other authenticating agent duly appointed in accordance with the terms of the applicable Indenture) for authentication.
<i>9:00 a.m. on the Settlement Date</i>	E. The U.S. Issuing and Paying Agent will deliver the authenticated Note to the London Paying Agent, as custodian for the common depository for Euroclear and/or Clearstream.
<i>10:00 a.m. on the Settlement Date</i>	F. Euroclear and/or Clearstream will credit interests in the Notes to the participant account of the London Paying Agent (or such other account as the London Paying Agent may instruct).
<i>12:00 noon on the Settlement Date</i>	G. The London Paying Agent will instruct Euroclear and/or Clearstream to credit the Notes in the specified amounts to the participant accounts specified in instructions referred to in procedure "C" above (which accounts may be those of the applicable Selling Agent(s) and, unless the Company is to receive such funds via a separate wire transfer, to debit the settlement account of the London Paying Agent in the amount equal to the initial public offering price of such Notes less the Selling Agent's (or Selling Agents') discount or commission. Transfers of funds in accordance with the instructions from the London Paying Agent will be settled in accordance with the operating procedures of Euroclear and/or Clearstream in effect on the Settlement Date.
<i>3:00 p.m. on the Settlement Date</i>	H. Upon receipt, the London Paying Agent will pay the Company, by wire transfer of immediately available funds, to an account specified by the Company, the amount transferred to the London Paying Agent in accordance with procedure "G" for Euro Notes. The London Paying Agent will confirm the purchases to the Company by facsimile or other electronic transmission.
Failure to Settle:	If the U.S. Issuing and Paying Agent fails to enter an SDFS deliver order with respect to a Book-Entry Note represented by a DTC Note pursuant to procedure "G" above for DTC Notes, the U.S. Issuing and Paying Agent may deliver to DTC, through DTC's Participant Terminal System, as soon as practicable a withdrawal message instructing DTC to debit such Note from the participant account of the U.S. Issuing and Paying Agent maintained at DTC. DTC will process the withdrawal message, provided that such participant account contains a principal amount that is at least equal

to the principal amount to be debited. If withdrawal messages are processed with respect to all the Book-Entry Notes represented by a DTC Note, the U.S. Issuing and Paying Agent will mark such DTC Note "canceled," make appropriate entries in its records and send certification of destruction of such canceled DTC Note to the Company. The CUSIP number assigned to such DTC Notes, in accordance with CUSIP Service Bureau procedures, shall be canceled and not immediately reassigned. If withdrawal messages are processed with respect to a portion of the Book-Entry Notes represented by a DTC Note, the U.S. Issuing and Paying Agent will exchange such DTC Note for two DTC Notes, one of which shall represent the Book-Entry Notes for which withdrawal messages are processed and shall be canceled immediately after issuance, and the other of which shall represent the other Book-Entry Notes previously represented by the surrendered DTC Note and shall bear the CUSIP number of the surrendered DTC Note, and if the Notes are represented by a Master Note, the Senior Trustee shall make appropriate notations on the schedule thereto.

In the case of any DTC Note sold through a Selling Agent, as agent, if the purchase price for any Book-Entry Note represented by the DTC Note is not timely paid to the Participants with respect to such Book-Entry Note by the beneficial investor or other purchaser thereof (or a person, including an indirect participant in DTC, acting on behalf of such investor or other purchaser), such Participants and, in turn, the related Selling Agent may enter SDFS deliver orders through DTC's Participant Terminal System reversing the orders entered pursuant procedures "G" and "H" for DTC Notes, respectively. Thereafter, the U.S. Issuing and Paying Agent will deliver the withdrawal message and take the related actions described in the preceding paragraph. If such failure shall have occurred for any reason other than default by the applicable Selling Agent to perform its obligations hereunder or under the Distribution Agreement, the Company will reimburse the applicable Selling Agent on an equitable basis for its reasonable loss of the use of funds during the period when the funds were credited to the account of the Company.

Notwithstanding the foregoing, upon any failure to settle with respect to a Note, DTC may take any actions in accordance with its SDFS operating procedures then in effect. In the event of a failure to settle with respect to a Book-Entry Note that was to have been represented by a DTC Note also representing other Book-Entry Notes, the U.S. Issuing and Paying Agent will provide, in accordance with procedure "E" for the DTC Notes and with procedure for the authentication and issuance of a Book-Entry Note representing such remaining Notes and will make appropriate entries in its records.

[FORM OF REGISTERED GLOBAL SENIOR NOTE]**BANK OF AMERICA CORPORATION
Medium-Term Senior Note, Series L****REGISTERED GLOBAL SENIOR NOTE**

This Note is a global security within the meaning of the Indenture dated as of January 1, 1995, as supplemented from time to time (the "Indenture"), between Bank of America Corporation (the "Issuer") and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the "Trustee") under the Indenture and is registered in the name of [Cede & Co., as the nominee of The Depository Trust Company (55 Water Street, New York, New York) (the "Depository")] [The Bank of New York Mellon Depository (Nominees) Limited, as nominee of The Bank of New York Mellon, the common depository (the "Common Depository") for Euroclear Bank S.A./N.V., as operator of the Euroclear system, and/or Clearstream Banking, société anonyme, Luxembourg]. This Note is not exchangeable for definitive or other Notes registered in the name of a person other than [the Depository or its nominee] [the Common Depository], except in the limited circumstances described in the Indenture or in this Note, and no transfer of this Note (other than a transfer as a whole by [the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any such nominee to a successor depository or a nominee of such successor depository] [the Common Depository to a successor common depository]) may be registered except in the limited circumstances described in the Indenture.

[Unless this Note is presented by an authorized representative of the Depository to the Issuer or its agent for registration of transfer, exchange or payment, and this Note is registered in the name of CEDE & CO., or such other name as requested by an authorized representative of the Depository, and unless any payment is made to CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, since the registered owner hereof, CEDE & CO., has an interest herein.]¹

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

THIS NOTE IS A DIRECT, UNCONDITIONAL, UNSECURED AND UNSUBORDINATED GENERAL OBLIGATION OF BANK OF AMERICA CORPORATION. THE OBLIGATIONS EVIDENCED BY THIS NOTE RANK PARI PASSU WITH ALL OTHER UNSECURED AND UNSUBORDINATED OBLIGATIONS OF BANK OF AMERICA CORPORATION, EXCEPT OBLIGATIONS THAT ARE SUBJECT TO ANY PRIORITIES OR PREFERENCES UNDER APPLICABLE LAW.

¹ Modify in the case of all Registered Global Notes other than DTC Global Notes.

THIS NOTE IS SOLD IN MINIMUM DENOMINATIONS AS NOTED HEREIN AND IN THE PRICING SUPPLEMENT OR INDEXED PAYMENT RIDER ATTACHED HERETO AND CANNOT BE EXCHANGED FOR NOTES IN SMALLER DENOMINATIONS. EACH OWNER OF A BENEFICIAL INTEREST IN THIS NOTE IS REQUIRED TO HOLD A BENEFICIAL INTEREST OF A PRINCIPAL AMOUNT OF THIS NOTE EQUAL TO THE MINIMUM AUTHORIZED DENOMINATION AT ALL TIMES.

No. R-
CUSIP No.:
ISIN:
Common Code:

Registered

Principal Amount: [\$]

BANK OF AMERICA CORPORATION
Medium-Term Senior Note, Series L

[INSERT SPECIFIC NAME OR DESIGNATION OF THE NOTES]
REGISTERED GLOBAL SENIOR NOTE

ORIGINAL ISSUE DATE²:

This Note is an Extendible Note at the Holder's Option. [See attached Rider]

STATED MATURITY DATE:

This Note is an Extendible Note at the Issuer's Option. [See attached Rider]

CURRENCY:

- U.S. Dollars
 Other (specify):

This Note is an Amortizing Note. [See payment schedule in attached Pricing Supplement]

- FIXED RATE NOTE
 FLOATING RATE NOTE
 INDEXED NOTE

- See attached Principal Repayment Amount Rider
 See attached Interest Payment Amounts or Supplemental Payment Amount Rider

FLOATING RATE/FIXED RATE NOTE

RECORD DATES:

[CALCULATION AGENT:]

BANK OF AMERICA CORPORATION, a Delaware corporation (herein called the "Issuer," which term includes any successor corporation), for value received, hereby promises to pay to [CEDE & CO., as nominee for The Depository Trust Company][THE BANK OF NEW YORK MELLON DEPOSITORY (NOMINEES) LIMITED, as nominee of The Bank of New York Mellon, the common depository for Euroclear Bank S.A./N.V., as operator of the Euroclear system, and/or Clearstream Banking, société anonyme, Luxembourg], or its registered assigns, the principal amount specified above (or if this Note is designated as an Indexed Note above, the Principal Repayment Amount and/or the Supplemental Payment Amount calculated in accordance with the provisions set forth in the Pricing Supplement (which may include a related product supplement and/or index supplement), Principal Repayment Amount Rider or

² The form provides that interest, if any, will accrue from the Original Issue Date. In the event a series of Notes is reopened, interest will accrue from the Original Issue Date for all tranches of Notes of that series. However, in the event a series of Notes is reopened, the authentication date for each tranche of Notes will be the date that tranche of Notes is settled, which may be different from the Original Issue Date.

Supplemental Payment Amount Rider, as applicable, attached hereto (referred to collectively as the “Pricing Supplement”)) as adjusted in accordance with Schedule 1 hereto, on the Stated Maturity Date³ specified above (except to the extent redeemed or repaid prior to the Stated Maturity Date), and to pay interest thereon (i) in accordance with the provisions set forth on the reverse hereof in Section 2(a), if this Note is designated as a “Fixed Rate Note” above, (ii) in accordance with the provisions set forth on the reverse hereof under the Section 2(b), if this Note is designated as a “Floating Rate Note” above, (iii) in accordance with the provisions set forth on the reverse hereof in Section 2(c), if this Note is designated as a “Floating Rate/Fixed Rate Note” above, or (iv) in accordance with the provisions set forth in the Pricing Supplement, if this Note is designated as an “Indexed Note” above, in each case as such provisions may be modified or supplemented by the terms and provisions set forth in the Pricing Supplement, and (to the extent that the payment of such interest shall be legally enforceable) to pay interest at the Default Rate per annum specified in the Pricing Supplement on any overdue principal and premium, if any, and on any overdue installment of interest. If no Default Rate is specified in the Pricing Supplement, the Default Rate shall be the fixed or floating Interest Rate or Interest Rates on this Note specified in the Pricing Supplement. “Maturity,” when used herein, means the date on which the principal of this Note or an installment of principal becomes due and payable in full in accordance with the terms of this Note and of the Indenture, whether at the Stated Maturity Date or by declaration of acceleration, call for redemption, prepayment at the holder’s option or otherwise.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will be paid to the person in whose name this Note (or one or more predecessor Notes evidencing all or a portion of the same debt as this Note) is registered, unless otherwise specified on the face hereof or in the Pricing Supplement (i) for book-entry only Notes denominated in U.S. dollars, at the close of business on the date that is one business day (in Charlotte, North Carolina and New York City) prior to such Interest Payment Date or (ii) for book-entry only Notes denominated in a currency other than U.S. dollars and for any Notes in definitive form, at the close of business on the fifteenth calendar day immediately preceding such Interest Payment Date (each, referred to herein as the “Regular Record Date”); provided, however, that the first payment of interest on any Note with an Original Issue Date between a Regular Record Date and an Interest Payment Date or on an Interest Payment Date will be made on the Interest Payment Date following the next Regular Record Date to the person in whose name this Note is registered at the close of business on such next Regular Record Date; and provided, further, that interest payable at Maturity (the “Maturity Date”) will be payable to the person to whom the principal hereof shall be payable. The principal so payable, and punctually paid or duly provided for, at Maturity will be paid to the person in whose name this Note (or one or more predecessor Notes evidencing all or a portion of the same debt as this Note) is registered at the time of payment by the Trustee. Any such interest or principal not punctually paid or duly provided for shall be payable as provided in this Note and in the Indenture.

³ This form provides for Notes that will mature only on a specified date. If the Maturity of Notes of a series may be extended at the option of the holder, or if the Issuer may elect the extension of Maturity of the Notes of a series, the form, as used, will be modified by the applicable Rider attached to this Note to provide for additional terms relating to such renewal or extension, as the case may be, including the period or periods for which the Maturity may be extended, changes in the interest rate, if any, and requirements for notice.

Payment of principal of, and premium, if any, and interest on, this Note due at Maturity will be made in immediately available funds upon presentation and surrender of this Note at the office of the applicable Paying Agent (as described on the reverse hereof) maintained for that purpose, and in accordance with the procedures of the depository or clearing system noted hereon; provided, that this Note is presented to the Paying Agent in time for the Paying Agent to make such payment in accordance with its normal procedures. Payments of interest on this Note (other than at Maturity) will be made by wire transfer to such account as has been appropriately designated to the Paying Agent by the person entitled to such payments.

The Issuer will pay any administrative costs imposed by any bank in making payments in immediately available funds, but any tax, assessment or governmental charge imposed upon payments hereunder, including, without limitation, any withholding tax, will be borne by the holder hereof.

Reference is made to the further provisions of this Note set forth on the reverse hereof and in the Pricing Supplement attached hereto, which shall have the same effect as though fully set forth at this place. In the event of any conflict between the provisions contained herein or on the reverse hereof and the provisions contained in the Pricing Supplement attached hereto, the latter shall control. References herein to "this Note," "hereof," "herein" and comparable terms shall include the Pricing Supplement attached hereto.

Unless the certificate of authentication hereon has been executed by the Trustee (or other authentication agent duly appointed in accordance with the Indenture), by manual signature of an authorized signatory, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, Bank of America Corporation has caused this instrument to be duly executed on its behalf, by manual or facsimile signature.

Dated: _____

BANK OF AMERICA CORPORATION

[CORPORATE SEAL]

ATTEST:

By: _____

Name:

Title:

By: _____

Title: [Assistant] Secretary

CERTIFICATE OF AUTHENTICATION

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

Dated: _____

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: _____
Authorized Signatory

**[ATTACH PRICING SUPPLEMENT AND/OR
INDEXED PAYMENT RIDER, AS APPLICABLE]**

BANK OF AMERICA CORPORATION
Medium-Term Senior Note, Series L

PRINCIPAL REPAYMENT AMOUNT RIDER

[formula]
[supplemental amount]
[indexed item]
[valuation date]
[event of default]
[market disruption]
[conversion features and mechanics]
[ability to settle in stock or other non-cash property]
[other]

BANK OF AMERICA CORPORATION
Medium-Term Senior Note, Series L

INTEREST PAYMENT AMOUNTS OR
SUPPLEMENTAL PAYMENT AMOUNT RIDER

[formula]
[Interest Payment Amount(s) or Supplemental Payment Amount determination date(s)]
[dates for payment of Interest Payment Amount(s) or Supplemental Payment Amount]
[indexed item]
[formula/methodology for determining indexed item on determination date(s)]
[delivery of securities or other non-cash property]
[other terms]

[Reverse of Note]

BANK OF AMERICA CORPORATION
Medium-Term Senior Note, Series L

REGISTERED GLOBAL SENIOR NOTE

SECTION 1. *General.* This Note is one of a duly authorized issue of senior notes of the Issuer to be issued in one or more series under the Indenture dated January 1, 1995, as supplemented from time to time (the "Indenture"), between Bank of America Corporation (the "Issuer") and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the "Trustee"), and to which Indenture reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Issuer and the Trustee and the London Paying Agent (as described below) thereunder and the holders of the Notes and of the terms upon which the Notes are, and are to be, authenticated and delivered. The terms Trustee and London Paying Agent shall include any additional or successor trustee or agents appointed in such capacities by the Issuer in accordance with the terms of the Indenture.

This Note is also one of the Notes issued pursuant to the Prospectus Supplement dated March 30, 2012 to the Prospectus dated March 30, 2012, as either of such documents may be supplemented or amended from time to time, or pursuant to any document that supersedes or replaces either of such documents from time to time (referred to collectively herein as the "Prospectus"), for the offer and sale of the Issuer's senior and subordinated medium-term notes, Series L (the "Notes"). The Notes may have different issue and maturity dates, bear interest at different rates and vary in such other ways as provided in the Indenture and described in the Prospectus. The specific terms of each issuance of Notes will be described in a Pricing Supplement.

The Issuer has initially appointed the Trustee to act as the U.S. Issuing and Paying Agent, Security Registrar and Transfer Agent for the Notes and The Bank of New York Mellon to act as the London Paying Agent for certain of the Notes through its London branch (the "London Paying Agent" and, with the Trustee, each, a "Paying Agent"). This Note may be presented or surrendered for payment, and notices, designations or requests in respect of payments with respect to this Note may be served, at the corporate trust office of the Trustee, located at 101 Barclay Street, New York, New York, 10286, and/or at the office of the London Paying Agent located at One Canada Square, London, E14 5AL, as applicable, or such other locations as may be specified by the applicable Paying Agent and notified to the Issuer and the registered holder of this Note.

Unless specified otherwise in the Pricing Supplement, this Note will not be subject to a sinking fund.

SECTION 2. *Interest Provisions.*

(a) Fixed Rate Notes. If this Note is designated as a "Fixed Rate Note" on the face hereof, the Issuer will pay interest on the principal amount specified on the face of this Note (as adjusted

in accordance with Schedule 1 hereto) on each Interest Payment Date specified in the Pricing Supplement and at Maturity, commencing on the first Interest Payment Date succeeding the Original Issue Date specified above, except as provided on the face hereof, until payment of such principal sum has been made or duly provided for. Unless otherwise specified in the Pricing Supplement, if this Note has a Maturity Date of less than one year from the Original Issue Date, interest on this Note will be paid only at Maturity.

Payments of interest hereon will include interest accrued from, and including, the most recent Interest Payment Date to which interest on this Note (or any predecessor Note) has been paid or duly provided for (or, unless otherwise specified in the Pricing Supplement, if no interest has been paid or duly provided for, from, and including, the Original Issue Date) to, but excluding, the relevant Interest Payment Date or Maturity Date, as the case may be.

Unless otherwise specified in the Pricing Supplement, if this Note has an original maturity less than one year and is payable in U.S. dollars, interest (including payments for partial periods) will be computed and paid on the basis of the actual number of days elapsed divided by 360. Unless otherwise specified in the Pricing Supplement, if this Note has an original maturity of one year or more and is payable in U.S. dollars, interest (including payments for partial periods) will be computed on the basis of a 360-day year of twelve 30-day months. Unless otherwise specified in the Pricing Supplement, if this Note is denominated in a currency other than U.S. dollars or Canadian dollars, interest will be computed on the basis of the Actual/Actual (ISMA) Fixed Day Count Convention. Unless otherwise specified in the Pricing Supplement, if this Note is denominated in Canadian dollars, interest will be calculated using Actual/Actual (Canadian Compound Method).

“Actual/Actual (ISMA) Fixed Day Count Convention” means:

- (a) in the case of fixed-rate notes where the number of days in the relevant period from and including the most recent Interest Payment Date (or, if none, from, and including, the interest commencement date, which unless specified otherwise in the Pricing Supplement shall be the Original Issue Date) to, but excluding, the relevant payment date (referred to as the **“accrual period”**) is equal to or shorter than the determination period (as defined below) during which the accrual period ends, the number of days in the accrual period divided by the product of (1) the number of days in that determination period and (2) the number of determination periods that would occur in one calendar year, assuming interest was to be payable in respect of the whole of that year; or
- (b) in the case of fixed-rate notes where the accrual period is longer than the determination period during which the accrual period ends, the sum of:
 - (1) the number of days in that accrual period falling in the determination period in which the accrual period begins divided by the product of (x) the number of days in such determination period and (y) the number of determination periods that would occur in one calendar year, assuming interest was to be payable in respect of the whole of that year; and

(2) the number of days in that accrual period falling in the next determination period divided by the product of (x) the number of days in such determination period and (y) the number of determination periods that would occur in one calendar year, assuming interest was to be payable in respect of the whole of that year.

“**Determination period**” means the period from, and including, a determination date to, but excluding, the next determination date (including, where either the interest commencement date or the final Interest Payment Date is not a determination date, the period commencing on the first determination date prior to, and ending on the first determination date falling after, such date).

“**Determination date**” means each date specified in the Pricing Supplement or, if none is specified, each Interest Payment Date.

“**Actual/Actual (Canadian Compound Method)**” means, when calculating interest due on any Interest Payment Date for a full semi-annual interest period, the day count fraction will be 30/360, and, when calculating interest for any interest period that is shorter than a full semi-annual interest period, the day count fraction will be Actual/365 (Fixed).

Unless otherwise specified in the Pricing Supplement, if any Interest Payment Date or the Maturity Date of this Note falls on a day that is not a Business Day, the related payment of principal, premium, if any, or interest on this Note will be made on the next succeeding Business Day with the same force and effect as if made on the date such payments were due, and no additional interest will accrue in respect of the amount so payable for the period from and after such Interest Payment Date or the Maturity Date, as the case may be.

(b) Floating Rate Notes. If this Note is designated as a “*Floating Rate Note*” on face hereof, the Issuer will pay interest on the principal amount specified on the face of this Note (as adjusted in accordance with Schedule 1 hereto) on each Interest Payment Date specified in the Pricing Supplement and at Maturity, commencing on the first Interest Payment Date succeeding the Original Issue Date specified on the face hereof, unless the Original Issue Date occurs between a Regular Record Date and the next Interest Payment Date, in which case interest shall be payable commencing on the Interest Payment Date following the next Regular Record Date, at a rate per annum determined in accordance with the provisions hereof and the Pricing Supplement, until payment of such principal sum has been made or duly provided for. Unless otherwise specified in the Pricing Supplement, if this Note has a Maturity Date of less than one year from the Original Issue Date, interest on this Note will be paid only at Maturity.

Payments of interest hereon will include interest accrued from, and including, the most recent Interest Payment Date to which interest on this Note (or any predecessor Note) has been paid or duly provided for (or, unless otherwise provided in the Pricing Supplement, if no interest has been paid or duly provided for, from and including the Original Issue Date) to, but excluding, the relevant Interest Payment Date or Maturity Date, as the case may be (each such period, an “Interest Period”).

As set forth in the Pricing Supplement, this Note may have either or both of the following: (i) a maximum numerical interest rate limitation, or ceiling, on the rate at which interest may accrue during any Interest Period (“Maximum Interest Rate”); or (ii) a minimum

numerical interest rate limitation, or floor, on the rate at which interest may accrue during any interest period (“Minimum Interest Rate”); provided, however, that the interest rate on this Note will in no event be higher than the maximum rate permitted by applicable law.

The Base Rate (as defined herein) with respect to this Note may be (i) the federal funds rate, (ii) the London interbank offered rate, or “LIBOR,” (iii) the Eurozone interbank offered rate, or “EURIBOR,” (iv) the prime rate, (v) the treasury rate or (vi) such other rate as is described in the Pricing Supplement.

Except as described below, this Note will bear interest at the rate determined by reference to the appropriate interest rate basis (the “Base Rate”) and Index Maturity, each as specified in the Pricing Supplement, (i) plus or minus the Spread, if any, specified in the Pricing Supplement and/or (ii) multiplied by the Spread Multiplier, if any, specified in the Pricing Supplement. The interest rate in effect during an Interest Period will be the rate determined by the Calculation Agent specified in the Pricing Supplement on the “calculation date” by reference to the Interest Determination Date (as described below).

The “calculation date” pertaining to any Interest Determination Date will be the date by which the Calculation Agent specified in the Pricing Supplement computes the amount of interest owed on this Note for the related Interest Period. Unless otherwise specified in the Pricing Supplement, the “calculation date” will be the earlier of (a) the tenth calendar day after the related Interest Determination Date or, if that date is not a Business Day, the next succeeding Business Day; or (b) the Business Day immediately preceding the applicable Interest Payment Date or the Stated Maturity Date or the date of redemption or the date of prepayment, as the case may be.

The interest rate in effect on each day shall be (a) if such day is an Interest Reset Date, the interest rate determined as of the Interest Determination Date pertaining to such Interest Reset Date or (b) if such day is not an Interest Reset Date, the interest rate determined as of the Interest Determination Date pertaining to the immediately preceding Interest Reset Date. Unless otherwise specified herein or in the Pricing Supplement, if any Interest Reset Date specified in the Pricing Supplement (including the Initial Interest Reset Date, as specified in the Pricing Supplement) falls on a day that is not a Business Day, the Interest Reset Date will be postponed to the next day that is a Business Day, except that, unless otherwise specified in the Pricing Supplement, in the case of a LIBOR note or a EURIBOR note, if the next Business Day is in the next succeeding calendar month, the Interest Reset Date will be the immediately preceding Business Day. The Interest Reset Dates are subject to adjustment as described below.

Unless otherwise specified in the Pricing Supplement: (i) the “Interest Determination Date” with respect to any Note that has as its Base Rate the federal funds rate or the prime rate will be the Business Day immediately preceding the related Interest Reset Date; (ii) the “Interest Determination Date” with respect to any Note that has LIBOR as its Base Rate will be the second London Banking Day preceding the related Interest Reset Date, unless the Index Currency specified in the Pricing Supplement is pounds sterling, in which case the Interest Determination Date will be the Interest Reset Date; (iii) the “Interest Determination Date” with respect to any Note that has EURIBOR as its Base Rate will be the second TARGET Settlement Date (as defined below) preceding the related Interest Reset Date; and (iv) the “Interest

Determination Date” with respect to any Note that has as its Base Rate the treasury rate will be the day of the week in which the related Interest Reset Date falls on which Treasury bills of the Index Maturity specified in the Pricing Supplement normally would be auctioned; provided, however, that if an auction is held on the Friday of the week preceding the related Interest Reset Date, the related “Interest Determination Date” shall be such preceding Friday; and provided, further, that if an auction is held on any Interest Reset Date then the Interest Reset Date shall instead be the first Business Day following such auction.

For a Note whose interest rate is determined by reference to two or more Base Rates, unless otherwise specified in the Pricing Supplement, the “Interest Determination Date” shall be the most recent Business Day that is at least two Business Days prior to the applicable Interest Reset Date for the Note on which each Base Rate is determinable.

Unless otherwise specified in the Pricing Supplement, if any Interest Payment Date falls on a day that is not a Business Day, the related payment of interest will be made on the next succeeding Business Day. However, unless otherwise specified in the Pricing Supplement, if this Note has as its Base Rate LIBOR or EURIBOR, as described below, if an Interest Payment Date falls on a date that is not a Business Day, and the next Business Day is in the next calendar month, the Interest Payment Date will be the immediately preceding Business Day. In each such case, except for the Interest Payment Date falling on the Maturity Date, the Interest Periods and the Interest Reset Dates will be adjusted accordingly to calculate the amount of interest payable on this Note. Unless otherwise specified in the Pricing Supplement, if the Maturity Date of this Note falls on a day that is not a Business Day, the related payment of principal of, or premium, if any, or interest on, this Note will be made on the next succeeding Business Day with the same force and effect as if made on the date such payments were due, and no additional interest will accrue in respect of the amount so payable for the period from and after the Maturity Date.

Accrued interest on this Note is calculated by multiplying the principal amount of the Note by an accrued interest factor. The accrued interest factor is the sum of the interest factors calculated for each day in the period for which accrued interest is being calculated. Unless otherwise indicated in the Pricing Supplement, the daily interest factor will be computed on the basis of a 360-day year of twelve 30-day months if the Day Count Convention specified in the Pricing Supplement is “30/360” for the period specified thereunder, or on the basis of the actual number of days in the Interest Period divided by 360 if the Day Count Convention specified in the Pricing Supplement is “Actual/360” for the period specified thereunder, or on the basis of the actual number of days in the Interest Period divided by 365, or in the case of an Interest Payment Date falling in a leap year, 366, if the Day Count Convention specified in the Pricing Supplement is “Actual/Actual” for the period specified thereunder. If no Day Count Convention is specified in the Pricing Supplement, the daily interest factor will be computed and interest will be paid (including payments for partial periods) as follows: (i) for Notes that have as a Base Rate the federal funds rate, LIBOR, EURIBOR, the prime rate, or any other rate other than the treasury rate, as if “Actual/360” had been specified in the Pricing Supplement; (ii) for Notes that have the treasury rate as a Base Rate, as if “Actual/Actual” had been specified in the Pricing Supplement; and (iii) for Notes that are denominated in Canadian dollars, unless otherwise specified in the Pricing Supplement, as if “Actual/365” had been specified in the Pricing Supplement.

All amounts used in or resulting from any calculation on this Note will be rounded to the nearest cent, if the currency specified on the face hereof (referred to herein as the "Specified Currency") is U.S. dollars, or to the nearest corresponding hundredth of a unit, if the Specified Currency is other than U.S. dollars, with one-half cent or one-half of a corresponding hundredth of a unit or more being rounded upward. Unless otherwise specified in the Pricing Supplement, all percentages resulting from any calculation are rounded to the nearest one hundred-thousandth of a percent, with five one-millionths of a percentage point rounded upward. For example, 9.876545% (or .09876545) will be rounded to 9.87655% (or .0987655).

Notwithstanding the calculations determined as specified below, the interest rate hereon shall not be greater than the Maximum Interest Rate, if any, or less than the Minimum Interest Rate, if any, specified in the Pricing Supplement.

The Calculation Agent shall calculate the interest rate hereon in accordance with the procedures described below on or before each calculation date. At the request of the registered holder hereof, the Calculation Agent will provide to such holder the interest rate hereon then in effect and, if determined, the interest rate which will become effective as of the next Interest Reset Date.

Determination of LIBOR. LIBOR for any Interest Determination Date will be the arithmetic mean of the offered rates for deposits in the relevant Index Currency having the Index Maturity described in the Pricing Supplement, commencing on the related Interest Reset Date, as the rates appear on the LIBOR Reuters page designated in the Pricing Supplement as of 11:00 A.M., London time, on that Interest Determination Date, if at least two offered rates appear on the designated LIBOR page, except that, if the designated LIBOR Reuters page only provides for a single rate, that single rate will be used.

If fewer than two of the rates described above appear on that page or no rate appears on any page on which only one rate normally appears, then the Calculation Agent will determine LIBOR as follows:

- The Calculation Agent will select four major banks in the London interbank market, after consultation with the Issuer. On the Interest Determination Date, those four banks will be requested to provide their offered quotations for deposits in the relevant Index Currency having an Index Maturity specified in the Pricing Supplement commencing on the Interest Reset Date to prime banks in the London interbank market at approximately 11:00 A.M., London time.
- If at least two quotations are provided, the Calculation Agent will determine LIBOR as the arithmetic mean of those quotations.
- If fewer than two quotations are provided, the Calculation Agent will select, after consultation with the Issuer, three major banks in New York City. On the Interest Determination Date, those three banks will be requested to provide their offered quotations for loans in the relevant Index Currency having an Index Maturity specified in the Pricing Supplement commencing on the Interest Reset Date to leading European banks at approximately 11:00 A.M., New York time. The Calculation Agent will determine LIBOR as the average of those quotations.

- If fewer than three New York City banks selected by the Calculation Agent are quoting rates, LIBOR for that interest period will remain LIBOR then in effect on the Interest Determination Date.

Determination of EURIBOR. EURIBOR means, for any Interest Determination Date, the rate for deposits in euro as sponsored, calculated, and published jointly by the European Banking Federation and ACI—The Financial Market Association, or any company established by the joint sponsors for purposes of compiling and publishing those rates, having the Index Maturity specified in the Pricing Supplement, as that rate appears on the display on Reuters, or any successor service, on page EURIBOR01 or any other page as may replace such page (“**Reuters Page EURIBOR01**”), as of 11:00 A.M., Brussels time.

The following procedures will be followed if EURIBOR cannot be determined as described above:

- If no offered rate appears on Reuters Page EURIBOR01 on an Interest Determination Date at approximately 11:00 A.M., Brussels time, then the Calculation Agent, after consultation with the Issuer, will select four major banks in the Euro-zone interbank market to provide a quotation of the rate at which deposits in euro having the Index Maturity specified in the Pricing Supplement are offered to prime banks in the Euro-zone interbank market, and in a principal amount not less than the equivalent of €1,000,000, that is representative of a single transaction in euro in that market at that time. If at least two quotations are provided, EURIBOR will be the average of those quotations.
- If fewer than two quotations are provided, then the Calculation Agent, after consultation with the Issuer, will select four major banks in the Euro-zone interbank market to provide a quotation of the rate offered by them, at approximately 11:00 A.M., Brussels time, on the Interest Determination Date, for loans in euro to prime banks in the Euro-zone interbank market for a period of time equivalent to the Index Maturity specified in the Pricing Supplement commencing on that Interest Reset Date and in a principal amount not less than the equivalent of €1,000,000, that is representative of a single transaction in euro in that market at that time. If at least three quotations are provided, EURIBOR will be the average of those quotations.
- If three quotations are not provided, EURIBOR for that Interest Determination Date will be equal to EURIBOR for the immediately preceding interest period.

“**Euro-zone**” means the region comprising Member States of the European Union that have adopted the euro as their single currency in accordance with the Treaty establishing European Community, as amended.

Determination of Treasury Rate. The “treasury rate” for any Interest Determination Date is the rate set at the auction of direct obligations of the United States (“**Treasury bills**”) having the Index Maturity described in the Pricing Supplement, as specified under the caption “Investment Rate” on the display on Reuters, or any successor service, on page USAUCTION 10/11 or any other page as may replace such page.

The following procedures will be followed if the treasury rate cannot be determined as described above:

- If the rate is not displayed on Reuters on page USAUCTION 10/11 or any other page as may replace such page by 3:00 P.M., New York City time, on the related calculation date, the treasury rate will be the rate of Treasury bills as published in H.15 Daily Update, or another recognized electronic source for the purpose of displaying the applicable rate, under the caption “U.S. Government Securities/Treasury Bills/Auction High.”
- If the alternative rate described in the paragraph immediately above is not published by 3:00 P.M., New York City time, on the related calculation date, the treasury rate will be the bond equivalent yield, as defined below, of the auction rate of the applicable Treasury bills as announced by the U.S. Department of the Treasury.
- If the alternative rate described in the paragraph immediately above is not announced by the U.S. Department of the Treasury, or if the auction is not held, the treasury rate will be the bond equivalent yield of the rate on the particular Interest Determination Date of the applicable Treasury bills as published in H.15(519) under the caption “U.S. Government Securities/Treasury Bills/Secondary Market.”
- If the alternative rate described in the paragraph immediately above is not published by 3:00 P.M., New York City time, on the related calculation date, the treasury rate will be the rate on the particular Interest Determination Date of the applicable Treasury bills as published in H.15 Daily Update, or another recognized electronic source used for the purpose of displaying the applicable rate, under the caption “U.S. Government Securities/Treasury Bills/Secondary Market.”
- If the alternative rate described in the paragraph immediately above is not published by 3:00 P.M., New York City time, on the related calculation date, the treasury rate will be the rate on the particular Interest Determination Date calculated by the Calculation Agent as the bond equivalent yield of the arithmetic mean of the secondary market bid rates, as of approximately 3:30 P.M., New York City time, on that Interest Determination Date, of three primary U.S. government securities dealers, selected by the Calculation Agent, after consultation with the Issuer, for the issue of Treasury bills with a remaining maturity closest to the particular Index Maturity.
- If the dealers selected by the Calculation Agent are not quoting as described in the paragraph immediately above, the treasury rate will be the treasury rate in effect on the particular Interest Determination Date.

The bond equivalent will be calculated using the following formula:

$$\text{Bond Equivalent Yield} = \frac{D \times N}{360 - (D \times M)} \times 100$$

where “D” refers to the applicable annual rate for Treasury bills quoted on a bank discount basis and expressed as a decimal, “N” refers to 365 or 366, as the case may be, and “M” refers to the actual number of days in the applicable interest period.

“**H.15(519)**” means the weekly statistical release designated as H.15(519), or any successor publication, published by the Federal Reserve Board.

“**H.15 Daily Update**” means the daily update of H.15(519), available through the website of the Federal Reserve Board at www.federalreserve.gov/releases/h15/update, or any successor site or publication.

Determination of Federal Funds Rate. The “federal funds rate” for any Interest Determination Date will be as follows:

- if “**Federal Funds (Effective) Rate**” is specified in the Pricing Supplement, the federal funds rate will be the rate on that Interest Determination Date for U.S. dollar federal funds, as published in H.15(519) under the heading “Federal Funds (Effective)” and displayed on Reuters, or any successor service, on page FEDFUNDS1 or any other page as may replace the specified page on that service (“**Reuters Page FEDFUNDS1**”), or if such rate is not published in H.15(519) by 3:00 P.M., New York City time, on the related calculation date or does not appear on Reuters Page FEDFUNDS1, the federal funds rate will be the rate on that Interest Determination Date, as published in H.15 Daily Update, or any other recognized electronic source for the purposes of displaying the applicable rate, under the caption “Federal Funds (Effective).” If the alternate rate described in the preceding sentence is not published in H.15 Daily Update, or other recognized electronic source for the purpose of displaying the applicable rate, by 3:00 P.M., New York City time, on the related calculation date, then the Calculation Agent will determine the federal funds rate to be the average of the rates for the last transaction in overnight U.S. dollar federal funds, quoted prior to 9:00 A.M., New York City time, on the business day following that Interest Determination Date, by each of three leading brokers of U.S. dollar federal funds transactions in New York City, selected by the Calculation Agent, after consultation with the Issuer; provided, however, if fewer than three brokers selected by the Calculation Agent are quoting as described above, the federal funds rate will be the federal funds rate then in effect on that Interest Determination Date.
- if “**Federal Funds Open Rate**” is specified in the Pricing Supplement, the federal funds rate will be the rate on that Interest Determination Date for U.S. dollar federal funds transactions among member of the U.S. Federal Reserve System arranged by federal funds brokers on such day, under the heading “Federal Funds” for the applicable Index Maturity and opposite the caption “Open” and displayed on Reuters, or any successor service, on page 5 or any other page as may replace the specified page on that service (“**Reuters Page 5**”), or if such rate does not appear on Reuters Page 5 by 3:00 P.M., New York City time, on the related calculation date, the federal funds rate will be the rate on that Interest Determination Date displayed on FFPREBON Index page on Bloomberg L.P. (“**Bloomberg**”), which is the Fed Funds Opening Rate as reported by Prebon Yamane (or a successor) on Bloomberg. If the alternate rate described in the preceding sentence is not displayed on FFPREBON

Index page on Bloomberg, or any other recognized electronic source for the purpose of displaying the applicable rate, by 3:00 P.M., New York City time, on the related calculation date, then the Calculation Agent will determine the federal funds rate to be the average of the rates for the last transaction in overnight U.S. dollar federal funds, quoted prior to 9:00 A.M., New York City time, on that Interest Determination Date, by each of three leading brokers of U.S. dollar federal funds transactions in New York City, selected by the Calculation Agent, after consultation with the Issuer; provided, however, if fewer than three brokers selected by the Calculation Agent are quoting as described above, the federal funds rate will be the federal funds rate then in effect on that Interest Determination Date.

- if “**Federal Funds Target Rate**” is specified in the Pricing Supplement, the federal funds rate will be the rate on that Interest Determination Date for U.S. dollar federal funds displayed on the FDTR Index page on Bloomberg. If such rate does not appear on the FDTR Index page on Bloomberg by 3:00 P.M., New York City time, on the calculation date, the federal funds rate for such Interest Determination Date will be the rate for that day appearing on Reuters, or any successor service, on page USFFTARGET= or any other page as may replace the specified page on that service (“**Reuters Page USFFTARGET=**”). If such rate does not appear on the FDTR Index page on Bloomberg or is not displayed on Reuters Page USFFTARGET= by 3:00 P.M., New York City time, on the related calculation date, then the Calculation Agent will determine the federal funds rate to be the average of the rates for the last transaction in overnight U.S. dollar federal funds, quoted prior to 9:00 A.M., New York City time, on that Interest Determination Date, by each of three leading brokers of U.S. dollar federal funds transactions in New York City, selected by the Calculation Agent, after consultation with the Issuer; provided, however, if fewer than three brokers selected by the Calculation Agent are quoting as described above, the federal funds rate will be the federal funds rate then in effect on that Interest Determination Date.

Determination of Prime Rate. The “prime rate” for any Interest Determination Date is the prime rate or base lending rate on that date, as published in H.15(519) prior to 3:00 P.M., New York City time, on the related calculation date, under the caption “Bank Prime Loan.”

The following procedures will be followed if the prime rate cannot be determined as described above:

- If the rate is not published in H.15(519) by 3:00 P.M., New York City time, on the related calculation date, then the prime rate will be the rate as published in H.15 Daily Update, or any other recognized electronic source used for the purpose of displaying the applicable rate, under the caption “Bank Prime Loan.”
- If the alternative rate described above is not published in H.15 Daily Update or another recognized electronic source by 3:00 P.M., New York City time, on the related calculation date, then the Calculation Agent will determine the prime rate to be the arithmetic mean of the rates of interest publicly announced by each bank that appears on the Reuters screen US PRIME 1, as defined below, as that bank’s prime rate or base lending rate as in effect as of 11:00 A.M., New York City time, on that Interest Determination Date.

- If fewer than four rates appear on the Reuters screen US PRIME 1 for that Interest Determination Date, by 3:00 P.M., New York City time, then the Calculation Agent will determine the prime rate to be the average of the prime rates or base lending rates furnished in New York City by three substitute banks or trust companies (all organized under the laws of the United States or any of its states and having total equity capital of at least U.S.\$500,000,000) selected by the Calculation Agent, after consultation with the Issuer.
- If the banks selected by the Calculation Agent are not quoting as described above, the prime rate will remain the prime rate then in effect on the Interest Determination Date.

“**Reuters screen US PRIME 1**” means the display designated as page “US PRIME 1” on the Reuters Monitor Money Rates Service (or any other page as may replace the US PRIME 1 page on that service for the purpose of displaying prime rates or base lending rates of major U.S. banks).

(c) Floating Rate/Fixed Rate Notes. If this Note is designated as a “Floating Rate/Fixed Rate Note” on the face hereof, this Note may bear interest at a fixed rate for a specified period and at a floating rate for a specified period, in each case calculated as set forth in (a) and (b) above, as applicable, and in the Pricing Supplement.

SECTION 3. *Amortizing Notes*. If this Note is designated as an “Amortizing Note” on the face hereof, the Issuer will make payments combining principal and interest on the dates and in the amounts set forth in the table included in the Pricing Supplement. If this Note is an Amortizing Note, payments made hereon will be applied first to interest due and payable on each such payment date and then to the reduction of the Outstanding Face Amount. The term “Outstanding Face Amount” means, at any time, the amount of unpaid principal hereof at such time.

SECTION 4. *Optional Redemption*. If so specified in the Pricing Supplement, this Note may be redeemed at the option of the Issuer on any Interest Payment Date (unless otherwise specified in the Pricing Supplement) on and after the Initial Redemption Date, if any, specified in the Pricing Supplement (each, a “Redemption Date”). **IF NO INITIAL REDEMPTION DATE IS SET FORTH IN THE PRICING SUPPLEMENT, THIS NOTE MAY NOT BE REDEEMED AT THE OPTION OF THE ISSUER PRIOR TO THE STATED MATURITY DATE, EXCEPT AS PROVIDED BELOW IN THE EVENT THAT ANY ADDITIONAL AMOUNTS (AS DEFINED BELOW) ARE REQUIRED TO BE PAID BY THE ISSUER WITH RESPECT TO THIS NOTE.** If so specified in the Pricing Supplement, on and after the Initial Redemption Date, if any, this Note may be redeemed at any time in whole or from time to time in part at the option of the Issuer at the Redemption Price (as defined below), together with accrued and unpaid interest hereon payable at the applicable rate or rates borne by this Note to, but excluding, the Redemption Date, on notice given in accordance with the Indenture not less than 10 Business Days nor more than 60 calendar days (unless otherwise specified in the Pricing Supplement) prior to the Redemption Date. The notice will take the form of a certificate signed by the Issuer specifying:

- the date fixed for redemption;

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- the redemption price;
 - the securities identification number(s) of the Notes to be redeemed;
 - the amount to be redeemed, if less than all of the series of Notes is to be redeemed;
 - the place of payment for the Notes to be redeemed; and
 - that on and after the date fixed for redemption, interest will cease to accrue on the Notes to be redeemed.

So long as a depository is the record holder of this Note, the Issuer will deliver any redemption notice only to that depository.

In the event of redemption of this Note in part only, the unredeemed portion hereof shall be at least the minimum authorized denomination (the “Authorized Denomination”) specified in the Pricing Supplement, or if no such Authorized Denomination is so specified, U.S. \$1,000 or its equivalent in the Specified Currency. In the event of redemption of this Note in part only, a new Note for the unredeemed portion hereof shall be issued in the name of the registered holder hereof upon the surrender of this Note or, where applicable, an appropriate notation will be made on Schedule 1 attached hereto. Unless otherwise specified above, if less than all of the Notes with like tenor and terms are to be redeemed, the Trustee shall select, pro rata or by lot or in such other manner as the Trustee shall deem fair and appropriate, the Notes to be redeemed. If this Note is redeemable at the option of the Issuer, then if so specified in the Pricing Supplement, the “Redemption Price” initially shall be the Initial Redemption Percentage specified in the Pricing Supplement of the principal amount of this Note to be redeemed, which shall be 100% of the principal amount of the Note to be redeemed, unless otherwise specified in the Pricing Supplement.

From and after any Redemption Date, if monies for the redemption of this Note (or portion hereof) shall have been made available for redemption on such Redemption Date, this Note (or such portion hereof) shall cease to bear interest and the holder’s only right with respect to this Note (or such portion hereof) shall be to receive payment of the principal amount of the Note being redeemed (or, if this is an Original Issue Discount Note as specified in the Pricing Supplement, the amortized face amount hereof) and, if appropriate, all unpaid interest accrued to such redemption date.

SECTION 5. *Optional Repayment.* If so specified in the Pricing Supplement, this Note will be repayable prior to the Stated Maturity Date at the option of the registered holder on the Optional Repayment Date(s), if any, specified in the Pricing Supplement. **IF NO OPTIONAL REPAYMENT DATES ARE SET FORTH IN THE PRICING SUPPLEMENT, THIS NOTE MAY NOT BE SO REPAID AT THE OPTION OF THE HOLDER HEREOF PRIOR TO THE STATED MATURITY DATE.** Unless otherwise specified in the Pricing Supplement, on any Optional Repayment Date, this Note shall be repayable in whole or in part at

the option of the holder hereof at a repayment price equal to 100% of the principal amount to be repaid, together with accrued and unpaid interest hereon payable at the applicable rate or rates borne by this Note to, but excluding, the date of repayment; provided, however, that, in the event of repayment of this Note in part only, the unrepaid portion hereof shall be at least the minimum Authorized Denomination specified in the Pricing Supplement, or if no such Authorized Denomination is so specified, U.S. \$1,000 or its equivalent in the Specified Currency. For this Note to be repaid in whole or in part at the option of the holder hereof on any Optional Repayment Date, this Note must be received, with the form attached hereto entitled "Option to Elect Repayment" duly completed, by the applicable Paying Agent (as appropriate in accordance with such attached form), at the applicable address set forth on such form or at such other address which the Issuer shall from time to time notify the holders of the Notes not less than 30 nor more than 60 calendar days prior to such holder's Optional Repayment Date. In the event of repayment of this Note in part only, a new Note for the unrepaid portion hereof shall be issued in the name of the registered holder hereof upon the surrender hereof or, where applicable, an appropriate notation will be made on Schedule 1 attached hereto. Exercise of such repayment option by the holder hereof shall be irrevocable.

From and after any Optional Repayment Date, if monies for the repayment of this Note (or portion hereof) shall have been made available for repayment on such Optional Repayment Date, this Note (or such portion hereof) shall cease to bear interest and the holder's only right with respect to this Note (or such portion hereof) shall be to receive payment of the principal amount of the Note being repaid (or, if this is an Original Issue Discount Note as specified in the Pricing Supplement, the amortized face amount hereof) and, if appropriate, all unpaid interest accrued to such Optional Repayment Date.

SECTION 6. *Additional Amounts.* All payments of principal, premium, if any, and interest with respect to this Note will be made without withholding or deduction at source for, or on account of, any present or future taxes, fees, duties, assessments, or governmental charges of whatever nature imposed or levied by the United States or any political subdivision or taxing authority thereof or therein, except to the extent such withholding or deduction is required by (a) the laws (or any regulations or rulings promulgated thereunder) of the United States or any political subdivision or taxing authority thereof or therein or (b) an official position regarding the application, administration, interpretation, or enforcement of any such laws, regulations, or rulings (including, without limitation, a holding by a court of competent jurisdiction or by a taxing authority in the United States or any political subdivision thereof). If so specified in the Pricing Supplement, if a withholding or deduction at source is required, the Issuer will, subject to the exceptions and limitations set forth below, pay to the beneficial owner of this Note that is a "non-U.S. person" (as defined below) additional amounts ("**Additional Amounts**") to ensure that every net payment on this Note will not be less, due to the payment of U.S. withholding tax, than the amount then otherwise due and payable. For this purpose, a "**net payment**" on this Note means a payment by the Issuer or any Paying Agent, including payment of principal and interest, after deduction for any present or future tax, assessment, or other governmental charge of the United States (other than a territory or possession). These Additional Amounts will constitute additional interest on this Note. For this purpose, "**U.S. withholding tax**" means a withholding tax of the United States, other than a territory or possession.

However, notwithstanding the Issuer's obligation, if so specified in the Pricing Supplement, to pay Additional Amounts, the Issuer will not be required to pay Additional Amounts in any of the circumstances described in items (1) through (13) below, unless otherwise specified in the Pricing Supplement.

(1) Additional Amounts will not be payable if a payment on this Note is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld solely by reason of the beneficial owner of this Note:

- having a relationship with the United States as a citizen, resident, or otherwise;
- having had such a relationship in the past; or
- being considered as having had such a relationship.

(2) Additional Amounts will not be payable if a payment on this Note is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld solely by reason of the beneficial owner of this Note:

- being treated as present in or engaged in a trade or business in the United States;
- being treated as having been present in or engaged in a trade or business in the United States in the past;
- having or having had a permanent establishment in the United States; or
- having or having had a qualified business unit which has the U.S. dollar as its functional currency.

(3) Additional Amounts will not be payable if a payment on this Note is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld solely by reason of the beneficial owner of this Note being or having been a:

- personal holding company;
- foreign personal holding company;
- private foundation or other tax-exempt organization;
- passive foreign investment company;
- controlled foreign corporation; or
- corporation which has accumulated earnings to avoid U.S. federal income tax.

(4) Additional Amounts will not be payable if a payment on this Note is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld solely by reason of the beneficial owner of this Note owning or having owned, actually or constructively, 10% or more of the total combined voting power of all classes of the Issuer's stock entitled to vote.

(5) Additional Amounts will not be payable if a payment on this Note is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld solely by reason of the beneficial owner of this Note being a bank extending credit under a loan agreement entered into in the ordinary course of business.

For purposes of items (1) through (5) above, “**beneficial owner**” includes, without limitation, a holder and a fiduciary, settlor, partner, member, shareholder, or beneficiary of the holder if the holder is an estate, trust, partnership, limited liability company, corporation, or other entity, or a person holding a power over an estate or trust administered by a fiduciary holder.

(6) Additional Amounts will not be payable to any beneficial owner of this Note that is:

- a fiduciary;
- a partnership;
- a limited liability company;
- another fiscally transparent entity; or
- not the sole beneficial owner of this Note or any portion of this Note.

However, this exception to the obligation to pay Additional Amounts will apply only to the extent that a beneficiary or settlor in relation to the fiduciary, or a beneficial owner, partner, or member of the partnership, limited liability company, or other fiscally transparent entity, would not have been entitled to the payment of an additional amount had the beneficiary, settlor, beneficial owner, partner, or member received directly its beneficial or distributive share of the payment.

(7) Additional Amounts will not be payable if a payment on this Note is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld solely by reason of the failure of the beneficial owner of this Note or any other person to comply with applicable certification, identification, documentation, or other information reporting requirements. This exception to the obligation to pay Additional Amounts will apply only if compliance with such requirements is required as a precondition to exemption from such tax, assessment, or other governmental charge by statute or regulation of the United States or by an applicable income tax treaty to which the United States is a party.

(8) Additional Amounts will not be payable if a payment on this Note is reduced as a result of any tax, assessment, or other governmental charge that is collected or imposed by any method other than by withholding from a payment on this Note by the Issuer or any Paying Agent.

(9) Additional Amounts will not be payable if a payment on this Note is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld by reason of a change in law, regulation, or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later.

(10) Additional Amounts will not be payable if a payment on this Note is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld by reason of the presentation by the beneficial owner of this Note for payment more than 30 days after the date on which such payment becomes due or is duly provided for, whichever occurs later.

(11) Additional Amounts will not be payable if a payment on this Note is reduced as a result of any:

- estate tax;
- inheritance tax;
- gift tax;
- sales tax;
- excise tax;
- transfer tax;
- wealth tax;
- personal property tax; or
- any similar tax, assessment, or other governmental charge.

(12) Additional Amounts will not be payable if a payment on this Note is reduced as a result of any tax, assessment, or other governmental charge required to be withheld by any Paying Agent from a payment of principal or interest on the this Note if such payment can be made without such withholding by any other Paying Agent.

(13) Additional Amounts will not be payable if a payment on this Note is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld by reason of the application of Section 1471 (or any successor provision) or Section 1472 (or any successor provision) of the U.S. Internal Revenue Code of 1986, as amended, or any related administrative regulation or pronouncement.

(14) Additional Amounts will not be payable if a payment on this Note is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld by reason of the payment being treated as a dividend or dividend equivalent for U.S. tax purposes.

(15) Additional Amounts will not be payable if a payment on this Note is reduced as a result of any combination of items (1) through (14) above.

Except as specifically provided in this section or in the Pricing Supplement, the Issuer will not be required to make any payment of any tax, assessment, or other governmental charge with respect to this Note imposed by any government, political subdivision, or taxing authority of that government.

For purposes of determining whether the payment of Additional Amounts is required, the term “**U.S. person**” means any individual who is a citizen or resident of the United States; any corporation, partnership, or other entity created or organized in or under the laws of the United States; any estate if the income of such estate falls within the federal income tax jurisdiction of the United States regardless of the source of that income; and any trust if a U.S. court is able to exercise primary supervision over its administration and one or more U.S. persons have the authority to control all of the substantial decisions of the trust. Additionally, for this purpose, “**non-U.S. person**” means a person who is not a U.S. person, and “**United States**” means the United States of America, including each state of the United States and the District of Columbia, its territories, its possessions, and other areas within its jurisdiction.

SECTION 7. Redemption for Tax Reasons. If so specified in the Pricing Supplement, the Issuer may redeem this Note in whole, but not in part, at any time (in the case of Notes other than Floating Rate Notes) or on any Interest Payment Date (in the case of Floating Rate Notes), after giving not less than 30 nor more than 60 calendar days’ notice to the applicable Paying Agent and to the registered holder of this Note, if the Issuer has or will become obligated to pay Additional Amounts, as described above, as a result of any change in, or amendment to, the laws or regulations of the United States or any political subdivision or any authority of the United States having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date of the Pricing Supplement, and the Issuer cannot avoid such obligation by taking reasonable measures available to it.

Before the Issuer delivers or publishes any notice of redemption for tax reasons, it will deliver to the Trustee and any other applicable Paying Agent an officers’ certificate complying with the applicable provisions of the Indenture.

Unless otherwise specified in the Pricing Supplement, any Note redeemed for tax reasons will be redeemed at 100% of its principal amount (or, in the case of an Original Issue Discount Note, the amortized face amount hereof determined as of the date of redemption), together with any interest accrued up to, but excluding, the redemption date.

From and after any redemption date, if monies for the redemption of this Note shall have been made available for redemption on such redemption date, this Note shall cease to bear interest and the holder’s only right with respect to this Note shall be to receive payment of the principal amount of the Note (or, if this is an Original Issue Discount Note as specified in the Pricing Supplement, the amortized face amount hereof) and, if appropriate, all unpaid interest accrued to such redemption date.

SECTION 8. Modification and Waivers. The Indenture permits, with certain exceptions as therein provided, the amendment of the Indenture and the modification of the rights and obligations of the Issuer and the rights of the holders of the Notes under the Indenture at any time by the Issuer with the consent of the holders of not less than 66 ²/₃% in aggregate principal amount of the series of Notes of which this Note is a part then outstanding and all other

Securities (as defined in the Indenture) then outstanding under the Indenture and affected by such amendment and modification. The Indenture also contains provisions permitting the holders of a majority in aggregate principal amount of the series of Notes of which this Note is a part then outstanding and all other Securities then outstanding under the Indenture and affected thereby, on behalf of the holders of all such Securities, to waive compliance by the Issuer with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the holder of this Note shall be conclusive and binding upon such holder and upon all future holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof whether or not notation of such consent or waiver is made upon this Note. The determination of whether particular Securities are "outstanding" will be made in accordance with the Indenture.

Any action by the holder of this Note shall bind all future holders of this Note, and of any Note issued in exchange or substitution hereof or in place hereof, in respect of anything done or permitted by the Issuer or by the Trustee in pursuance of such action.

New Notes authenticated and delivered after the execution of any agreement modifying, amending or supplementing this Note may bear a notation in a form approved by the Issuer as to any matter provided for in such modification, amendment or supplement to the Indenture or the Notes. New Notes so modified as to conform, in the opinion of the Issuer, to any provisions contained in any such modification, amendment or supplement may be prepared by the Issuer, authenticated by the Trustee and delivered in exchange for this Note.

SECTION 9. *Obligations Unconditional.* No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal, premium, if any, and interest on this Note at the times, place and rate, and in the coin or currency, herein prescribed.

SECTION 10. *Successor to Issuer.* The Issuer may not consolidate or merge with or into any other person, or convey, transfer or lease its properties and assets substantially as an entirety to any person, unless (a) the resulting or acquiring entity, if other than the Issuer, is organized and validly existing under the laws of the United States, any state thereof or the District of Columbia, and shall expressly assume all the Issuer's obligations under the Indenture; and (b) immediately after giving effect to such transaction, the Issuer (or any resulting or acquiring entity, if other than the Issuer) is not in default in the performance of any covenant or condition under the Indenture.

Upon consolidation, merger, sale or transfer as described above, the resulting or acquiring entity shall be substituted for the Issuer in the Indenture with the same effect as if it had been an original party to the Indenture, and the successor entity may exercise the Issuer's right and powers under the Indenture.

SECTION 11. *Authorized Denominations.* This Note, and any Note issued in exchange or substitution hereof or in place hereof, or upon registration of transfer, exchange or partial redemption or repayment of this Note, may be issued only in an Authorized Denomination as specified in the Pricing Supplement, or if no Authorized Denomination is so specified, in minimum denominations of U.S.\$1,000 and any integral multiple of U.S.\$1,000 in excess thereof (or equivalent denominations in other currencies, subject to any other statutory or regulatory minimums).

SECTION 12. *Registration of Transfer.* As provided in the Indenture and subject to certain limitations as therein set forth, the transfer of this Note is registrable in the register maintained by the Security Registrar, upon surrender of this Note for registration of transfer at the office or agency of the Issuer designated by it pursuant to the Indenture, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Trustee or the Security Registrar requiring such written instrument of transfer duly executed by, the registered holder hereof or his attorney duly authorized in writing, and thereupon one or more new Notes of this series, of Authorized Denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

This Note may be exchanged in whole, but not in part, for security-printed definitive Notes, only under the circumstances described in the Indenture and (a) if this Note is a global note clearing initially through The Depository Trust Company ("DTC"), DTC notifies the Issuer that it is unwilling or unable to continue as depository for the DTC global note or DTC ceases to be a clearing agency registered under the United States Securities Exchange Act of 1934, as amended, if so required by applicable law or regulation, and, in either case, a successor depository is not appointed by the Issuer within 90 days after receiving such notice or becoming aware that DTC is no longer so registered; or (b) in the case of any other registered global note, if the Issuer is notified that any clearing system through which this Note is cleared and settled has been closed for business for a continuous period of 14 days (other than by reason of holidays, whether statutory or otherwise) after the original issuance of the relevant notes or has announced an intention to cease business permanently or has in fact done so and no alternative clearance system approved by the applicable noteholders is available; or (c) the Issuer, in its sole discretion, elects to issue definitive registered notes; or (d) after the occurrence of an Event of Default with respect to this Note, beneficial owners representing a majority in principal amount of the Notes represented by this Note advise the relevant clearing system through its participants to cease acting as a depository for this Note.

In any such instance, an owner of a beneficial interest in this Note will be entitled to physical delivery in definitive form of Notes equal in principal amount to such beneficial interest and to have such Notes registered in its name. Unless otherwise set forth above, Notes so issued in definitive form will be issued in Authorized Denominations only and will be issued in registered form only, without coupons.

Subject to the terms of the Indenture, if the Notes are held in definitive form, a holder may exchange its Notes for other Notes of the same series in an equal aggregate principal amount and in Authorized Denominations.

Notes in definitive form may be presented for registration of transfer at the office of the Security Registrar or at the office of any transfer agent that the Issuer may designate and maintain. The Security Registrar or the transfer agent will make the transfer or registration only if it is satisfied with the documents of title and identity of the person making the request. The Issuer may change the Security Registrar or the transfer agent or approve a change in the location

through which the Security Registrar or transfer agent acts at any time, except that the Issuer will be required to maintain a security registrar and transfer agent in each place of payment for the Notes of this series. At any time, the Issuer may designate additional transfer agents for the Notes of this series.

The Issuer will not be required to (a) issue, exchange, or register the transfer of this Note if it has exercised its right to redeem the Notes of the series of which this Note is a part for a period of 15 calendar days before the redemption date, or (b) exchange or register the transfer of any Notes of the series of which this Note is a part that were selected, called, or are being called for redemption, except the unredeemed portion of the Notes of the series of which this Note is a part, if being redeemed in part.

No service charge shall be made for any such registration of transfer or exchange, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Note for registration of transfer, the Issuer, the Trustee, and any agent of the Issuer or the Trustee may treat the person in whose name this Note is registered as the owner hereof for all purposes, whether not this Note be overdue, and neither the Issuer, the Trustee, nor any such agent shall be affected by notice to the contrary, except as required by applicable law.

[The Notes represented by this global certificate are being issued by means of a book-entry system with no physical distribution of certificates to be made except as provided in the Indenture. The book-entry system maintained by Euroclear Bank S.A./N.V., as operator of the Euroclear system ("Euroclear"), and/or Clearstream Banking, société anonyme, Luxembourg ("Clearstream, Luxembourg"), will evidence ownership of the Notes represented by this global certificate, with transfers of ownership effected on the records of Euroclear and Clearstream, Luxembourg and their participants pursuant to rules and procedures established by Euroclear and Clearstream, Luxembourg and their participants. So long as this Note is registered in the name of the Common Depository or its nominee, the Issuer will recognize Euroclear and Clearstream, Luxembourg, as the depositories of the Notes represented hereby, as the owner of the Notes represented by this global certificate for all purposes, including payment of principal, premium (if any) and interest, notices, and voting.

Transfers of the Notes represented by this global certificate will be effected through the facilities of Euroclear and Clearstream, Luxembourg, in accordance with the rules and procedures established by those depositories. The Issuer has no responsibility for any aspect of the records kept by Euroclear and Clearstream, Luxembourg or any of their direct or indirect participants. The Issuer does not supervise these systems in any way.]⁴

SECTION 13. *Events of Default.* If an Event of Default (defined in the Indenture as (a) the Issuer's failure to pay the principal or premium, if any, on the Notes; (b) the Issuer's failure to pay interest on the Notes within 30 calendar days after the same becomes due; (c) the Issuer's breach of its other covenants contained in this Note or in the Indenture, which breach is not cured

⁴ These two paragraphs should be deleted if the Note is a DTC Note.

within 90 calendar days after written notice by the Trustee or the holders of at least 25% in outstanding principal amount of all Securities issued under the Indenture and affected thereby; and (d) certain events involving the bankruptcy, insolvency or liquidation of the Issuer) shall occur with respect to this Note, the principal of this Note may be declared due and payable in the manner and with the effect provided in the Indenture.

SECTION 14. *Defeasance*. Unless otherwise specified in the Pricing Supplement, the provisions of Article Fourteen of the Indenture do not apply to this Note.

SECTION 15. *Specified Currency*. Unless otherwise provided herein or in the Pricing Supplement, the principal, premium, if any, and interest on this Note are payable in the Specified Currency indicated on the face hereof (or, if such Specified Currency is not at the time of such payment legal tender for the payment of public and private debts, in (a) such other coin or currency of the country that issued such Specified Currency or (b) (if such Specified Currency is the euro) the successor currency under applicable law, in each case as at the time of such payment is legal tender for the payment of debts).

In the event the Specified Currency indicated on the face hereof has been replaced by another currency (a "Replacement Currency"), any amount due pursuant to this Note may be repaid, at the option of the Issuer, in the Replacement Currency or in U.S. dollars, at a rate of exchange which takes into account the conversion, at the rate prevailing on the most recent date on which official conversion rates were quoted or set by the national government or other authority responsible for issuing the Replacement Currency, from the Specified Currency to the Replacement Currency and, if necessary, the conversion of the Replacement Currency into U.S. dollars at the rate prevailing on the date of such conversion. Notwithstanding the foregoing, if this Note originally was issued in a domestic currency of a state that is or subsequently becomes a Member State of the European Union, then this Note may be redenominated in euro, if subsequent to the issuance of this Note, such state participates in the European monetary union. This Note may be redenominated as a matter of law whether or not the Pricing Supplement provides for redenomination.

If the Specified Currency indicated on the face hereof is other than U.S. dollars (referred to in this Section 15 as a "Foreign Currency"), the Issuer generally will pay principal, premium (if any), interest and other amounts payable (if any) in the Foreign Currency. Holders of beneficial interests in this Note through a participant in DTC (other than Euroclear or Clearstream, Luxembourg) will receive payments in U.S. dollars, regardless of the Foreign Currency, unless those holders elect to receive payments on this Note in the Foreign Currency, which election shall be made pursuant to procedures and arrangements in place between DTC and its participants. DTC shall notify the Trustee of any such election in accordance with arrangements in place between DTC and the Trustee.

If holders of beneficial interests in this Note do not elect to receive payments in the Foreign Currency, the Trustee or an affiliate or other agent of the Trustee performing currency exchange transactions and procedures on its behalf (collectively referred to herein as the "Exchange Agent") will convert any payments due to those holders of beneficial interests in this Note into U.S. dollars. The U.S. dollar amount of any such payment shall be the amount of the

Foreign Currency otherwise payable converted into U.S. dollars at the applicable exchange rate, determined as described below. All costs of those conversions will be shared pro rata among the holders of beneficial interests not electing to receive payments in the Foreign Currency in proportion to their respective holdings by deduction from the applicable payments.

The conversion described above will be made by the Exchange Agent using the exchange rate for the Foreign Currency into U.S. dollars prevailing as of 11:00 a.m. (New York City time) on the second Business Day (in Charlotte, North Carolina and New York City) prior to the relevant payment date. If the applicable exchange rate quotation is unavailable from the entity or source ordinarily used by the Exchange Agent in the normal course of business, the Exchange Agent will obtain a quotation from a leading foreign exchange bank in New York City, which may be an affiliate of the Trustee or another entity selected by the Trustee for that purpose after consultation with the Issuer. If no quotation is available from a leading foreign exchange bank, payment will be made in the applicable Foreign Currency to the account or accounts specified by DTC to the Trustee, unless the applicable Foreign Currency is unavailable as described below.

If the Issuer determines that a payment hereon cannot be made in the Foreign Currency, due to the imposition of exchange controls or other circumstances beyond the Issuer's control, or the Foreign Currency is unavailable because that currency is no longer used by the government of the relevant country or for the settlement of transactions by public institutions of or within the international banking community, such payment will be made in U.S. dollars. The Trustee and/or the London Paying Agent, on receipt of the Issuer's written instructions and at the Issuer's expense, will give prompt notice to the beneficial holders of this Note if such determination is made. The U.S. dollar amount of any payment described in this paragraph shall be the amount of the Foreign Currency otherwise payable converted into U.S. dollars using the most recently available market exchange rate for the applicable Foreign Currency.

Any payment made under such circumstances in U.S. dollars, where the payment is required to be made in the Foreign Currency, will not constitute an "Event of Default" with respect to this Note.

SECTION 16. *Original Issue Discount Note.* If this Note is identified as an Original Issue Discount Note in the Pricing Supplement, then unless otherwise specified therein, the amount payable to the holder of this Note in the event of redemption, repayment or acceleration of Maturity will be the Amortized Face Amount of this Note (as defined below) as of the date of such event. The "Amortized Face Amount" shall be the amount equal to (a) the Issue Price (as set forth in the Pricing Supplement) plus (b) the original issue discount amortized from the Original Issue Date to the date as of which the Amortized Face Amount is calculated, as specified in the Pricing Supplement.

SECTION 17. *Dual Currency Note.* If this Note is identified as a Dual Currency Note in the Pricing Supplement, the Issuer has the option of making each scheduled payment of principal and interest, if any, due on this Note either in the Specified Currency designated on the face hereof or in the optional payment currency specified in the Pricing Supplement. If the Issuer elects to make a payment in the optional payment currency, the amount payable in such optional payment currency shall be determined using the exchange rate specified in the Pricing Supplement, on the terms specified in the Pricing Supplement.

SECTION 18. *Mutilated, Defaced, Destroyed, Lost or Stolen Notes.* In case this Note shall at any time become mutilated, defaced, destroyed, lost or stolen, and this Note or evidence of the loss, theft or destruction hereof satisfactory to the Issuer and the Security Registrar and such other documents or proof as may be required by the Issuer and the Security Registrar shall be delivered to the Security Registrar, the Security Registrar shall issue a new Note of like tenor and principal amount, having a serial number not contemporaneously outstanding, in exchange and substitution for the mutilated or defaced Note or in lieu of the Note destroyed, lost or stolen but, in the case of any destroyed, lost or stolen Note, only upon receipt of evidence satisfactory to the Issuer and the Security Registrar that this Note was destroyed, stolen or lost, and, if required, upon receipt of indemnity satisfactory to the Issuer and the Security Registrar. Upon the issuance of any substituted Note, the Issuer may require the payment of a sum sufficient to cover all expenses and reasonable charges connected with the preparation and delivery of a new Note. If any Note which has matured or has been redeemed or repaid or is about to mature or to be redeemed or repaid shall become mutilated, defaced, destroyed, lost or stolen, the Issuer may, instead of issuing a substitute Note, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated or defaced Note) upon compliance by the holder with the provisions of this paragraph.

SECTION 19. *Miscellaneous.* No recourse shall be had for the payment of principal of (and premium, if any) or interest on, this Note for any claim based hereon, or otherwise in respect hereof, against any shareholder, employee, agent, officer or director, as such, past, present or future, of the Issuer or of any successor organization, either directly or through the Issuer or any successor organization, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

SECTION 20. *Defined Terms.* All terms used in this Note which are defined in the Indenture or the Prospectus and are not otherwise defined in this Note shall have the meanings assigned to them in the Indenture or the Prospectus, as applicable.

Unless specified otherwise in the Pricing Supplement, “Business Day” means, a day that meets all the following requirements:

(a) for all Notes, is any weekday that is not a legal holiday in New York City or Charlotte, North Carolina, or any other place of payment of the applicable Note, and is not a date on which banking institutions in those cities are authorized or required by law or regulation to be closed;

(b) for any Note where the base rate is LIBOR, also is a day on which commercial banks are open for business (including dealings in the Index Currency specified in the Pricing Supplement) in London, England;

(c) for any Note denominated in euro or any Note where the base rate is EURIBOR, also is a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer System or any successor is operating (a “Target Settlement Date”); and

(d) for any Note that has a Specified Currency other than U.S. dollars or euro, also is not a day on which banking institutions generally are authorized or obligated by law, regulation, or executive order to close in the Principal Financial Center of the country of the Specified Currency.

Unless specified otherwise in the Pricing Supplement, "Principal Financial Center" means (i) the capital city of the country issuing the Specified Currency, except that with respect to U.S. Dollars, Australian dollars, Canadian dollars, South African rand and Swiss francs, the "Principal Financial Center" shall be New York City, Sydney and Melbourne, Toronto, Johannesburg, and Zurich, respectively; and (ii) the capital city of the country to which the Index Currency relates, except that with respect to U.S. Dollars, Australian dollars, Canadian dollars, South African rand and Swiss francs, the "Principal Financial Center" shall be New York City, Sydney, Toronto, Johannesburg and Zurich, respectively.

SECTION 21. *GOVERNING LAW*. THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, NOTWITHSTANDING ANY OTHERWISE APPLICABLE CONFLICTS OF LAWS PROVISIONS AND ALL APPLICABLE UNITED STATES FEDERAL LAWS AND REGULATIONS.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations:

- TEN COM — as tenants in common
- TEN ENT — as tenants by the entireties
- JT TEN — as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT — _____ as Custodian for _____
 (Cust) Under Uniform Gifts to Minors Act (Minor)

 (State)

Additional abbreviations may also be used though not in the above list.

 FOR VALUE RECEIVED, the undersigned hereby
 sell(s), assign(s) and transfer(s) unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____/_____/_____

Please print or type name and address, including zip code of assignee

the within Note of BANK OF AMERICA CORPORATION and all rights thereunder and does hereby irrevocably constitute and appoint

Attorney

to transfer the said Note on the books of the within-named Issuer, with full power of substitution in the premises

Dated: _____

SIGNATURE GUARANTEED: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of this Note

Schedule 1

SCHEDULE OF TRANSFERS, EXCHANGES AND EXTENSIONS

The following increases and decreases in the principal amount of this Note have been made:

Date of Transfer, Redemption, Repayment or Extension, as Applicable	Increase (Decrease) in Principal Amount of this Note Due to Transfer Among Global Notes or Redemption, Repayment or Non-Election of Extension of Maturity Date of a Portion of Global Note, as Applicable	Principal Amount of this Note After Transfer, Redemption, Repayment or Extension, as Applicable	Notation made by or on behalf of the Issuer

**[EXTENDIBLE NOTE RIDER FOR
EXTENSION OF MATURITY AT HOLDER'S OPTION]**

This Note is an Extendible Note, whereby the registered holder has the option to extend the Maturity Date of the principal amount of this Note held by such registered holder (whether in whole or in part) for one or more periods, as specified in the Pricing Supplement, up to but not beyond the Final Maturity Date specified in the Pricing Supplement, under the terms of this Note as supplemented by this Extendible Note Rider.

Unless otherwise specified in the Pricing Supplement, the following provisions will apply to this Note:

This Note will mature on _____, or if that day is not a Business Day, the immediately preceding Business Day, unless the Maturity Date of all or any portion of the principal amount of this Note is extended in accordance with the procedures described below. In no event will the Maturity Date of this Note be extended beyond the Final Maturity Date.

During the Election Notice Period (as defined below) for each Election Date (as defined below), the registered holder of this Note may elect to extend the Maturity Date of all or any portion of the principal amount of this Note. If the holder so elects to extend the Maturity Date of all or any portion of the principal amount of this Note, the Maturity Date of the principal amount for which the election has been made will be extended [to the _____ day of the _____ calendar month]⁵ following the applicable Election Date (each, an "Additional Maturity Date"), up to but not beyond the Final Maturity Date. [If that day is not a Business Day, the Maturity Date of the applicable principal amount will be extended to the immediately preceding Business Day.]⁶ The holder may elect to extend the Maturity Date of all or the applicable portion of the principal amount of this Note having a principal amount of at least [\$1,000] or any integral multiple of [\$1,000] in excess of [\$1,000], provided that the principal amount of any portion of this Note not so extended shall be at least [\$1,000].

[The "Election Dates" will be the _____ of each month from, and including, _____ to, and including, _____, whether or not such day is a Business Day.] To make an election effective on any Election Date, the registered holder of this Note must deliver (a) a notice of election during the Election Notice Period for that Election Date and, in the event of an election to extend the Maturity Date of only a portion of the principal amount of this Note, this Note, or (b) a facsimile transmission or a letter from a member of a national securities exchange or the Financial Industry Regulatory Authority, Inc. or a commercial bank or a trust company in the United States setting forth the name of the holder of this Note, the principal amount hereof, the certificate number of this Note or a description of this Note's tenor or terms, a statement that the option to elect extension of Maturity Date is being exercised thereby, the principal amount hereof with respect to which such option is being exercised and a guarantee that the notice of

⁵ This form of rider contemplates the option to extend maturity of the notes on a monthly basis. If the applicable notes are not extendible monthly, this language will be modified to reflect semi-annual, quarterly or other periods for extension.

⁶ Modify as necessary for applicable business day convention.

election form included below duly completed and, in the event of an election to extend the Maturity Date of only a portion of the principal amount of this Note, this Note, will be delivered to the [Trustee] [London Paying Agent] as required hereby. A form of notice of election to extend the Maturity Date is set forth below.

The "Election Notice Period" for each Election Date will begin on the _____ Business Day prior to the applicable Election Date, and will end at [12:00 noon, New York City time,] on that Election Date. However, if that Election Date is not a Business Day, the Election Notice Period will be extended to [12:00 noon, New York City time,] on the next following day that is a Business Day. The election notice must be delivered to the [Trustee] [London Paying Agent] no later than 12:00 noon, New York City time, on the last Business Day in the Election Notice Period. Upon delivery to the [Trustee] [London Paying Agent] of a notice of election to extend the Maturity Date of the Notes or any portion thereof during any Election Notice Period, that election will be revocable during each day of that Election Notice Period, until [12:00 noon, New York City time,] on the last Business Day in the applicable Election Notice Period, at which time the notice will become irrevocable.

If on any Election Date, the registered holder of this Note does not make a timely or proper election to extend the Maturity Date of all or any portion of the principal amount of this Note, the principal amount of this Note for which an election has not been made will become due and payable on the Initial Maturity Date, or the applicable Additional Maturity Date to which the Maturity of this Note has previously been extended, as applicable. The principal amount of this Note for which an election is not exercised will be represented by a non-extendible substitute note, [substantially in the form attached hereto as Annex A,]⁷ which will be completed by the [Trustee] [London Paying Agent] in consultation with the Issuer, and issued by the [Trustee] [London Paying Agent] in the name of the holder hereof on that Election Date in accordance with the terms of the Indenture, subject to the delivery of this Note to the [Trustee] [London Paying Agent]. In such a case, Schedule 1 hereto will be annotated as of that Election Date to reflect the corresponding decrease in the principal amount of this Note. The non-extendible substitute note so issued will have the same terms as this Note, except that such note:

- will not be extendible;
- will have a new CUSIP number [and ISIN and Common Code]; and
- will retain the then-current Maturity Date of this Note.

Interest on a non-extendible substitute note will accrue from, and including, the last Interest Payment Date on this Note as to which interest was duly paid or provided by the Issuer.

The failure to elect to extend the Maturity Date of all or any portion of this Note will be irrevocable, and will be binding upon any subsequent holder of this Note or any applicable replacement note. The holder of a non-extendible substitute note received as a consequence of the failure to make such an election may not elect to exchange that non-extendible substitute note for an interest in this Note. The Issuer and the [Trustee] [London Paying Agent] will deem this

⁷ The form of non-extendible substitute note will be annexed to the global note at the time of issuance of notes extendible at the holder's option.

Note cancelled as to any portion of the principal amount hereof for which a duly completed form of notice of election to extend the Maturity Date and, if applicable, this Note are not delivered to the [Trustee] [London Paying Agent] within the applicable Election Notice Period in accordance with the terms of this Note.

Form of Notice of Election to Extend Maturity Date

The undersigned hereby elects to extend the Maturity Date of the Bank of America Corporation [*insert name of specific notes*] (CUSIP Number [ISIN and Common Code]) (or the portion thereof specified below) with the effect provided in the Note by surrendering such Note to the [the Trustee at 101 Barclay Street, New York, New York, 10286] [the London Paying Agent at One Canada Square, London, E14 5AL,], or such other address of which the Issuer shall from time to time notify the registered holders of the Note, in the event of an election to extend the Maturity Date of only a portion of the principal amount of the Note, together with this form of "Notice of Election to Extend Maturity Date" duly completed by the holder.

If the option to extend the Maturity Date of less than the entire principal amount of the Note is elected, specify the portion of the Note (which shall be [U.S.\$1,000] or an integral multiple of [U.S.\$1,000] in excess thereof) as to which the holder elects to extend the Maturity Date: [U.S.\$] ; and specify the principal amount or amounts (which shall be [\$1,000] or an integral multiple of [U.S.\$1,000] in excess thereof) of the non-extendible substitute note or notes, [substantially in the form attached to the Note as Annex A,] to be issued to the holder for the portion of the principal amount of the Note for which the option to extend the Maturity Date is not being elected (in the absence of any such specification, one non-extendible substitute note, [substantially in the form of Annex A,] will be issued for the portion of the principal amount of the Note as to which the option to extend Maturity Date is not being made): [U.S.\$] .

Dated: [NOTICE: The signature on this Notice of Election to Extend Maturity Date must correspond with the name as written upon the face of the Note in every particular, without alteration or enlargement or any change whatever.]

**[EXTENDIBLE NOTE RIDER
FOR EXTENSION OF MATURITY AT ISSUER'S OPTION]**

This Note is an Extendible Note, whereby the Issuer has the option to extend the maturity of this Note for one or more periods, as specified in the Pricing Supplement (each, an "Extension Period"), up to but not beyond the Final Maturity Date specified in the Pricing Supplement, under the terms of this Note as supplemented by this Extendible Note Rider.

Unless otherwise specified in the Pricing Supplement, the following provisions will apply to this Note:

The Issuer may exercise its option with respect hereto by delivery to the [Trustee] [London Paying Agent] a notice of such exercise at least 45, but not more than 60, calendar days prior to the Stated Maturity Date originally in effect with respect hereto or, if the Stated Maturity Date has already been extended, prior to the maturity date then in effect (each, an "Extended Maturity Date"). After such receipt and not later than 40 calendar days prior to the Stated Maturity Date or an Extended Maturity Date, as the case may be (each, an "Existing Maturity Date"), the [Trustee] [London Paying Agent] (or any duly appointed paying agent) will mail by first class mail, postage prepaid, to the registered holder hereof a notice (the "Extension Notice") relating to such extension period (the "Extension Period") setting forth (i) the election of the Issuer to extend the Maturity hereof, (ii) the new Extended Maturity Date, (iii) the interest rate applicable to the Extension Period (which interest rate may be higher during the Extension Period), and (iv) the provisions, if any, for redemption during the Extension Period, including the date or dates on which, the period or periods during which and the price or prices at which such redemption may occur during the Extension Period. Upon the mailing by the [Trustee] [London Paying Agent] (or any duly appointed paying agent) of an Extension Notice to the registered holder hereof, the maturity shall be extended automatically as set forth in the Extension Notice, and, except as modified by the Extension Notice and as described in the next paragraph, this Note will have the same terms as prior to the mailing of such Extension Notice.

Notwithstanding the foregoing, not later than 20 calendar days prior to the Existing Maturity Date hereof (or, if such date is not a Business Day, on the immediately succeeding Business Day), the Issuer, at its option, may revoke the interest rate provided for in the Extension Notice and establish a higher interest rate for the Extension Period by mailing or causing the applicable Paying Agent to mail notice of such higher interest rate, by first class mail, postage prepaid, to the registered holder hereof. Such notice shall be irrevocable. Thereafter, this Note will bear such higher interest rate for the Extension Period.

[If the Issuer elects to extend the maturity hereof, the registered holder hereof will have the option to elect repayment hereof in whole or in part by the Issuer on the Existing Maturity Date then in effect at a price equal to the principal amount hereof plus any accrued and unpaid interest to such date. In order for this Note to be so repaid on the Existing Maturity Date, the Issuer must receive, at least 15 days but not more than 30 calendar days prior to the Existing Maturity Date then in effect with respect hereto: (i) this Note with the form "Option to Elect Repayment" below duly completed, or (ii) a facsimile transmission or a letter from a member of a national securities exchange or the Financial Industry Regulatory Authority, Inc. or a commercial bank or a trust company in the United States setting forth the name of the registered

holder hereof, the principal amount hereof to be repaid, the certificate number, or a description of the tenor and terms hereof, a statement that the option to elect repayment is being exercised thereby, and a guarantee that this Note, together with the duly completed form entitled "Option to Elect Repayment" attached hereto, will be received by the [Trustee] [London Paying Agent] not later than the fifth Business Day after the date of such facsimile transmission or letter; provided, however, that such facsimile transmission or letter shall only be effective if this Note and duly completed form are received by the [Trustee] [London Paying Agent] by such fifth Business Day. Such option may be exercised by the registered holder hereof for less than the aggregate principal amount hereof then outstanding, provided that the principal amount hereof remaining outstanding after repayment is at least an Authorized Denomination as specified in the Pricing Supplement, or if no such Authorized Denomination is so specified, [U.S.\$1,000] or its equivalent in the applicable Specified Currency, unless otherwise specified in the Pricing Supplement.

[OPTION TO ELECT REPAYMENT]

The undersigned hereby irrevocably request(s) and instruct(s) the Issuer to repay this Note (or portion hereof specified below) pursuant to its terms at a price equal to the principal amount hereof together with interest to the repayment date, to the undersigned, at

(Please print or typewrite name and address of the undersigned)

For this Note to be repaid, [the Trustee must receive at 101 Barclay Street, New York, New York, 10286] [the London Paying Agent must receive at One Canada Square, London, E14 5AL,] or at such other place or places of which the Issuer from time to time shall notify the registered holder of this Note, not less than 30 nor more than 60 calendar days prior to an Optional Repayment Date, if any, shown in the Pricing Supplement, this Note with this "Option to Elect Repayment" form duly completed.

If less than the entire principal amount of this Note is to be repaid, (a) specify the portion hereof which the registered holder elects to have repaid and (b) specify the portion hereof (which shall be a minimum amount equal to the minimum Authorized Denomination) which is not being repaid (in the absence of any such specification to the contrary, one such Note will be issued for the portion not being repaid).

Date: _____

NOTICE: The signature on this Option to Elect Repayment must correspond with the name as written upon the face of this Note in every particular, without alteration or enlargement or any change whatever.

Principal amount to be repaid, if amount to be repaid is less than the principal amount of this Note (principal amount remaining must be in the minimum authorized denomination or any authorized integral multiple in excess thereof):
[U.S.\$] _____

[U.S.\$] _____

Amount to be Reissued (principal amount remaining must be in the minimum authorized denomination or any authorized integral multiples in excess thereof):
[U.S.\$] _____

[Option To Use DTC Tender Procedures]

DTC Participant

Number: _____

DTC Participant

Name: _____

DTC Participant Telephone

Number: _____

Fill in registration of Notes if to be issued otherwise than to the registered holder:

Name _____

Address: _____

(Please print name and address including zip code)

SOCIAL SECURITY OR OTHER TAXPAYER ID NUMBER

BANK OF AMERICA CORPORATION**MASTER REGISTERED GLOBAL SENIOR NOTE**

This Master Registered Global Senior Note (this “Note”) is a global security within the meaning of the Indenture dated as of January 1, 1995, as may be supplemented and amended from time to time (the “Indenture”), between Bank of America Corporation (the “Company”) and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the “Trustee”) under the Indenture and is registered in the name of Cede & Co., as the nominee of The Depository Trust Company (55 Water Street, New York, New York) (the “Depository”). This Note is not exchangeable for definitive or other Notes registered in the name of a person other than the Depository or its nominee, except in the limited circumstances described in the Indenture or in this Note, and no transfer of this Note (other than a transfer as a whole by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any such nominee to a successor depository or a nominee of such successor depository) may be registered except in the limited circumstances described in the Indenture.

Unless this Note is presented by an authorized representative of the Depository to the Company or its agent for registration of transfer, exchange or payment, and this Note is registered in the name of CEDE & CO., or such other name as requested by an authorized representative of the Depository, and unless any payment is made to CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, since the registered owner hereof, CEDE & CO., has an interest herein.

NEITHER THIS NOTE NOR THE SECURITIES REPRESENTED HEREBY ARE SAVINGS ACCOUNTS OR DEPOSITS, AND THIS NOTE AND THE SECURITIES REPRESENTED HEREBY ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENTAL AGENCY AND IS NOT AN OBLIGATION OF OR GUARANTEED BY BANK OF AMERICA, N.A. OR ANY OTHER BANKING OR NONBANKING AFFILIATE OF BANK OF AMERICA CORPORATION.

THE SECURITIES REPRESENTED BY THIS NOTE ARE THE DIRECT, UNCONDITIONAL, UNSECURED AND UNSUBORDINATED GENERAL OBLIGATIONS OF BANK OF AMERICA CORPORATION. SUCH OBLIGATIONS EVIDENCED BY THIS NOTE RANK PARI PASSU WITH ALL OTHER UNSECURED AND UNSUBORDINATED OBLIGATIONS OF BANK OF AMERICA CORPORATION, EXCEPT OBLIGATIONS THAT ARE SUBJECT TO ANY PRIORITIES OR PREFERENCES UNDER APPLICABLE LAW.

Date of Issuance:

BANK OF AMERICA CORPORATION
MASTER REGISTERED GLOBAL SENIOR NOTE

This Note represents one or more obligations of Bank of America Corporation, a corporation duly organized and existing under the laws of the State of Delaware (herein called the “Company,” which term includes any successor corporation), which may be issued by the Company from time to time in one or more offerings up to the aggregate principal amount of senior and subordinated medium-term notes, Series L, duly authorized by the Company’s board of directors, or a duly authorized committee thereof or appointed thereby, to be issued (each such obligation under this Note, a “Supplemental Obligation”). The terms of each Supplemental Obligation are and will be reflected in this Note and in the pricing supplements identified on Schedule 1 (each such pricing supplement, together with the Company’s prospectus dated March 30, 2012, as it may be amended or supplemented from time to time, including by the prospectus supplement, dated March 30, 2012, and as supplemented by any product supplement to the prospectus (as supplemented, the “Prospectus”), a “Pricing Supplement”) relating to such Supplemental Obligation, which Pricing Supplement (including the Prospectus) is on file with the Trustee. With respect to each Supplemental Obligation, the provisions of the applicable Pricing Supplement and Prospectus are hereby incorporated by reference herein and are deemed to be a part of this Note as of the applicable Original Issue Date specified on Schedule 1. Each reference to “this Note” includes and shall be deemed to refer to each Supplemental Obligation. A “pricing supplement” may bear a different name, including, without limitation, “term sheet” or “terms supplement.”

With respect to each Supplemental Obligation, every term of this Note is subject to modification, amendment or elimination through the incorporation by reference of the applicable Pricing Supplement, whether or not the phrase “unless otherwise provided in the Pricing Supplement” or language of similar import precedes the term of this Note so modified, amended or eliminated. It is the intent of the parties hereto that, in the case of any conflict between the terms of a Pricing Supplement and the terms herein (including any provisions set forth on the reverse hereof), the terms of the Pricing Supplement shall control over the terms herein with respect to the relevant Supplemental Obligation. Without limiting the foregoing, in the case of each Supplemental Obligation, holders of beneficial interests in this Note are directed to the applicable Pricing Supplement for a description of certain terms of such Supplemental Obligation, including, as applicable (i) the manner of determining the principal amount of, interest, if any, premium, if any, or (if applicable) securities or other assets deliverable on such Supplemental Obligation, (ii) the dates, if any, on which the principal amount of, interest, if any, and premium, if any, on such Supplemental Obligation shall be determined and payable, (iii) the currency in which a Supplemental Obligation is payable, (iv) the ability of the Company to redeem the Supplemental Obligation prior to the Maturity Date, (v) the ability of the holder of the Supplemental Obligation to require repayment of a Supplemental Obligation prior to its stated Maturity Date, (vi) the amount payable upon any acceleration of such Supplemental

Obligation, (vii) and the principal amount of such Supplemental Obligation deemed to be Outstanding for purposes of determining whether holders of the requisite principal amount of Supplemental Obligations have made or given any request, demand, authorization, direction, notice, consent, waiver or other action under the Indenture.

This Note is a “Master Note,” which term means a global security that provides for incorporation therein of the terms of Supplemental Obligations by reference to the applicable Pricing Supplements, substantially as contemplated herein.

The Company, for value received, hereby promises to pay to CEDE & CO., as nominee for The Depository Trust Company, or its registered assigns, the principal premium or other amounts as calculated and specified in the applicable Pricing Supplement, as adjusted in accordance with Schedule 1 hereto, on the Stated Maturity Date specified in the applicable Pricing Supplement (except to the extent redeemed or repaid prior to the Stated Maturity Date). If no Default Rate is specified in the applicable Pricing Supplement, the Default Rate shall be the fixed or floating Interest Rate or Interest Rates specified in the applicable Pricing Supplement. “Maturity,” for a Supplemental Obligation when used herein, means the date on which the principal, or an installment of principal, on that Supplemental Obligation becomes due and payable in full in accordance with the terms of the applicable Pricing Supplement and of the Indenture, whether at the Stated Maturity Date or by declaration of acceleration, call for redemption, prepayment at the holder’s option or otherwise.

Any interest so payable, and punctually paid or duly provided for, on any Interest Payment Date for a Supplemental Obligation will be paid to the person in whose name this Note (or one or more predecessor Notes evidencing all or a portion of the same Supplemental Obligation) is registered, unless otherwise specified in the applicable Pricing Supplement (i) if held in book-entry only form and denominated in U.S. dollars, at the close of business on the date that is one business day (in Charlotte, North Carolina and New York City) prior to such Interest Payment Date or (ii) if held in book-entry form and denominated in a currency other than U.S. dollars or if held in definitive form, at the close of business on the fifteenth calendar day immediately preceding such Interest Payment Date (each, referred to herein as the “Regular Record Date”); provided, however, that the first payment of interest on a Supplemental Obligation with an Original Issue Date between a Regular Record Date and an Interest Payment Date or on an Interest Payment Date will be made on the Interest Payment Date following the next Regular Record Date to the person in whose name this Note is registered at the close of business on such next Regular Record Date; and provided, further, that interest payable at Maturity (the “Maturity Date”) will be payable to the person to whom the principal hereof shall be payable. The principal on a Supplemental Obligation so payable, and punctually paid or duly provided for, at Maturity will be paid to the person in whose name this Note (or one or more predecessor Notes evidencing all or a portion of the same debt as that Supplemental Obligation) is registered at the close of business on the Maturity Date. Any such interest or principal not punctually paid or duly provided for shall be payable as provided in this Note and in the Indenture.

Payments shall be made by wire transfer to the registered holder of this Note by the Paying Agent without necessity of presentation and surrender of this Note to such account as has been appropriately designated to the Paying Agent by the person entitled to such payments.

The Company will pay any administrative costs imposed by any bank in making payments in immediately available funds, but any tax, assessment or governmental charge imposed upon payments hereunder, including, without limitation, any withholding tax, will be borne by the holder hereof.

Reference is made to the further provisions of this Note set forth on the reverse hereof and in the applicable Pricing Supplement, which provisions shall have the same effect as though fully set forth herein. In the event of any conflict between the provisions contained herein or on the reverse hereof and the provisions contained in the applicable Pricing Supplement, the latter shall control. References herein to "this Note," "hereof," "herein" and comparable terms shall mean this Note and shall include the applicable Pricing Supplement.

Unless the certificate of authentication hereon has been executed by the Trustee (or other authentication agent duly appointed in accordance with the Indenture), by manual signature of an authorized signatory, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Bank of America Corporation has caused this instrument to be duly executed on its behalf, by manual or facsimile signature.

Dated: _____

BANK OF AMERICA CORPORATION

[CORPORATE SEAL]

ATTEST:

By: _____

Name:

Title:

By: _____

Title: [Assistant] Secretary

CERTIFICATE OF AUTHENTICATION

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

Dated: _____

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: _____
Authorized Signatory

[Reverse of Note]

BANK OF AMERICA CORPORATION
Medium-Term Senior Note, Series L

MASTER REGISTERED GLOBAL SENIOR NOTE

SECTION 1. *General.* This Note represents one or more duly authorized Supplemental Obligations of the Company to be issued in one or more series under the Indenture, and to which Indenture reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company and the Trustee and the London Paying Agent (as described below) thereunder and the holders of the Notes and of the terms upon which the Notes are, and are to be, authenticated and delivered. The terms Trustee and London Paying Agent shall include any additional or successor trustee or agents appointed in such capacities by the Company in accordance with the terms of the Indenture.

Each Supplemental Obligation will be issued pursuant to the Prospectus Supplement dated March 30, 2012 to the Prospectus dated March 30, 2012, as either of such documents may be supplemented or amended from time to time, or pursuant to any document that supersedes or replaces either of such documents from time to time (referred to collectively herein as the "Prospectus") and may have different issue and Maturity Dates, bear interest at different rates and vary in such other ways as provided in the applicable Pricing Supplement, the Indenture and described in the Prospectus. The specific terms of each Supplement Obligation will be described in a Pricing Supplement.

The Company has initially appointed the Trustee to act as the U.S. Issuing and Paying Agent, Security Registrar and Transfer Agent for the Supplemental Obligation and The Bank of New York Mellon to act as the London Paying Agent for certain of the Supplemental Obligations through its London branch (the "London Paying Agent" and, with the Trustee, each, a "Paying Agent"). Requests in respect of payments with respect to Supplemental Obligation under this Note may be served, at the corporate trust office of the Trustee, located at 101 Barclay Street, New York, New York, 10286, and/or at the office of the London Paying Agent located at One Canada Square, London, E14 5AL, as applicable, or such other locations as may be specified by the applicable Paying Agent and notified to the Company and the registered holder of this Note.

Unless specified otherwise in the applicable Pricing Supplement, no Supplemental Obligation will be subject to a sinking fund.

Definitive notes will be issued in authorized denominations only and will be issued in registered form only, without coupons. The Registrar shall make an appropriate notation in its records on Schedule 1 to reflect the issuance of any Supplemental Obligation represented by this Note in definitive form.

SECTION 2. *Interest Provisions.* Interest, if any, payable on a Supplemental Obligation shall be calculated as set forth in the applicable Pricing Supplement.

SECTION 3. *Optional Redemption.* A Supplemental Obligation may be redeemable by the Company prior to its Stated Maturity Date if so specified in, and in accordance with the terms of, the applicable Pricing Supplement. **IF NO REDEMPTION DATE IS SET FORTH IN THE APPLICABLE PRICING SUPPLEMENT, THAT SUPPLEMENTAL OBLIGATION MAY NOT BE REDEEMED AT THE OPTION OF THE COMPANY PRIOR TO ITS STATED MATURITY DATE.**

If so specified in the applicable Pricing Supplement, on and after the Initial Redemption Date, if any, a Supplemental Obligation may be redeemed at any time in whole or from time to time in part at the option of the Company at a redemption price of 100% of the principal amount of that Supplemental Obligation being redeemed, together with accrued and unpaid interest on that Supplemental Obligation payable at the applicable rate or rates borne by that Supplemental Obligation, but excluding, the Redemption Date (unless a different redemption price is specified in the applicable Pricing Supplement), on notice given in accordance with the Indenture and the Pricing Supplement. The notice of redemption will take the form of a certificate signed by the Company specifying:

- the date fixed for redemption;
- the redemption price;
- the securities identification number(s) of the Supplemental Obligation to be redeemed;
- the amount to be redeemed, if less than all of the Supplemental Obligation is to be redeemed;
- the place of payment for the Supplemental Obligation to be redeemed; and
- that on and after the date fixed for redemption, interest will cease to accrue on the Notes to be redeemed.

So long as a depository is the record holder of a Supplemental Obligation, the Company will deliver any redemption notice only to that depository.

In the event of redemption of a Supplemental Obligation in part only, the unredeemed portion thereof shall be at least the minimum authorized denomination (the "Authorized Denomination") specified in the applicable Pricing Supplement, or if no such Authorized Denomination is so specified, U.S. \$1,000 or its equivalent in the Specified Currency. In the event of redemption of a Supplemental Obligation in part only, the unredeemed portion of that Supplemental Obligation shall continue to be represented by this Note and the applicable Pricing Supplement, subject to modifications specified on Schedule 1 attached hereto. The Registrar shall note any such early redemption, whether in whole or in part, on Schedule 1. Unless otherwise specified in the applicable Pricing Supplement, if less than all of a Supplemental Obligation is to be redeemed, the Trustee shall select, pro rata or by lot or in such other manner as the Trustee shall deem fair and appropriate, the amount of that Supplemental Obligation to be redeemed.

From and after any Redemption Date, if monies for the redemption of a Supplemental Obligation (or portion thereof) shall have been made available for redemption on such Redemption Date, that Supplemental Obligation (or such portion thereof) shall cease to bear interest or premium and the holder's only right with respect to that Supplemental Obligation (or such portion thereof) shall be to receive payment of the redemption price of such Supplemental Obligation (or portion thereof) being redeemed as specified in the applicable Pricing Supplement.

SECTION 4. *Optional Repayment.* A Supplemental Obligation may be repayable prior to its Stated Maturity Date at the option of the holder if so specified in, and in accordance with the terms of, the applicable Pricing Supplement. **IF NO OPTIONAL REPAYMENT BY THE HOLDER IS SET FORTH IN THE APPLICABLE PRICING SUPPLEMENT, THAT SUPPLEMENTAL OBLIGATION MAY NOT BE SO REPAID AT THE OPTION OF THE HOLDER PRIOR TO ITS STATED MATURITY DATE.** In the event of an early repayment of a Supplemental Obligation in part only, the portion of such Supplemental Obligation that is not repaid shall continue to be represented by this Note and the applicable Pricing Supplement. The Registrar shall note any such optional repayment, whether in whole or in part, on Schedule 1.

SECTION 5. *Repayment Upon Death.* The provisions of this Section shall apply if and to the extent the applicable Pricing Supplement indicates that the Supplemental Obligation has the Survivor's Option described herein. As set forth in the applicable Pricing Supplement, the Company shall be required to repay the beneficial owner of the Supplemental Obligation prior to its Stated Maturity Date, if requested by the authorized representative of the beneficial owner of the Supplemental Obligation, following the death of the beneficial holder of the Supplemental Obligation (the "Survivor's Options"). No Survivor's Option may be exercised if the deceased beneficial owner of the Supplemental Obligation held such Supplemental Obligation for less than six months prior to the request. In addition, the Company may limit the aggregate principal amount of the Supplemental Obligation as to which the exercises of the Survivor's Option may be accepted by the Company, as more fully described in the applicable Pricing Supplement. Forms of notice of election of exercise the Survivor's Option may be obtained from The Bank of New York Mellon Trust Company, N.A., 201 Bryan Street, 10th Floor, Dallas, Texas 75201, Attention: Survivor Option Department, 1-800-275-2048 or e-mail them at survivors_option@bnymellon.com. Notwithstanding anything to the contrary contained herein, upon the valid election of the Survivor's Option and proper tender of the related Supplemental Obligation, the Company may elect, in lieu of redeeming that Supplemental Obligation, to permit one of its subsidiaries, including Merrill Lynch, Pierce, Fenner & Smith Incorporated, to purchase that Supplemental Obligation from the representative of the holder of the Supplemental Obligation on the same terms and conditions as required of the Company pursuant to the Survivor's Option. In the event the Company makes such an election, the Company and its designated subsidiary shall notify the Trustee of such election. The Company shall remain obligated to redeem the applicable Supplemental Obligation at the time and upon the terms and conditions contained in the Survivor's Option in the event the Company's designated subsidiary fails to purchase the applicable Supplemental Obligation on the same terms or at the time required of the Company pursuant to the Survivor's Option.

SECTION 6. *Modification and Waivers.* The Indenture permits, with certain exceptions as therein provided, the amendment of the Indenture and the modification of the rights and obligations of the Company and the rights of the holders of a Supplemental Obligation at any time by the Company with the consent of the holders of not less than 66²/₃% in aggregate principal amount of the series of a Supplemental Obligation of which this Note is a part then outstanding and all other Securities (as defined in the Indenture) outstanding under the Indenture and affected by such amendment and modification. The Indenture also contains provisions permitting the holders of a majority in aggregate principal amount of a series of Supplemental Obligations under this Note then outstanding, on behalf of the holders of such Supplemental Obligations, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the holder of such Notes shall be conclusive and binding upon such holder and upon all future holders of such Notes and of any Note issued upon the registration of transfer thereof or in exchange therefor or in lieu hereof whether or not notation of such consent or waiver is made upon such Notes. The determination of whether a particular Supplemental Obligation is “outstanding” will be made in accordance with the Indenture.

Any new global security authenticated and delivered after the execution of any agreement modifying, amending or supplementing this Note may bear a notation in a form approved by the Company as to any matter provided for in such modification, amendment or supplement to the Indenture or the Supplemental Obligations. Any new global security so modified as to conform, in the opinion of the Company, to any provisions contained in any such modification, amendment or supplement may be prepared by the Company, authenticated by the Trustee and delivered in exchange for this Note.

SECTION 7. *Obligations Unconditional.* No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal, premium, if any, and interest on each Supplemental Obligation at the times, place and rate, and in the coin or currency, prescribed in this Note and in the applicable Pricing Supplement.

SECTION 8. *Successor to Company.* The Company may not consolidate or merge with or into any other person, or convey, transfer or lease its properties and assets substantially as an entirety to any person, unless (a) the resulting or acquiring entity, if other than the Company, is organized and validly existing under the laws of the United States, any state thereof or the District of Columbia, and shall expressly assume all the Company’s obligations under the Indenture; and (b) immediately after giving effect to such transaction, the Company (or any resulting or acquiring entity, if other than the Company) is not in default in the performance of any covenant or condition under the Indenture.

Upon consolidation, merger, sale or transfer as described above, the resulting or acquiring entity shall be substituted for the Company in the Indenture with the same effect as if it had been an original party to the Indenture, and the successor entity may exercise the Company’s right and powers under the Indenture.

SECTION 9. *Authorized Denominations.* Each Supplemental Obligation may be issued, whether on the original issue date or upon registration of transfer, exchange or partial redemption or repayment of such Supplemental Obligation, only in an Authorized Denomination as specified in the applicable Pricing Supplement, or if no Authorized Denomination is so specified, in minimum denominations of U.S.\$1,000 and any integral multiple of U.S.\$1,000 in excess thereof (or equivalent denominations in other currencies, subject to any other statutory or regulatory minimums).

SECTION 10. *Registration of Transfer.* As provided in the Indenture and subject to certain limitations as therein set forth, the transfer of this Note is registrable in the register maintained by the Security Registrar, upon surrender of this Note for registration of transfer at the office or agency of the Company designated by it pursuant to the Indenture, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Trustee or the Security Registrar requiring such written instrument of transfer duly executed by, the registered holder hereof or his attorney duly authorized in writing, and thereupon one or more new notes will be issued to the designated transferee or transferees.

This Note may be exchanged in whole, but not in part, and Supplemental Obligations may be exchanged in whole, for security-printed definitive Notes, only under the circumstances described in the Indenture. In any such instance, an owner of a beneficial interest in this Note or applicable Supplemental Obligation will be entitled to physical delivery in definitive form of notes equal in principal amount to such beneficial interest and to have such notes registered in its name. Unless otherwise set forth above, notes so issued in definitive form will be issued in Authorized Denominations only and will be issued in registered form only, without coupons.

Subject to the terms of the Indenture, if the notes are held in definitive form, a holder may exchange its notes for other notes of the same series in an equal aggregate principal amount and in Authorized Denominations.

Notes in definitive form may be presented for registration of transfer at the office of the Security Registrar or at the office of any transfer agent that the Company may designate and maintain. The Security Registrar or the transfer agent will make the transfer or registration only if it is satisfied with the documents of title and identity of the person making the request. The Company may change the Security Registrar or the transfer agent or approve a change in the location through which the Security Registrar or transfer agent acts at any time, except that the Company will be required to maintain a security registrar and transfer agent in each place of payment for the notes of a series of Supplemental Obligation. At any time, the Company may designate additional transfer agents for a series of Supplemental Obligation.

The Company will not be required to (a) issue, exchange, or register the transfer of any notes if it has exercised its right to redeem notes of a Supplemental Obligation for a period of 15 calendar days before the redemption date, or (b) exchange or register the transfer of any notes of a Supplemental Obligation that were selected, called, or are being called for redemption, except the unredeemed portion of the notes of that Supplemental Obligation, if being redeemed in part.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Note for registration of transfer, the Company, the Trustee, and any agent of the Company or the Trustee may treat the person in whose name this Note is registered as the owner hereof for all purposes, whether not this Note be overdue, and neither the Company, the Trustee, nor any such agent shall be affected by notice to the contrary, except as required by applicable law.

SECTION 11. *Events of Default.* If an Event of Default (defined in the Indenture as (a) the Company's failure to pay the principal or premium, if any, on a Supplemental Obligation; (b) the Company's failure to pay interest on a Supplemental Obligation within 30 calendar days after the same becomes due; (c) the Company's breach of its other covenants contained in this Note or in the Indenture, which breach is not cured within 90 calendar days after written notice by the Trustee or the holders of at least 25% in outstanding principal amount of all Securities issued under the Indenture and affected thereby; and (d) certain events involving the bankruptcy, insolvency or liquidation of the Company shall occur, the principal of all Supplemental Obligation affected thereby may be declared due and payable in the manner and with the effect provided in the Indenture.

SECTION 12. *Defeasance.* Unless otherwise specified in the applicable Pricing Supplement, the provisions of Article Fourteen of the Indenture do not apply to the relevant Supplemental Obligation.

SECTION 13. *Specified Currency.* Unless otherwise provided herein or in the applicable Pricing Supplement, the principal, premium, if any, and interest on any Supplemental Obligation are payable in the Specified Currency indicated in the applicable Pricing Supplement.

SECTION 14. *Mutilated, Defaced, Destroyed, Lost or Stolen Notes.* In case this Note or any definitive notes issued in certificated form in exchange for beneficial interests in this Note in accordance with the Indenture (referred to herein as "Certificated Notes") shall at any time become mutilated, defaced, destroyed, lost or stolen, and this Note or a Certificated Note or evidence of the loss, theft or destruction hereof or thereof satisfactory to the Company and the Security Registrar and such other documents or proof as may be required by the Company and the Security Registrar shall be delivered to the Security Registrar, the Security Registrar shall issue a new Note or Certificated Note in exchange and substitution for the mutilated or defaced Note or Certificated Note or in lieu of the Note or Certificated Note destroyed, lost or stolen but, in the case of any destroyed, lost or stolen Note or Certificated Note, only upon receipt of evidence satisfactory to the Company and the Security Registrar that this Note or Certificated Note was destroyed, stolen or lost, and, if required, upon receipt of indemnity satisfactory to the Company and the Security Registrar. Upon the issuance of any substituted Note or Certificated Note, the Company may require the payment of a sum sufficient to cover all expenses and reasonable charges connected with the preparation and delivery of a new Note or Certificated Note. If any Note or Certificated Note which has matured or has been redeemed or repaid or is about to mature or to be redeemed or repaid shall become mutilated, defaced, destroyed, lost or stolen, the Company may, instead of issuing a substitute Note or Certificated Note, pay or

authorize the payment of the same (without surrender thereof except in the case of a mutilated or defaced Note or Certificated Note) upon compliance by the holder with the provisions of this paragraph.

SECTION 15. *Miscellaneous*. No recourse shall be had for the payment of principal of (and premium, if any) or interest on, Supplemental Obligations represented by this Note for any claim based hereon, or otherwise in respect hereof, against any shareholder, employee, agent, officer or director, as such, past, present or future, of the Company or of any successor organization, either directly or through the Company or any successor organization, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

SECTION 16. *Defined Terms*. All terms used in this Note which are defined in the Indenture or the Prospectus and are not otherwise defined in this Note shall have the meanings assigned to them in the Indenture or the Prospectus, as applicable.

SECTION 17. *GOVERNING LAW*. THIS NOTE AND THE NOTES REPRESENTED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, NOTWITHSTANDING ANY OTHERWISE APPLICABLE CONFLICTS OF LAWS PROVISIONS AND ALL APPLICABLE UNITED STATES FEDERAL LAWS AND REGULATIONS.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations:

- TEN COM — as tenants in common
- TEN ENT — as tenants by the entireties
- JT TEN — as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT — _____ as Custodian for _____
 (Cust) (Minor)
 Under Uniform Gifts to Minors Act

 (State)

Additional abbreviations may also be used though not in the above list.

 FOR VALUE RECEIVED, the undersigned hereby
 sell(s), assign(s) and transfer(s) unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
 IDENTIFYING NUMBER OF ASSIGNEE

_____/_____/_____

Please print or type name and address, including zip code of assignee

 the within Note of BANK OF AMERICA CORPORATION and all rights thereunder and does hereby irrevocably constitute and appoint

 Attorney

to transfer the said Note on the books of the within-named Company, with full power of substitution in the premises

Dated: _____

SIGNATURE GUARANTEED: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of this Note

Schedule 1

<u>CUSIP Number and Title of Supplemental Obligation</u>	<u>Initial Principal Amount of Supplemental Obligation</u>	<u>Original Issue Date</u>	<u>Increase (Decrease) in Principal Amount</u>	<u>Transfer/ Redemption/ Repayment/ Exchange into Definitive Note</u>	<u>Date of Increase (Decrease) or Transfer/ Redemption/ Repayment/ Exchange into Definitive Note</u>	<u>Trustee Notation</u>

[FORM OF REGISTERED GLOBAL SUBORDINATED NOTE]**BANK OF AMERICA CORPORATION
Medium-Term Subordinated Note, Series L****REGISTERED GLOBAL SUBORDINATED NOTE**

This Note is a global security within the meaning of the Indenture dated as of January 1, 1995, as supplemented from time to time (the "Indenture"), between Bank of America Corporation (the "Issuer") and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the "Trustee") under the Indenture and is registered in the name of [Cede & Co., as the nominee of The Depository Trust Company (55 Water Street, New York, New York) (the "Depository")] [The Bank of New York Mellon Depository (Nominees) Limited, as the nominee of The Bank of New York Mellon, the common depository (the "Common Depository") for Euroclear Bank S.A./N.V., as operator of the Euroclear system, and/or Clearstream Banking, société anonyme, Luxembourg]. This Note is not exchangeable for definitive or other Notes registered in the name of a person other than [the Depository or its nominee] [the Common Depository], except in the limited circumstances described in the Indenture or in this Note, and no transfer of this Note (other than a transfer as a whole by [the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any such nominee to a successor depository or a nominee of such successor depository] [the Common Depository to a successor common depository]) may be registered except in the limited circumstances described in the Indenture.

[Unless this Note is presented by an authorized representative of the Depository to the Issuer or its agent for registration of transfer, exchange or payment, and this Note is registered in the name of CEDE & CO., or such other name as requested by an authorized representative of the Depository, and unless any payment is made to CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, since the registered owner hereof, CEDE & CO., has an interest herein.]¹

THIS NOTE IS NOT A SAVINGS ACCOUNT OR A DEPOSIT AND IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENTAL AGENCY.

THE INDEBTEDNESS OF BANK OF AMERICA CORPORATION EVIDENCED BY THIS NOTE, INCLUDING THE PRINCIPAL HEREOF AND INTEREST HEREON, IS, TO THE EXTENT AND IN THE MANNER SET FORTH IN THE INDENTURE, SUBORDINATE AND JUNIOR IN RIGHT OF PAYMENT TO BANK OF AMERICA CORPORATION'S OBLIGATIONS TO HOLDERS OF SENIOR INDEBTEDNESS, AS DEFINED IN THE INDENTURE, AND EACH HOLDER OF THIS NOTE, BY THE ACCEPTANCE HEREOF, AGREES TO AND SHALL BE BOUND BY SUCH PROVISIONS OF THE INDENTURE.

¹ Modify in the case of all Registered Global Notes other than DTC Global Notes.

THIS NOTE IS NOT AN OBLIGATION OF OR GUARANTEED BY BANK OF AMERICA, N.A. OR ANY OTHER BANKING OR NONBANKING AFFILIATE OF BANK OF AMERICA CORPORATION.

THIS NOTE IS SOLD IN MINIMUM DENOMINATIONS AS NOTED HEREIN AND IN THE PRICING SUPPLEMENT ATTACHED HERETO AND CANNOT BE EXCHANGED FOR NOTES IN SMALLER DENOMINATIONS. EACH OWNER OF A BENEFICIAL INTEREST IN THIS NOTE IS REQUIRED TO HOLD A BENEFICIAL INTEREST OF A PRINCIPAL AMOUNT OF THIS NOTE EQUAL TO THE MINIMUM AUTHORIZED DENOMINATION AT ALL TIMES.

No. R-
CUSIP No.:
ISIN:
Common Code:

Registered

Principal Amount: [\$]

BANK OF AMERICA CORPORATION
Medium-Term Subordinated Note, Series L

[INSERT SPECIFIC NAME OR DESIGNATION OF THE NOTES]
REGISTERED GLOBAL SUBORDINATED NOTE

ORIGINAL ISSUE DATE²:

This Note is an Extendible Note at the Holder's Option. [See attached Rider]

STATED MATURITY DATE:

This Note is an Extendible Note at the Issuer's Option. [See attached Rider]

CURRENCY:

- U.S. Dollars
 Other (specify):

This Note is an Amortizing Note. [See payment schedule in attached Pricing Supplement]

- FIXED RATE NOTE
 FLOATING RATE NOTE
 FLOATING RATE/FIXED RATE NOTE

RECORD DATES:

[CALCULATION AGENT:]

BANK OF AMERICA CORPORATION, a Delaware corporation (herein called the "Issuer," which term includes any successor corporation), for value received, hereby promises to pay to [CEDE & CO., as nominee for The Depository Trust Company][THE BANK OF NEW YORK MELLON DEPOSITORY (NOMINEES) LIMITED, as nominee of The Bank of New York Mellon, the common depository for Euroclear Bank S.A./N.V., as operator of the Euroclear system, and/or Clearstream Banking, société anonyme, Luxembourg], or its registered assigns, the principal amount specified above or as set forth in the Pricing Supplement (the "Pricing Supplement") attached hereto, as adjusted in accordance with Schedule 1 hereto, on the Stated Maturity Date³ specified above (except to the extent redeemed or repaid prior to the Stated Maturity Date), and to pay interest thereon (i) in accordance with the provisions set forth on the reverse hereof in Section 2(a), if this Note is designated as a "Fixed Rate Note" above, (ii) in accordance with the provisions set forth on the reverse hereof under the Section 2(b), if this Note is designated as a "Floating Rate

² The form provides that interest, if any, will accrue from the Original Issue Date. In the event a series of Notes is reopened, interest will accrue from the Original Issue Date for all tranches of Notes of that series. However, in the event a series of Notes is reopened, the authentication date for each tranche of Notes will be the date that tranche of Notes is settled, which may be different from the Original Issue Date.

³ This form provides for Notes that will mature only on a specified date. If the Maturity of Notes of a series may be extended at the option of the holder, or if the Issuer may elect the extension of Maturity of the Notes of a series, the form, as used, will be modified by the applicable Rider attached to this Note to provide for additional terms relating to such renewal or extension, as the case may be, including the period or periods for which the Maturity may be extended, changes in the interest rate, if any, and requirements for notice.

Note” above, or (iii) in accordance with the provisions set forth on the reverse hereof in Section 2(c), if this Note is designated as a “Floating Rate/Fixed Rate Note” above, in each case as such provisions may be modified or supplemented by the terms and provisions set forth in the Pricing Supplement, and (to the extent that the payment of such interest shall be legally enforceable) to pay interest at the Default Rate per annum specified in the Pricing Supplement on any overdue principal and premium, if any, and on any overdue installment of interest. If no Default Rate is specified in the Pricing Supplement, the Default Rate shall be the fixed or floating Interest Rate or Interest Rates on this Note specified in the Pricing Supplement. “Maturity,” when used herein, means the date on which the principal of this Note or an installment of principal becomes due and payable in full in accordance with the terms of this Note and of the Indenture, whether at the Stated Maturity Date or by declaration of acceleration, call for redemption, prepayment at the holder’s option or otherwise.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will be paid to the person in whose name this Note (or one or more predecessor Notes evidencing all or a portion of the same debt as this Note) is registered, unless otherwise specified on the face hereof or in the Pricing Supplement (i) for book-entry only Notes denominated in U.S. dollars, at the close of business on the date that is one business day (in Charlotte, North Carolina and New York City) prior to such Interest Payment Date or (ii) for book-entry only Notes denominated in a currency other than U.S. dollars and for any Notes in definitive form, at the close of business on the fifteenth calendar day immediately preceding such Interest Payment Date (each, referred to herein as the “Regular Record Date”); provided, however, that the first payment of interest on any Note with an Original Issue Date between a Regular Record Date and an Interest Payment Date or on an Interest Payment Date will be made on the Interest Payment Date following the next Regular Record Date to the person in whose name this Note is registered at the close of business on such next Regular Record Date; and provided, further, that interest payable at Maturity (the “Maturity Date”) will be payable to the person to whom the principal hereof shall be payable. The principal so payable, and punctually paid or duly provided for, at Maturity will be paid to the person in whose name this Note (or one or more predecessor Notes evidencing all or a portion of the same debt as this Note) is registered at the time of payment by the Trustee. Any such interest or principal not punctually paid or duly provided for shall be payable as provided in this Note and in the Indenture.

Payment of principal of, and premium, if any, and interest on, this Note due at Maturity will be made in immediately available funds upon presentation and surrender of this Note at the office of the applicable Paying Agent (as described on the reverse hereof) maintained for that purpose, and in accordance with the procedures of the depository or clearing system noted hereon; provided, that this Note is presented to the Paying Agent in time for the Paying Agent to make such payment in accordance with its normal procedures. Payments of interest on this Note (other than at Maturity) will be made by wire transfer to such account as has been appropriately designated to the Paying Agent by the person entitled to such payments.

The Issuer will pay any administrative costs imposed by any bank in making payments in immediately available funds, but any tax, assessment or governmental charge imposed upon payments hereunder, including, without limitation, any withholding tax, will be borne by the holder hereof.

Reference is made to the further provisions of this Note set forth on the reverse hereof and in the Pricing Supplement attached hereto, which shall have the same effect as though fully set forth at this place. In the event of any conflict between the provisions contained herein or on the reverse hereof and the provisions contained in the Pricing Supplement attached hereto, the latter shall control. References herein to “this Note,” “hereof,” “herein” and comparable terms shall include the Pricing Supplement attached hereto.

Unless the certificate of authentication hereon has been executed by the Trustee (or other authentication agent duly appointed in accordance with the Indenture), by manual signature of an authorized signatory, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, Bank of America Corporation has caused this instrument to be duly executed on its behalf, by manual or facsimile signature.

Dated: _____

BANK OF AMERICA CORPORATION

[CORPORATE SEAL]

ATTEST:

By: _____

Name:

Title:

By: _____

Title: [Assistant] Secretary

CERTIFICATE OF AUTHENTICATION

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

Dated: _____

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: _____
Authorized Signatory

[Reverse of Note]

BANK OF AMERICA CORPORATION
Medium-Term Subordinated Note, Series L

REGISTERED GLOBAL SUBORDINATED NOTE

SECTION 1. *General.* This Note is one of a duly authorized issue of subordinated notes of the Issuer to be issued in one or more series under the Indenture dated January 1, 1995, as supplemented from time to time (the "Indenture"), between Bank of America Corporation (the "Issuer") and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the "Trustee"), and to which Indenture reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Issuer and the Trustee and the London Paying Agent (as described below) thereunder and the holders of the Notes and of the terms upon which the Notes are, and are to be, authenticated and delivered. The terms Trustee and London Paying Agent shall include any additional or successor trustee or agents appointed in such capacities by the Issuer in accordance with the terms of the Indenture.

This Note is also one of the Notes issued pursuant to the Prospectus Supplement dated March 30, 2012 to the Prospectus dated March 30, 2012, as either of such documents may be supplemented or amended from time to time, or pursuant to any document that supersedes or replaces either of such documents from time to time (referred to collectively herein as the "Prospectus"), for the offer and sale of the Issuer's senior and subordinated medium-term notes, Series L (the "Notes"). The Notes may have different issue and maturity dates, bear interest at different rates and vary in such other ways as provided in the Indenture and described in the Prospectus. The specific terms of each issuance of Notes will be described in a Pricing Supplement.

The Issuer has initially appointed the Trustee to act as the U.S. Issuing and Paying Agent, Security Registrar and Transfer Agent for the Notes and The Bank of New York Mellon to act as the London Paying Agent for certain of the Notes through its London branch (the "London Paying Agent" and, with the Trustee, each, a "Paying Agent"). This Note may be presented or surrendered for payment, and notices, designations or requests in respect of payments with respect to this Note may be served, at the corporate trust office of the Trustee, located at 101 Barclay Street, New York, New York, 10286, and/or at the office of the London Paying Agent located at One Canada Square, London, E14 5AL, as applicable, or such other locations as may be specified by the applicable Paying Agent and notified to the Issuer and the registered holder of this Note.

Unless specified otherwise in the Pricing Supplement, this Note will not be subject to a sinking fund.

SECTION 2. *Interest Provisions.*

(a) Fixed Rate Notes. If this Note is designated as a "Fixed Rate Note" on the face hereof, the Issuer will pay interest on the principal amount specified on the face of this Note (as adjusted in accordance with Schedule 1 hereto) on each Interest Payment Date specified in the Pricing Supplement and at Maturity, commencing on the first Interest Payment Date succeeding the Original Issue Date specified above, except as provided on the face hereof, until payment of such

principal sum has been made or duly provided for. Unless otherwise specified in the Pricing Supplement, if this Note has a Maturity Date of less than one year from the Original Issue Date, interest on this Note will be paid only at Maturity.

Payments of interest hereon will include interest accrued from, and including, the most recent Interest Payment Date to which interest on this Note (or any predecessor Note) has been paid or duly provided for (or, unless otherwise specified in the Pricing Supplement, if no interest has been paid or duly provided for, from, and including, the Original Issue Date) to, but excluding, the relevant Interest Payment Date or Maturity Date, as the case may be.

Unless otherwise specified in the Pricing Supplement, if this Note has an original maturity less than one year and is payable in U.S. dollars, interest (including payments for partial periods) will be computed and paid on the basis of the actual number of days elapsed divided by 360. Unless otherwise specified in the Pricing Supplement, if this Note has an original maturity of one year or more and is payable in U.S. dollars, interest (including payments for partial periods) will be computed on the basis of a 360-day year of twelve 30-day months. Unless otherwise specified in the Pricing Supplement, if this Note is denominated in a currency other than U.S. dollars or Canadian dollars, interest will be computed on the basis of the Actual/Actual (ISMA) Fixed Day Count Convention. Unless otherwise specified in the Pricing Supplement, if this Note is denominated in Canadian dollars, interest will be calculated using Actual/Actual (Canadian Compound Method).

“Actual/Actual (ISMA) Fixed Day Count Convention” means:

- (a) in the case of fixed-rate notes where the number of days in the relevant period from and including the most recent Interest Payment Date (or, if none, from, and including, the interest commencement date, which unless specified otherwise in the Pricing Supplement shall be the Original Issue Date) to, but excluding, the relevant payment date (referred to as the **“accrual period”**) is equal to or shorter than the determination period (as defined below) during which the accrual period ends, the number of days in the accrual period divided by the product of (1) the number of days in that determination period and (2) the number of determination periods that would occur in one calendar year, assuming interest was to be payable in respect of the whole of that year; or
- (b) in the case of fixed-rate notes where the accrual period is longer than the determination period during which the accrual period ends, the sum of:
 - (1) the number of days in that accrual period falling in the determination period in which the accrual period begins divided by the product of (x) the number of days in such determination period and (y) the number of determination periods that would occur in one calendar year, assuming interest was to be payable in respect of the whole of that year; and
 - (2) the number of days in that accrual period falling in the next determination period divided by the product of (x) the number of days in such determination period and (y) the number of determination periods that would occur in one calendar year, assuming interest was to be payable in respect of the whole of that year.

“Determination period” means the period from, and including, a determination date to, but excluding, the next determination date (including, where either the interest commencement date or the final Interest Payment Date is not a determination date, the period commencing on the first determination date prior to, and ending on the first determination date falling after, such date).

“**Determination date**” means each date specified in the Pricing Supplement or, if none is specified, each Interest Payment Date.

“**Actual/Actual (Canadian Compound Method)**” means, when calculating interest due on any Interest Payment Date for a full semi-annual interest period, the day count fraction will be 30/360, and, when calculating interest for any interest period that is shorter than a full semi-annual interest period, the day count fraction will be Actual/365 (Fixed).

Unless otherwise specified in the Pricing Supplement, if any Interest Payment Date or the Maturity Date of this Note falls on a day that is not a Business Day, the related payment of principal, premium, if any, or interest on this Note will be made on the next succeeding Business Day with the same force and effect as if made on the date such payments were due, and no additional interest will accrue in respect of the amount so payable for the period from and after such Interest Payment Date or the Maturity Date, as the case may be.

(b) Floating Rate Notes. If this Note is designated as a “*Floating Rate Note*” on face hereof, the Issuer will pay interest on the principal amount specified on the face of this Note (as adjusted in accordance with Schedule 1 hereto) on each Interest Payment Date specified in the Pricing Supplement and at Maturity, commencing on the first Interest Payment Date succeeding the Original Issue Date specified on the face hereof, unless the Original Issue Date occurs between a Regular Record Date and the next Interest Payment Date, in which case interest shall be payable commencing on the Interest Payment Date following the next Regular Record Date, at a rate per annum determined in accordance with the provisions hereof and the Pricing Supplement, until payment of such principal sum has been made or duly provided for. Unless otherwise specified in the Pricing Supplement, if this Note has a Maturity Date of less than one year from the Original Issue Date, interest on this Note will be paid only at Maturity.

Payments of interest hereon will include interest accrued from, and including, the most recent Interest Payment Date to which interest on this Note (or any predecessor Note) has been paid or duly provided for (or, unless otherwise provided in the Pricing Supplement, if no interest has been paid or duly provided for, from and including the Original Issue Date) to, but excluding, the relevant Interest Payment Date or Maturity Date, as the case may be (each such period, an “Interest Period”).

As set forth in the Pricing Supplement, this Note may have either or both of the following: (i) a maximum numerical interest rate limitation, or ceiling, on the rate at which interest may accrue during any Interest Period (“Maximum Interest Rate”); or (ii) a minimum numerical interest rate limitation, or floor, on the rate at which interest may accrue during any interest period (“Minimum Interest Rate”); provided, however, that the interest rate on this Note will in no event be higher than the maximum rate permitted by applicable law.

The Base Rate (as defined herein) with respect to this Note may be (i) the federal funds rate, (ii) the London interbank offered rate, or “LIBOR,” (iii) the Euro-zone interbank offered rate, or “EURIBOR,” (iv) the prime rate, (v) the treasury rate or (vi) such other rate as is described in the Pricing Supplement.

Except as described below, this Note will bear interest at the rate determined by reference to the appropriate interest rate basis (the “Base Rate”) and Index Maturity, each as specified in the Pricing Supplement, (i) plus or minus the Spread, if any, specified in the Pricing Supplement and/or (ii) multiplied by the Spread Multiplier, if any, specified in the Pricing Supplement. The interest rate in effect during an Interest Period will be the rate determined by the Calculation Agent specified in the Pricing Supplement on the “calculation date” by reference to the Interest Determination Date (as described below).

The “calculation date” pertaining to any Interest Determination Date will be the date by which the Calculation Agent specified in the Pricing Supplement computes the amount of interest owed on this Note for the related Interest Period. Unless otherwise specified in the Pricing Supplement, the “calculation date” will be the earlier of (a) the tenth calendar day after the related Interest Determination Date or, if that date is not a Business Day, the next succeeding Business Day; or (b) the Business Day immediately preceding the applicable Interest Payment Date or the Stated Maturity Date or the date of redemption or the date of prepayment, as the case may be.

The interest rate in effect on each day shall be (a) if such day is an Interest Reset Date, the interest rate determined as of the Interest Determination Date pertaining to such Interest Reset Date or (b) if such day is not an Interest Reset Date, the interest rate determined as of the Interest Determination Date pertaining to the immediately preceding Interest Reset Date. Unless otherwise specified herein or in the Pricing Supplement, if any Interest Reset Date specified in the Pricing Supplement (including the Initial Interest Reset Date, as specified in the Pricing Supplement) falls on a day that is not a Business Day, the Interest Reset Date will be postponed to the next day that is a Business Day, except that, unless otherwise specified in the Pricing Supplement, in the case of a LIBOR note or a EURIBOR note, if the next Business Day is in the next succeeding calendar month, the Interest Reset Date will be the immediately preceding Business Day. The Interest Reset Dates are subject to adjustment as described below.

Unless otherwise specified in the Pricing Supplement: (i) the “Interest Determination Date” with respect to any Note that has as its Base Rate the federal funds rate or the prime rate will be the Business Day immediately preceding the related Interest Reset Date; (ii) the “Interest Determination Date” with respect to any Note that has LIBOR as its Base Rate will be the second London Banking Day preceding the related Interest Reset Date, unless the Index Currency specified in the Pricing Supplement is pounds sterling, in which case the Interest Determination Date will be the Interest Reset Date; (iii) the “Interest Determination Date” with respect to any Note that has EURIBOR as its Base Rate will be the second TARGET Settlement Date (as defined below) preceding the related Interest Reset Date; and (iv) the “Interest Determination Date” with respect to any Note that has as its Base Rate the treasury rate will be the day of the week in which the related Interest Reset Date falls on which Treasury bills of the Index Maturity specified in the Pricing Supplement normally would be auctioned; provided, however, that if an auction is held on the Friday of the week preceding the related Interest Reset Date, the related “Interest Determination Date” shall be such preceding Friday; and provided, further, that if an auction is held on any Interest Reset Date then the Interest Reset Date shall instead be the first Business Day following such auction.

For a Note whose interest rate is determined by reference to two or more Base Rates, unless otherwise specified in the Pricing Supplement, the “Interest Determination Date” shall be the most recent Business Day that is at least two Business Days prior to the applicable Interest Reset Date for the Note on which each Base Rate is determinable.

Unless otherwise specified in the Pricing Supplement, if any Interest Payment Date falls on a day that is not a Business Day, the related payment of interest will be made on the next succeeding Business Day. However, unless otherwise specified in the Pricing Supplement, if this Note has as its Base Rate LIBOR or EURIBOR, as described below, if an Interest Payment Date falls on a date that is not a Business Day, and the next Business Day is in the next calendar month, the Interest Payment Date will be the immediately preceding Business Day. In each such case, except for the Interest Payment Date falling on the Maturity Date, the Interest Periods and the Interest Reset Dates will be adjusted accordingly to calculate the amount of interest payable on this Note. Unless otherwise specified in the Pricing Supplement, if the Maturity Date of this Note falls on a day that is not a Business Day, the related payment of principal of, or premium, if any, or interest on, this Note will be made on the next succeeding Business Day with the same force and effect as if made on the date such payments were due, and no additional interest will accrue in respect of the amount so payable for the period from and after the Maturity Date.

Accrued interest on this Note is calculated by multiplying the principal amount of the Note by an accrued interest factor. The accrued interest factor is the sum of the interest factors calculated for each day in the period for which accrued interest is being calculated. Unless otherwise indicated in the Pricing Supplement, the daily interest factor will be computed on the basis of a 360-day year of twelve 30-day months if the Day Count Convention specified in the Pricing Supplement is "30/360" for the period specified thereunder, or on the basis of the actual number of days in the Interest Period divided by 360 if the Day Count Convention specified in the Pricing Supplement is "Actual/360" for the period specified thereunder, or on the basis of the actual number of days in the Interest Period divided by 365, or in the case of an Interest Payment Date falling in a leap year, 366, if the Day Count Convention specified in the Pricing Supplement is "Actual/Actual" for the period specified thereunder. If no Day Count Convention is specified in the Pricing Supplement, the daily interest factor will be computed and interest will be paid (including payments for partial periods) as follows: (i) for Notes that have as a Base Rate the federal funds rate, LIBOR, EURIBOR, the prime rate, or any other rate other than the treasury rate, as if "Actual/360" had been specified in the Pricing Supplement; (ii) for Notes that have the treasury rate as a Base Rate, as if "Actual/Actual" had been specified in the Pricing Supplement; and (iii) for Notes that are denominated in Canadian dollars, unless otherwise specified in the Pricing Supplement, as if "Actual/365" had been specified in the Pricing Supplement.

All amounts used in or resulting from any calculation on this Note will be rounded to the nearest cent, if the currency specified on the face hereof (referred to herein as the "Specified Currency") is U.S. dollars, or to the nearest corresponding hundredth of a unit, if the Specified Currency is other than U.S. dollars, with one-half cent or one-half of a corresponding hundredth of a unit or more being rounded upward. Unless otherwise specified in the Pricing Supplement, all percentages resulting from any calculation are rounded to the nearest one hundred-thousandth of a percent, with five one-millionths of a percentage point rounded upward. For example, 9.876545% (or .09876545) will be rounded to 9.87655% (or .0987655).

Notwithstanding the calculations determined as specified below, the interest rate hereon shall not be greater than the Maximum Interest Rate, if any, or less than the Minimum Interest Rate, if any, specified in the Pricing Supplement.

The Calculation Agent shall calculate the interest rate hereon in accordance with the procedures described below on or before each calculation date. At the request of the registered holder hereof, the Calculation Agent will provide to such holder the interest rate hereon then in effect and, if determined, the interest rate which will become effective as of the next Interest Reset Date.

Determination of LIBOR. LIBOR for any Interest Determination Date will be the arithmetic mean of the offered rates for deposits in the relevant Index Currency having the Index Maturity described in the Pricing Supplement, commencing on the related Interest Reset Date, as the rates appear on the LIBOR Reuters page designated in the Pricing Supplement as of 11:00 A.M., London time, on that Interest Determination Date, if at least two offered rates appear on the designated LIBOR page, except that, if the designated LIBOR Reuters page only provides for a single rate, that single rate will be used.

If fewer than two of the rates described above appear on that page or no rate appears on any page on which only one rate normally appears, then the Calculation Agent will determine LIBOR as follows:

- The Calculation Agent will select four major banks in the London interbank market, after consultation with the Issuer. On the Interest Determination Date, those four banks will be requested to provide their offered quotations for deposits in the relevant Index Currency having an Index Maturity specified in the Pricing Supplement commencing on the Interest Reset Date to prime banks in the London interbank market at approximately 11:00 A.M., London time.
- If at least two quotations are provided, the Calculation Agent will determine LIBOR as the arithmetic mean of those quotations.
- If fewer than two quotations are provided, the Calculation Agent will select, after consultation with the Issuer, three major banks in New York City. On the Interest Determination Date, those three banks will be requested to provide their offered quotations for loans in the relevant Index Currency having an Index Maturity specified in the Pricing Supplement commencing on the Interest Reset Date to leading European banks at approximately 11:00 A.M., New York time. The Calculation Agent will determine LIBOR as the average of those quotations.
- If fewer than three New York City banks selected by the Calculation Agent are quoting rates, LIBOR for that interest period will remain LIBOR then in effect on the Interest Determination Date.

Determination of EURIBOR. EURIBOR means, for any Interest Determination Date, the rate for deposits in euro as sponsored, calculated, and published jointly by the European Banking Federation and ACI—The Financial Market Association, or any company established by the joint sponsors for purposes of compiling and publishing those rates, having the Index Maturity specified in the Pricing Supplement, as that rate appears on the display on Reuters, or any successor service, on page EURIBOR01 or any other page as may replace such page (“**Reuters Page EURIBOR01**”), as of 11:00 A.M., Brussels time.

The following procedures will be followed if EURIBOR cannot be determined as described above:

- If no offered rate appears on Reuters Page EURIBOR01 on an Interest Determination Date at approximately 11:00 A.M., Brussels time, then the Calculation Agent, after consultation with the Issuer, will select four major banks in the Euro-zone interbank market to provide a quotation of the rate at which deposits in euro having the Index Maturity specified in the Pricing Supplement are offered to prime banks in the Euro-zone interbank market, and in a principal amount not less than the equivalent of €1,000,000, that is representative of a single transaction in euro in that market at that time. If at least two quotations are provided, EURIBOR will be the average of those quotations.
- If fewer than two quotations are provided, then the Calculation Agent, after consultation with the Issuer, will select four major banks in the Euro-zone interbank market to provide a quotation of the rate offered by them, at approximately 11:00 A.M., Brussels time, on the Interest Determination Date, for loans in euro to prime banks in the Euro-zone interbank market for a period of time equivalent to the Index Maturity specified in the Pricing Supplement commencing on that Interest Reset Date and in a principal amount not less than the equivalent of €1,000,000, that is representative of a single transaction in euro in that market at that time. If at least three quotations are provided, EURIBOR will be the average of those quotations.
- If three quotations are not provided, EURIBOR for that Interest Determination Date will be equal to EURIBOR for the immediately preceding interest period.

“**Euro-zone**” means the region comprising Member States of the European Union that have adopted the euro as their single currency in accordance with the Treaty establishing European Community, as amended.

Determination of Treasury Rate. The “treasury rate” for any Interest Determination Date is the rate set at the auction of direct obligations of the United States (“**Treasury bills**”) having the Index Maturity described in the Pricing Supplement, as specified under the caption “Investment Rate” on the display on Reuters, or any successor service, on page USAUCTION 10/11 or any other page as may replace such page.

The following procedures will be followed if the treasury rate cannot be determined as described above:

- If the rate is not displayed on Reuters on page USAUCTION 10/11 or any other page as may replace such page by 3:00 P.M., New York City time, on the related calculation date, the treasury rate will be the rate of Treasury bills as published in H.15 Daily Update, or another recognized electronic source for the purpose of displaying the applicable rate, under the caption “U.S. Government Securities/Treasury Bills/Auction High.”
- If the alternative rate described in the paragraph immediately above is not published by 3:00 P.M., New York City time, on the related calculation date, the treasury rate will be the bond equivalent yield, as defined below, of the auction rate of the applicable Treasury bills as announced by the U.S. Department of the Treasury.

- If the alternative rate described in the paragraph immediately above is not announced by the U.S. Department of the Treasury, or if the auction is not held, the treasury rate will be the bond equivalent yield of the rate on the particular Interest Determination Date of the applicable Treasury bills as published in H.15(519) under the caption “U.S. Government Securities/Treasury Bills/Secondary Market.”
- If the alternative rate described in the paragraph immediately above is not published by 3:00 P.M., New York City time, on the related calculation date, the treasury rate will be the rate on the particular Interest Determination Date of the applicable Treasury bills as published in H.15 Daily Update, or another recognized electronic source used for the purpose of displaying the applicable rate, under the caption “U.S. Government Securities/Treasury Bills/Secondary Market.”
- If the alternative rate described in the paragraph immediately above is not published by 3:00 P.M., New York City time, on the related calculation date, the treasury rate will be the rate on the particular Interest Determination Date calculated by the Calculation Agent as the bond equivalent yield of the arithmetic mean of the secondary market bid rates, as of approximately 3:30 P.M., New York City time, on that Interest Determination Date, of three primary U.S. government securities dealers, selected by the Calculation Agent, after consultation with the Issuer, for the issue of Treasury bills with a remaining maturity closest to the particular Index Maturity.
- If the dealers selected by the Calculation Agent are not quoting as described in the paragraph immediately above, the treasury rate will be the treasury rate in effect on the particular Interest Determination Date.

The bond equivalent will be calculated using the following formula:

$$\text{Bond Equivalent Yield} = \frac{D \times N}{360 - (D \times M)} \times 100$$

where “D” refers to the applicable annual rate for Treasury bills quoted on a bank discount basis and expressed as a decimal, “N” refers to 365 or 366, as the case may be, and “M” refers to the actual number of days in the applicable interest period.

“**H.15(519)**” means the weekly statistical release designated as H.15(519), or any successor publication, published by the Federal Reserve Board.

“**H.15 Daily Update**” means the daily update of H.15(519), available through the website of the Federal Reserve Board at www.federalreserve.gov/releases/h15/update, or any successor site or publication.

Determination of Federal Funds Rate. The “federal funds rate” for any Interest Determination Date will be as follows:

- if “**Federal Funds (Effective) Rate**” is specified in the Pricing Supplement, the federal funds rate will be the rate on that Interest Determination Date for U.S. dollar federal funds, as published in H.15(519) under the heading “Federal Funds (Effective)” and displayed on Reuters, or any successor service, on page FEDFUNDS1 or any other page as may replace the specified page on that service (“**Reuters Page FEDFUNDS1**”), or if such rate is not published in H.15(519) by 3:00 P.M., New York City time, on the

related calculation date or does not appear on Reuters Page FEDFUNDS1, the federal funds rate will be the rate on that Interest Determination Date, as published in H.15 Daily Update, or any other recognized electronic source for the purposes of displaying the applicable rate, under the caption “Federal Funds (Effective).” If the alternate rate described in the preceding sentence is not published in H.15 Daily Update, or other recognized electronic source for the purpose of displaying the applicable rate, by 3:00 P.M., New York City time, on the related calculation date, then the Calculation Agent will determine the federal funds rate to be the average of the rates for the last transaction in overnight U.S. dollar federal funds, quoted prior to 9:00 A.M., New York City time, on the business day following that Interest Determination Date, by each of three leading brokers of U.S. dollar federal funds transactions in New York City, selected by the Calculation Agent, after consultation with the Issuer; provided, however, if fewer than three brokers selected by the Calculation Agent are quoting as described above, the federal funds rate will be the federal funds rate then in effect on that Interest Determination Date.

- if “**Federal Funds Open Rate**” is specified in the Pricing Supplement, the federal funds rate will be the rate on that Interest Determination Date for U.S. dollar federal funds transactions among member of the U.S. Federal Reserve System arranged by federal funds brokers on such day, under the heading “Federal Funds” for the applicable Index Maturity and opposite the caption “Open” and displayed on Reuters, or any successor service, on page 5 or any other page as may replace the specified page on that service (“**Reuters Page 5**”), or if such rate does not appear on Reuters Page 5 by 3:00 P.M., New York City time, on the related calculation date, the federal funds rate will be the rate on that Interest Determination Date displayed on FFPREBON Index page on Bloomberg L.P. (“**Bloomberg**”), which is the Fed Funds Opening Rate as reported by Prebon Yamane (or a successor) on Bloomberg. If the alternate rate described in the preceding sentence is not displayed on FFPREBON Index page on Bloomberg, or any other recognized electronic source for the purpose of displaying the applicable rate, by 3:00 P.M., New York City time, on the related calculation date, then the Calculation Agent will determine the federal funds rate to be the average of the rates for the last transaction in overnight U.S. dollar federal funds, quoted prior to 9:00 A.M., New York City time, on that Interest Determination Date, by each of three leading brokers of U.S. dollar federal funds transactions in New York City, selected by the Calculation Agent, after consultation with the Issuer; provided, however, if fewer than three brokers selected by the Calculation Agent are quoting as described above, the federal funds rate will be the federal funds rate then in effect on that Interest Determination Date.
- if “**Federal Funds Target Rate**” is specified in the Pricing Supplement, the federal funds rate will be the rate on that Interest Determination Date for U.S. dollar federal funds displayed on the FDTR Index page on Bloomberg. If such rate does not appear on the FDTR Index page on Bloomberg by 3:00 P.M., New York City time, on the calculation date, the federal funds rate for such Interest Determination Date will be the rate for that day appearing on Reuters, or any successor service, on page USFFTARGET= or any other page as may replace the specified page on that service (“**Reuters Page USFFTARGET=**”). If such rate does not appear on the FDTR Index page on Bloomberg or is not displayed on Reuters Page USFFTARGET= by 3:00 P.M., New York City time, on the related calculation date, then the Calculation Agent will

determine the federal funds rate to be the average of the rates for the last transaction in overnight U.S. dollar federal funds, quoted prior to 9:00 A.M., New York City time, on that Interest Determination Date, by each of three leading brokers of U.S. dollar federal funds transactions in New York City, selected by the Calculation Agent, after consultation with the Issuer; provided, however, if fewer than three brokers selected by the Calculation Agent are quoting as described above, the federal funds rate will be the federal funds rate then in effect on that Interest Determination Date.

Determination of Prime Rate. The “prime rate” for any Interest Determination Date is the prime rate or base lending rate on that date, as published in H.15(519) prior to 3:00 P.M., New York City time, on the related calculation date, under the caption “Bank Prime Loan.”

The following procedures will be followed if the prime rate cannot be determined as described above:

- If the rate is not published in H.15(519) by 3:00 P.M., New York City time, on the related calculation date, then the prime rate will be the rate as published in H.15 Daily Update, or any other recognized electronic source used for the purpose of displaying the applicable rate, under the caption “Bank Prime Loan.”
- If the alternative rate described above is not published in H.15 Daily Update or another recognized electronic source by 3:00 P.M., New York City time, on the related calculation date, then the Calculation Agent will determine the prime rate to be the arithmetic mean of the rates of interest publicly announced by each bank that appears on the Reuters screen US PRIME 1, as defined below, as that bank’s prime rate or base lending rate as in effect as of 11:00 A.M., New York City time, on that Interest Determination Date.
- If fewer than four rates appear on the Reuters screen US PRIME 1 for that Interest Determination Date, by 3:00 P.M., New York City time, then the Calculation Agent will determine the prime rate to be the average of the prime rates or base lending rates furnished in New York City by three substitute banks or trust companies (all organized under the laws of the United States or any of its states and having total equity capital of at least U.S.\$500,000,000) selected by the Calculation Agent, after consultation with the Issuer.
- If the banks selected by the Calculation Agent are not quoting as described above, the prime rate will remain the prime rate then in effect on the Interest Determination Date.

“**Reuters screen US PRIME 1**” means the display designated as page “US PRIME 1” on the Reuters Monitor Money Rates Service (or any other page as may replace the US PRIME 1 page on that service for the purpose of displaying prime rates or base lending rates of major U.S. banks).

(c) Floating Rate/Fixed Rate Notes. If this Note is designated as a “Floating Rate/Fixed Rate Note” on the face hereof, this Note may bear interest at a fixed rate for a specified period and at a floating rate for a specified period, in each case calculated as set forth in (a) and (b) above, as applicable, and in the Pricing Supplement.

SECTION 3. Amortizing Notes. If this Note is designated as an “Amortizing Note” on the face hereof, the Issuer will make payments combining principal and interest on the dates and in the amounts set forth in the table included in the Pricing Supplement. If this Note is an Amortizing

Note, payments made hereon will be applied first to interest due and payable on each such payment date and then to the reduction of the Outstanding Face Amount. The term "Outstanding Face Amount" means, at any time, the amount of unpaid principal hereof at such time.

SECTION 4. *Optional Redemption.* If so specified in the Pricing Supplement, this Note may be redeemed at the option of the Issuer on any Interest Payment Date (unless otherwise specified in the Pricing Supplement) on and after the Initial Redemption Date, if any, specified in the Pricing Supplement (each, a "Redemption Date"). **IF NO INITIAL REDEMPTION DATE IS SET FORTH IN THE PRICING SUPPLEMENT, THIS NOTE MAY NOT BE REDEEMED AT THE OPTION OF THE ISSUER PRIOR TO THE STATED MATURITY DATE, EXCEPT AS PROVIDED BELOW IN THE EVENT THAT ANY ADDITIONAL AMOUNTS (AS DEFINED BELOW) ARE REQUIRED TO BE PAID BY THE ISSUER WITH RESPECT TO THIS NOTE.** If so specified in the Pricing Supplement, on and after the Initial Redemption Date, if any, this Note may be redeemed at any time in whole or from time to time in part at the option of the Issuer at the Redemption Price (as defined below), together with accrued and unpaid interest hereon payable at the applicable rate or rates borne by this Note to, but excluding, the Redemption Date, on notice given in accordance with the Indenture not less than 10 Business Days nor more than 60 calendar days (unless otherwise specified in the Pricing Supplement) prior to the Redemption Date. The notice will take the form of a certificate signed by the Issuer specifying:

- the date fixed for redemption;
- the redemption price;
- the securities identification number(s) of the Notes to be redeemed;
- the amount to be redeemed, if less than all of the series of Notes is to be redeemed;
- the place of payment for the Notes to be redeemed; and
- that on and after the date fixed for redemption, interest will cease to accrue on the Notes to be redeemed.

So long as a depository is the record holder of this Note, the Issuer will deliver any redemption notice only to that depository.

In the event of redemption of this Note in part only, the unredeemed portion hereof shall be at least the minimum authorized denomination (the "Authorized Denomination") specified in the Pricing Supplement, or if no such Authorized Denomination is so specified, U.S. \$1,000 or its equivalent in the Specified Currency. In the event of redemption of this Note in part only, a new Note for the unredeemed portion hereof shall be issued in the name of the registered holder hereof upon the surrender of this Note or, where applicable, an appropriate notation will be made on Schedule 1 attached hereto. Unless otherwise specified above, if less than all of the Notes with like tenor and terms are to be redeemed, the Trustee shall select, pro rata or by lot or in such other manner as the Trustee shall deem fair and appropriate, the Notes to be redeemed. If this Note is redeemable at the option of the Issuer, then if so specified in the Pricing Supplement, the "Redemption Price" initially shall be the Initial Redemption Percentage specified in the Pricing Supplement of the principal amount of this Note to be redeemed, which shall be 100% of the principal amount of the Note to be redeemed, unless otherwise specified in the Pricing Supplement.

From and after any Redemption Date, if monies for the redemption of this Note (or portion hereof) shall have been made available for redemption on such Redemption Date, this Note (or such portion hereof) shall cease to bear interest and the holder's only right with respect to this Note (or such portion hereof) shall be to receive payment of the principal amount of the Note being redeemed (or, if this is an Original Issue Discount Note as specified in the Pricing Supplement, the amortized face amount hereof) and, if appropriate, all unpaid interest accrued to such redemption date.

SECTION 5. *Optional Repayment.* If so specified in the Pricing Supplement, this Note will be repayable prior to the Stated Maturity Date at the option of the registered holder on the Optional Repayment Date(s), if any, specified in the Pricing Supplement. **IF NO OPTIONAL REPAYMENT DATES ARE SET FORTH IN THE PRICING SUPPLEMENT, THIS NOTE MAY NOT BE SO REPAID AT THE OPTION OF THE HOLDER HEREOF PRIOR TO THE STATED MATURITY DATE.** Unless otherwise specified in the Pricing Supplement, on any Optional Repayment Date, this Note shall be repayable in whole or in part at the option of the holder hereof at a repayment price equal to 100% of the principal amount to be repaid, together with accrued and unpaid interest hereon payable at the applicable rate or rates borne by this Note to, but excluding, the date of repayment; provided, however, that, in the event of repayment of this Note in part only, the unrepaid portion hereof shall be at least the minimum Authorized Denomination specified in the Pricing Supplement, or if no such Authorized Denomination is so specified, U.S. \$1,000 or its equivalent in the Specified Currency. For this Note to be repaid in whole or in part at the option of the holder hereof on any Optional Repayment Date, this Note must be received, with the form attached hereto entitled "Option to Elect Repayment" duly completed, by the applicable Paying Agent (as appropriate in accordance with such attached form), at the applicable address set forth on such form or at such other address which the Issuer shall from time to time notify the holders of the Notes not less than 30 nor more than 60 calendar days prior to such holder's Optional Repayment Date. In the event of repayment of this Note in part only, a new Note for the unrepaid portion hereof shall be issued in the name of the registered holder hereof upon the surrender hereof or, where applicable, an appropriate notation will be made on Schedule 1 attached hereto. Exercise of such repayment option by the holder hereof shall be irrevocable.

From and after any Optional Repayment Date, if monies for the repayment of this Note (or portion hereof) shall have been made available for repayment on such Optional Repayment Date, this Note (or such portion hereof) shall cease to bear interest and the holder's only right with respect to this Note (or such portion hereof) shall be to receive payment of the principal amount of the Note being repaid (or, if this is an Original Issue Discount Note as specified in the Pricing Supplement, the amortized face amount hereof) and, if appropriate, all unpaid interest accrued to such Optional Repayment Date.

SECTION 6. *Additional Amounts.* All payments of principal, premium, if any, and interest with respect to this Note will be made without withholding or deduction at source for, or on account of, any present or future taxes, fees, duties, assessments, or governmental charges of whatever nature imposed or levied by the United States or any political subdivision or taxing authority thereof or therein, except to the extent such withholding or deduction is required by (a) the laws (or any regulations or rulings promulgated thereunder) of the United States or any political subdivision or taxing authority thereof or therein or (b) an official position regarding the application, administration, interpretation, or enforcement of any such laws, regulations, or rulings (including,

without limitation, a holding by a court of competent jurisdiction or by a taxing authority in the United States or any political subdivision thereof). If so specified in the Pricing Supplement, if a withholding or deduction at source is required, the Issuer will, subject to the exceptions and limitations set forth below, pay to the beneficial owner of this Note that is a “non-U.S. person” (as defined below) additional amounts (“**Additional Amounts**”) to ensure that every net payment on this Note will not be less, due to the payment of U.S. withholding tax, than the amount then otherwise due and payable. For this purpose, a “**net payment**” on this Note means a payment by the Issuer or any Paying Agent, including payment of principal and interest, after deduction for any present or future tax, assessment, or other governmental charge of the United States (other than a territory or possession). These Additional Amounts will constitute additional interest on this Note. For this purpose, “**U.S. withholding tax**” means a withholding tax of the United States, other than a territory or possession.

However, notwithstanding the Issuer’s obligation, if so specified in the Pricing Supplement, to pay Additional Amounts, the Issuer will not be required to pay Additional Amounts in any of the circumstances described in items (1) through (13) below, unless otherwise specified in the Pricing Supplement.

(1) Additional Amounts will not be payable if a payment on this Note is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld solely by reason of the beneficial owner of this Note:

- having a relationship with the United States as a citizen, resident, or otherwise;
- having had such a relationship in the past; or
- being considered as having had such a relationship.

(2) Additional Amounts will not be payable if a payment on this Note is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld solely by reason of the beneficial owner of this Note:

- being treated as present in or engaged in a trade or business in the United States;
- being treated as having been present in or engaged in a trade or business in the United States in the past;
- having or having had a permanent establishment in the United States; or
- having or having had a qualified business unit which has the U.S. dollar as its functional currency.

(3) Additional Amounts will not be payable if a payment on this Note is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld solely by reason of the beneficial owner of this Note being or having been a:

- personal holding company;
- foreign personal holding company;
- private foundation or other tax-exempt organization;

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- passive foreign investment company;
 - controlled foreign corporation; or
 - corporation which has accumulated earnings to avoid U.S. federal income tax.

(4) Additional Amounts will not be payable if a payment on this Note is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld solely by reason of the beneficial owner of this Note owning or having owned, actually or constructively, 10% or more of the total combined voting power of all classes of the Issuer's stock entitled to vote.

(5) Additional Amounts will not be payable if a payment on this Note is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld solely by reason of the beneficial owner of this Note being a bank extending credit under a loan agreement entered into in the ordinary course of business.

For purposes of items (1) through (5) above, "**beneficial owner**" includes, without limitation, a holder and a fiduciary, settlor, partner, member, shareholder, or beneficiary of the holder if the holder is an estate, trust, partnership, limited liability company, corporation, or other entity, or a person holding a power over an estate or trust administered by a fiduciary holder.

(6) Additional Amounts will not be payable to any beneficial owner of this Note that is:

- a fiduciary;
- a partnership;
- a limited liability company;
- another fiscally transparent entity; or
- not the sole beneficial owner of this Note or any portion of this Note.

However, this exception to the obligation to pay Additional Amounts will apply only to the extent that a beneficiary or settlor in relation to the fiduciary, or a beneficial owner, partner, or member of the partnership, limited liability company, or other fiscally transparent entity, would not have been entitled to the payment of an additional amount had the beneficiary, settlor, beneficial owner, partner, or member received directly its beneficial or distributive share of the payment.

(7) Additional Amounts will not be payable if a payment on this Note is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld solely by reason of the failure of the beneficial owner of this Note or any other person to comply with applicable certification, identification, documentation, or other information reporting requirements. This exception to the obligation to pay Additional Amounts will apply only if compliance with such requirements is required as a precondition to exemption from such tax, assessment, or other governmental charge by statute or regulation of the United States or by an applicable income tax treaty to which the United States is a party.

(8) Additional Amounts will not be payable if a payment on this Note is reduced as a result of any tax, assessment, or other governmental charge that is collected or imposed by any method other than by withholding from a payment on this Note by the Issuer or any Paying Agent.

(9) Additional Amounts will not be payable if a payment on this Note is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld by reason of a change in law, regulation, or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later.

(10) Additional Amounts will not be payable if a payment on this Note is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld by reason of the presentation by the beneficial owner of this Note for payment more than 30 days after the date on which such payment becomes due or is duly provided for, whichever occurs later.

(11) Additional Amounts will not be payable if a payment on this Note is reduced as a result of any:

- estate tax;
- inheritance tax;
- gift tax;
- sales tax;
- excise tax;
- transfer tax;
- wealth tax;
- personal property tax; or
- any similar tax, assessment, or other governmental charge.

(12) Additional Amounts will not be payable if a payment on this Note is reduced as a result of any tax, assessment, or other governmental charge required to be withheld by any Paying Agent from a payment of principal or interest on the this Note if such payment can be made without such withholding by any other Paying Agent.

(13) Additional Amounts will not be payable if a payment on this Note is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld by reason of the application of Section 1471 (or any successor provision) or Section 1472 (or any successor provision) of the U.S. Internal Revenue Code of 1986, as amended, or any related administrative regulation or pronouncement.

(14) Additional Amounts will not be payable if a payment on this Note is reduced as a result of any tax, assessment, or other governmental charge that is imposed or withheld by reason of the payment being treated as a dividend or dividend equivalent for U.S. tax purposes.

(15) Additional Amounts will not be payable if a payment on this Note is reduced as a result of any combination of items (1) through (14) above.

Except as specifically provided in this section or in the Pricing Supplement, the Issuer will not be required to make any payment of any tax, assessment, or other governmental charge with respect to this Note imposed by any government, political subdivision, or taxing authority of that government.

For purposes of determining whether the payment of Additional Amounts is required, the term “**U.S. person**” means any individual who is a citizen or resident of the United States; any corporation, partnership, or other entity created or organized in or under the laws of the United States; any estate if the income of such estate falls within the federal income tax jurisdiction of the United States regardless of the source of that income; and any trust if a U.S. court is able to exercise primary supervision over its administration and one or more U.S. persons have the authority to control all of the substantial decisions of the trust. Additionally, for this purpose, “**non-U.S. person**” means a person who is not a U.S. person, and “**United States**” means the United States of America, including each state of the United States and the District of Columbia, its territories, its possessions, and other areas within its jurisdiction.

SECTION 7. Redemption for Tax Reasons. If so specified in the Pricing Supplement, the Issuer may redeem this Note in whole, but not in part, at any time (in the case of Notes other than Floating Rate Notes) or on any Interest Payment Date (in the case of Floating Rate Notes), after giving not less than 30 nor more than 60 calendar days’ notice to the applicable Paying Agent and to the registered holder of this Note, if the Issuer has or will become obligated to pay Additional Amounts, as described above, as a result of any change in, or amendment to, the laws or regulations of the United States or any political subdivision or any authority of the United States having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date of the Pricing Supplement, and the Issuer cannot avoid such obligation by taking reasonable measures available to it.

Before the Issuer delivers or publishes any notice of redemption for tax reasons, it will deliver to the Trustee and any other applicable Paying Agent an officers’ certificate complying with the applicable provisions of the Indenture.

Unless otherwise specified in the Pricing Supplement, any Note redeemed for tax reasons will be redeemed at 100% of its principal amount (or, in the case of an Original Issue Discount Note, the amortized face amount hereof determined as of the date of redemption), together with any interest accrued up to, but excluding, the redemption date.

From and after any redemption date, if monies for the redemption of this Note shall have been made available for redemption on such redemption date, this Note shall cease to bear interest and the holder’s only right with respect to this Note shall be to receive payment of the principal amount of the Note (or, if this is an Original Issue Discount Note as specified in the Pricing Supplement, the amortized face amount hereof) and, if appropriate, all unpaid interest accrued to such redemption date.

SECTION 8. *Modification and Waivers.* The Indenture permits, with certain exceptions as therein provided, the amendment of the Indenture and the modification of the rights and obligations of the Issuer and the rights of the holders of the Notes under the Indenture at any time by the Issuer with the consent of the holders of not less than 66 2/3% in aggregate principal amount of the series of Notes of which this Note is a part then outstanding and all other Securities (as defined in the Indenture) then outstanding under the Indenture and affected by such amendment and modification. The Indenture also contains provisions permitting the holders of a majority in aggregate principal amount of the series of Notes of which this Note is a part then outstanding and all other Securities then outstanding under the Indenture and affected thereby, on behalf of the holders of all such Securities, to waive compliance by the Issuer with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the holder of this Note shall be conclusive and binding upon such holder and upon all future holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof whether or not notation of such consent or waiver is made upon this Note. The determination of whether particular Securities are "outstanding" will be made in accordance with the Indenture.

Any action by the holder of this Note shall bind all future holders of this Note, and of any Note issued in exchange or substitution hereof or in place hereof, in respect of anything done or permitted by the Issuer or by the Trustee in pursuance of such action.

New Notes authenticated and delivered after the execution of any agreement modifying, amending or supplementing this Note may bear a notation in a form approved by the Issuer as to any matter provided for in such modification, amendment or supplement to the Indenture or the Notes. New Notes so modified as to conform, in the opinion of the Issuer, to any provisions contained in any such modification, amendment or supplement may be prepared by the Issuer, authenticated by the Trustee and delivered in exchange for this Note.

SECTION 9. *Obligations Unconditional.* No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal, premium, if any, and interest on this Note at the times, place and rate, and in the coin or currency, herein prescribed.

SECTION 10. *Successor to Issuer.* The Issuer may not consolidate or merge with or into any other person, or convey, transfer or lease its properties and assets substantially as an entirety to any person, unless (a) the resulting or acquiring entity, if other than the Issuer, is organized and validly existing under the laws of the United States, any state thereof or the District of Columbia, and shall expressly assume all the Issuer's obligations under the Indenture; and (b) immediately after giving effect to such transaction, the Issuer (or any resulting or acquiring entity, if other than the Issuer) is not in default in the performance of any covenant or condition under the Indenture.

Upon consolidation, merger, sale or transfer as described above, the resulting or acquiring entity shall be substituted for the Issuer in the Indenture with the same effect as if it had been an original party to the Indenture, and the successor entity may exercise the Issuer's right and powers under the Indenture.

SECTION 11. *Authorized Denominations.* This Note, and any Note issued in exchange or substitution herefor or in place hereof, or upon registration of transfer, exchange or partial redemption or repayment of this Note, may be issued only in an Authorized Denomination as specified in the Pricing Supplement, or if no Authorized Denomination is so specified, in minimum denominations of U.S.\$1,000 and any integral multiple of U.S.\$1,000 in excess thereof (or equivalent denominations in other currencies, subject to any other statutory or regulatory minimums).

SECTION 12. *Registration of Transfer.* As provided in the Indenture and subject to certain limitations as therein set forth, the transfer of this Note is registrable in the register maintained by the Security Registrar, upon surrender of this Note for registration of transfer at the office or agency of the Issuer designated by it pursuant to the Indenture, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Trustee or the Security Registrar requiring such written instrument of transfer duly executed by, the registered holder hereof or his attorney duly authorized in writing, and thereupon one or more new Notes of this series, of Authorized Denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

This Note may be exchanged in whole, but not in part, for security-printed definitive Notes, only under the circumstances described in the Indenture and (a) if this Note is a global note clearing initially through The Depository Trust Company ("DTC"), DTC notifies the Issuer that it is unwilling or unable to continue as depository for the DTC global note or DTC ceases to be a clearing agency registered under the United States Securities Exchange Act of 1934, as amended, if so required by applicable law or regulation, and, in either case, a successor depository is not appointed by the Issuer within 90 days after receiving such notice or becoming aware that DTC is no longer so registered; or (b) in the case of any other registered global note, if the Issuer is notified that any clearing system through which this Note is cleared and settled has been closed for business for a continuous period of 14 days (other than by reason of holidays, whether statutory or otherwise) after the original issuance of the relevant notes or has announced an intention to cease business permanently or has in fact done so and no alternative clearance system approved by the applicable noteholders is available; or (c) the Issuer, in its sole discretion, elects to issue definitive registered notes; or (d) after the occurrence of an Event of Default with respect to this Note, beneficial owners representing a majority in principal amount of the Notes represented by this Note advise the relevant clearing system through its participants to cease acting as a depository for this Note.

In any such instance, an owner of a beneficial interest in this Note will be entitled to physical delivery in definitive form of Notes equal in principal amount to such beneficial interest and to have such Notes registered in its name. Unless otherwise set forth above, Notes so issued in definitive form will be issued in Authorized Denominations only and will be issued in registered form only, without coupons.

Subject to the terms of the Indenture, if the Notes are held in definitive form, a holder may exchange its Notes for other Notes of the same series in an equal aggregate principal amount and in Authorized Denominations.

Notes in definitive form may be presented for registration of transfer at the office of the Security Registrar or at the office of any transfer agent that the Issuer may designate and maintain.

The Security Registrar or the transfer agent will make the transfer or registration only if it is satisfied with the documents of title and identity of the person making the request. The Issuer may change the Security Registrar or the transfer agent or approve a change in the location through which the Security Registrar or transfer agent acts at any time, except that the Issuer will be required to maintain a security registrar and transfer agent in each place of payment for the Notes of this series. At any time, the Issuer may designate additional transfer agents for the Notes of this series.

The Issuer will not be required to (a) issue, exchange, or register the transfer of this Note if it has exercised its right to redeem the Notes of the series of which this Note is a part for a period of 15 calendar days before the redemption date, or (b) exchange or register the transfer of any Notes of the series of which this Note is a part that were selected, called, or are being called for redemption, except the unredeemed portion of the Notes of the series of which this Note is a part, if being redeemed in part.

No service charge shall be made for any such registration of transfer or exchange, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Note for registration of transfer, the Issuer, the Trustee, and any agent of the Issuer or the Trustee may treat the person in whose name this Note is registered as the owner hereof for all purposes, whether not this Note be overdue, and neither the Issuer, the Trustee, nor any such agent shall be affected by notice to the contrary, except as required by applicable law.

[The Notes represented by this global certificate are being issued by means of a book-entry system with no physical distribution of certificates to be made except as provided in the Indenture. The book-entry system maintained by Euroclear Bank S.A./N.V., as operator of the Euroclear system ("Euroclear"), and/or Clearstream Banking, société anonyme, Luxembourg ("Clearstream, Luxembourg"), will evidence ownership of the Notes represented by this global certificate, with transfers of ownership effected on the records of Euroclear and Clearstream, Luxembourg and their participants pursuant to rules and procedures established by Euroclear and Clearstream, Luxembourg and their participants. So long as this Note is registered in the name of the Common Depository or its nominee, the Issuer will recognize Euroclear and Clearstream, Luxembourg, as the depositories of the Notes represented hereby, as the owner of the Notes represented by this global certificate for all purposes, including payment of principal, premium (if any) and interest, notices, and voting.

Transfers of the Notes represented by this global certificate will be effected through the facilities of Euroclear and Clearstream, Luxembourg, in accordance with the rules and procedures established by those depositories. The Issuer has no responsibility for any aspect of the records kept by Euroclear and Clearstream, Luxembourg or any of their direct or indirect participants. The Issuer does not supervise these systems in any way.]⁴

⁴ These two paragraphs should be deleted if the Note is a DTC Note.

SECTION 13. *Events of Default.* If an Event of Default (defined in the Indenture as certain events involving the bankruptcy of the Issuer) shall occur with respect to this Note, the principal of this Note may be declared due and payable in the manner and with the effect provided in the Indenture. THERE IS NO RIGHT OF ACCELERATION PROVIDED IN THE INDENTURE IN CASE OF A DEFAULT IN THE PAYMENT OF INTEREST ON THIS NOTE OR THE PERFORMANCE OF ANY OTHER COVENANT BY THE CORPORATION.

SECTION 14. *Defeasance.* Unless otherwise specified in the Pricing Supplement, the provisions of Article Fourteen of the Indenture do not apply to this Note.

SECTION 15. *Subordination.* The indebtedness of the Issuer evidenced by this Note, including the principal, premium (if any), interest, or other amounts payable (if any), shall be, to the extent set forth in the Indenture, subordinate and junior in right of payment to its obligation to holders of Senior Indebtedness (as defined in the Indenture), and each holder of this Note, by the acceptance hereof, agrees to and shall be bound by such provisions of the Indenture.

SECTION 16. *Specified Currency.* Unless otherwise provided herein or in the Pricing Supplement, the principal, premium, if any, and interest on this Note are payable in the Specified Currency indicated on the face hereof (or, if such Specified Currency is not at the time of such payment legal tender for the payment of public and private debts, in (a) such other coin or currency of the country that issued such Specified Currency or (b) (if such Specified Currency is the euro) the successor currency under applicable law, in each case as at the time of such payment is legal tender for the payment of debts).

In the event the Specified Currency indicated on the face hereof has been replaced by another currency (a "Replacement Currency"), any amount due pursuant to this Note may be repaid, at the option of the Issuer, in the Replacement Currency or in U.S. dollars, at a rate of exchange which takes into account the conversion, at the rate prevailing on the most recent date on which official conversion rates were quoted or set by the national government or other authority responsible for issuing the Replacement Currency, from the Specified Currency to the Replacement Currency and, if necessary, the conversion of the Replacement Currency into U.S. dollars at the rate prevailing on the date of such conversion. Notwithstanding the foregoing, if this Note originally was issued in a domestic currency of a state that is or subsequently becomes a Member State of the European Union, then this Note may be redenominated in euro, if subsequent to the issuance of this Note, such state participates in the European monetary union. This Note may be redenominated as a matter of law whether or not the Pricing Supplement provides for redenomination.

If the Specified Currency indicated on the face hereof is other than U.S. dollars (referred to in this Section 16 as a "Foreign Currency"), the Issuer generally will pay principal, premium (if any), interest and other amounts payable (if any) in the Foreign Currency. Holders of beneficial interests in this Note through a participant in DTC (other than Euroclear or Clearstream, Luxembourg) will receive payments in U.S. dollars, regardless of the Foreign Currency, unless those holders elect to receive payments on this Note in the Foreign Currency, which election shall be made pursuant to procedures and arrangements in place between DTC and its participants. DTC shall notify the Trustee of any such election in accordance with arrangements in place between DTC and the Trustee.

If holders of beneficial interests in this Note do not elect to receive payments in the Foreign Currency, the Trustee or an affiliate or other agent of the Trustee performing currency exchange transactions and procedures on its behalf (collectively referred to herein as the "Exchange Agent") will convert any payments due to those holders of beneficial interests in this Note into U.S. dollars. The U.S. dollar amount of any such payment shall be the amount of the Foreign Currency otherwise payable converted into U.S. dollars at the applicable exchange rate, determined as described below. All costs of those conversions will be shared pro rata among the holders of beneficial interests not electing to receive payments in the Foreign Currency in proportion to their respective holdings by deduction from the applicable payments.

The conversion described above will be made by the Exchange Agent using the exchange rate for the Foreign Currency into U.S. dollars prevailing as of 11:00 a.m. (New York City time) on the second Business Day (in Charlotte, North Carolina and New York City) prior to the relevant payment date. If the applicable exchange rate quotation is unavailable from the entity or source ordinarily used by the Exchange Agent in the normal course of business, the Exchange Agent will obtain a quotation from a leading foreign exchange bank in New York City, which may be an affiliate of the Trustee or another entity selected by the Trustee for that purpose after consultation with the Issuer. If no quotation is available from a leading foreign exchange bank, payment will be made in the applicable Foreign Currency to the account or accounts specified by DTC to the Trustee, unless the applicable Foreign Currency is unavailable as described below.

If the Issuer determines that a payment hereon cannot be made in the Foreign Currency, due to the imposition of exchange controls or other circumstances beyond the Issuer's control, or the Foreign Currency is unavailable because that currency is no longer used by the government of the relevant country or for the settlement of transactions by public institutions of or within the international banking community, such payment will be made in U.S. dollars. The Trustee and/or the London Paying Agent, on receipt of the Issuer's written instructions and at the Issuer's expense, will give prompt notice to the beneficial holders of this Note if such determination is made. The U.S. dollar amount of any payment described in this paragraph shall be the amount of the Foreign Currency otherwise payable converted into U.S. dollars using the most recently available market exchange rate for the applicable Foreign Currency.

Any payment made under such circumstances in U.S. dollars, where the payment is required to be made in the Foreign Currency, will not constitute an "Event of Default" with respect to this Note.

SECTION 17. *Original Issue Discount Note.* If this Note is identified as an Original Issue Discount Note in the Pricing Supplement, then unless otherwise specified therein, the amount payable to the holder of this Note in the event of redemption, repayment or acceleration of Maturity will be the Amortized Face Amount of this Note (as defined below) as of the date of such event. The "Amortized Face Amount" shall be the amount equal to (a) the Issue Price (as set forth in the Pricing Supplement) plus (b) the original issue discount amortized from the Original Issue Date to the date as of which the Amortized Face Amount is calculated, as specified in the Pricing Supplement.

SECTION 18. *Dual Currency Note.* If this Note is identified as a Dual Currency Note in the Pricing Supplement, the Issuer has the option of making each scheduled payment of principal and interest, if any, due on this Note either in the Specified Currency designated on the face hereof or in

the optional payment currency specified in the Pricing Supplement. If the Issuer elects to make a payment in the optional payment currency, the amount payable in such optional payment currency shall be determined using the exchange rate specified in the Pricing Supplement, on the terms specified in the Pricing Supplement.

SECTION 19. *Mutilated, Defaced, Destroyed, Lost or Stolen Notes.* In case this Note shall at any time become mutilated, defaced, destroyed, lost or stolen, and this Note or evidence of the loss, theft or destruction hereof satisfactory to the Issuer and the Security Registrar and such other documents or proof as may be required by the Issuer and the Security Registrar shall be delivered to the Security Registrar, the Security Registrar shall issue a new Note of like tenor and principal amount, having a serial number not contemporaneously outstanding, in exchange and substitution for the mutilated or defaced Note or in lieu of the Note destroyed, lost or stolen but, in the case of any destroyed, lost or stolen Note, only upon receipt of evidence satisfactory to the Issuer and the Security Registrar that this Note was destroyed, stolen or lost, and, if required, upon receipt of indemnity satisfactory to the Issuer and the Security Registrar. Upon the issuance of any substituted Note, the Issuer may require the payment of a sum sufficient to cover all expenses and reasonable charges connected with the preparation and delivery of a new Note. If any Note which has matured or has been redeemed or repaid or is about to mature or to be redeemed or repaid shall become mutilated, defaced, destroyed, lost or stolen, the Issuer may, instead of issuing a substitute Note, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated or defaced Note) upon compliance by the holder with the provisions of this paragraph.

SECTION 20. *Miscellaneous.* No recourse shall be had for the payment of principal of (and premium, if any) or interest on, this Note for any claim based hereon, or otherwise in respect hereof, against any shareholder, employee, agent, officer or director, as such, past, present or future, of the Issuer or of any successor organization, either directly or through the Issuer or any successor organization, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

SECTION 21. *Defined Terms.* All terms used in this Note which are defined in the Indenture or the Prospectus and are not otherwise defined in this Note shall have the meanings assigned to them in the Indenture or the Prospectus, as applicable.

Unless specified otherwise in the Pricing Supplement, “Business Day” means, a day that meets all the following requirements:

(a) for all Notes, is any weekday that is not a legal holiday in New York City or Charlotte, North Carolina, or any other place of payment of the applicable Note, and is not a date on which banking institutions in those cities are authorized or required by law or regulation to be closed;

(b) for any Note where the base rate is LIBOR, also is a day on which commercial banks are open for business (including dealings in the Index Currency specified in the Pricing Supplement) in London, England;

(c) for any Note denominated in euro or any Note where the base rate is EURIBOR, also is a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer System or any successor is operating (a “Target Settlement Date”); and

(d) for any Note that has a Specified Currency other than U.S. dollars or euro, also is not a day on which banking institutions generally are authorized or obligated by law, regulation, or executive order to close in the Principal Financial Center of the country of the Specified Currency.

Unless specified otherwise in the Pricing Supplement, “Principal Financial Center” means (i) the capital city of the country issuing the Specified Currency, except that with respect to U.S. Dollars, Australian dollars, Canadian dollars, South African rand and Swiss francs, the “Principal Financial Center” shall be New York City, Sydney and Melbourne, Toronto, Johannesburg, and Zurich, respectively; and (ii) the capital city of the country to which the Index Currency relates, except that with respect to U.S. Dollars, Australian dollars, Canadian dollars, South African rand and Swiss francs, the “Principal Financial Center” shall be New York City, Sydney, Toronto, Johannesburg and Zurich, respectively.

SECTION 21. *GOVERNING LAW.* THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, NOTWITHSTANDING ANY OTHERWISE APPLICABLE CONFLICTS OF LAWS PROVISIONS AND ALL APPLICABLE UNITED STATES FEDERAL LAWS AND REGULATIONS.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations:

- TEN COM — as tenants in common
- TEN ENT — as tenants by the entireties
- JT TEN — as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT — _____ as Custodian for _____
 (Cust) Under Uniform Gifts to Minors Act (Minor)

 (State)

Additional abbreviations may also be used though not in the above list.

 FOR VALUE RECEIVED, the undersigned hereby
 sell(s), assign(s) and transfer(s) unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
 IDENTIFYING NUMBER OF ASSIGNEE

_____/_____/_____

 Please print or type name and address, including zip code of assignee

 the within Note of BANK OF AMERICA CORPORATION and all rights thereunder and does hereby irrevocably constitute and appoint

 Attorney

to transfer the said Note on the books of the within-named Issuer, with full power of substitution in the premises

Dated: _____

SIGNATURE GUARANTEED: _____

 NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of this Note

Schedule 1

SCHEDULE OF TRANSFERS, EXCHANGES AND EXTENSIONS

The following increases and decreases in the principal amount of this Note have been made:

Date of Transfer, Redemption, Repayment or Extension, as Applicable	Increase (Decrease) in Principal Amount of this Note Due to Transfer Among Global Notes or Redemption, Repayment or Non-Election of Extension of Maturity Date of a Portion of Global Note, as Applicable	Principal Amount of this Note After Transfer, Redemption, Repayment or Extension, as Applicable	Notation made by or on behalf of the Issuer

**[EXTENDIBLE NOTE RIDER FOR
EXTENSION OF MATURITY AT HOLDER'S OPTION]**

This Note is an Extendible Note, whereby the registered holder has the option to extend the Maturity Date of the principal amount of this Note held by such registered holder (whether in whole or in part) for one or more periods, as specified in the Pricing Supplement, up to but not beyond the Final Maturity Date specified in the Pricing Supplement, under the terms of this Note as supplemented by this Extendible Note Rider.

Unless otherwise specified in the Pricing Supplement, the following provisions will apply to this Note:

This Note will mature on _____, or if that day is not a Business Day, the immediately preceding Business Day, unless the Maturity Date of all or any portion of the principal amount of this Note is extended in accordance with the procedures described below. In no event will the Maturity Date of this Note be extended beyond the Final Maturity Date.

During the Election Notice Period (as defined below) for each Election Date (as defined below), the registered holder of this Note may elect to extend the Maturity Date of all or any portion of the principal amount of this Note. If the holder so elects to extend the Maturity Date of all or any portion of the principal amount of this Note, the Maturity Date of the principal amount for which the election has been made will be extended [to the _____ day of the _____ calendar month]⁵ following the applicable Election Date (each, an "Additional Maturity Date"), up to but not beyond the Final Maturity Date. [If that day is not a Business Day, the Maturity Date of the applicable principal amount will be extended to the immediately preceding Business Day.]⁶ The holder may elect to extend the Maturity Date of all or the applicable portion of the principal amount of this Note having a principal amount of at least [\$1,000] or any integral multiple of [\$1,000] in excess of [\$1,000], provided that the principal amount of any portion of this Note not so extended shall be at least [\$1,000].

[The "Election Dates" will be the _____ of each month from, and including, _____ to, and including, _____, whether or not such day is a Business Day.] To make an election effective on any Election Date, the registered holder of this Note must deliver (a) a notice of election during the Election Notice Period for that Election Date and, in the event of an election to extend the Maturity Date of only a portion of the principal amount of this Note, this Note, or (b) a facsimile transmission or a letter from a member of a national securities exchange or the Financial Industry Regulatory Authority, Inc. or a commercial bank or a trust company in the United States setting forth the name of the holder of this Note, the principal amount hereof, the certificate number of this Note or a description of this Note's tenor or terms, a statement that the option to elect extension of Maturity Date is being exercised thereby, the principal amount hereof with respect to which such option is being exercised and a guarantee that the notice of election form included below duly completed and, in the event of an election to extend the Maturity Date of only a portion

⁵ This form of rider contemplates the option to extend maturity of the notes on a monthly basis. If the applicable notes are not extendible monthly, this language will be modified to reflect semi-annual, quarterly or other periods for extension.

⁶ Modify as necessary for applicable business day convention.

of the principal amount of this Note, this Note, will be delivered to the [Trustee] [London Paying Agent] as required hereby. A form of notice of election to extend the Maturity Date is set forth below.

The "Election Notice Period" for each Election Date will begin on the _____ Business Day prior to the applicable Election Date, and will end at [12:00 noon, New York City time,] on that Election Date. However, if that Election Date is not a Business Day, the Election Notice Period will be extended to [12:00 noon, New York City time,] on the next following day that is a Business Day. The election notice must be delivered to the [Trustee] [London Paying Agent] no later than 12:00 noon, New York City time, on the last Business Day in the Election Notice Period. Upon delivery to the [Trustee] [London Paying Agent] of a notice of election to extend the Maturity Date of the Notes or any portion thereof during any Election Notice Period, that election will be revocable during each day of that Election Notice Period, until [12:00 noon, New York City time,] on the last Business Day in the applicable Election Notice Period, at which time the notice will become irrevocable.

If on any Election Date, the registered holder of this Note does not make a timely or proper election to extend the Maturity Date of all or any portion of the principal amount of this Note, the principal amount of this Note for which an election has not been made will become due and payable on the Initial Maturity Date, or the applicable Additional Maturity Date to which the Maturity of this Note has previously been extended, as applicable. The principal amount of this Note for which an election is not exercised will be represented by a non-extendible substitute note, [substantially in the form attached hereto as Annex A,]⁷ which will be completed by the [Trustee] [London Paying Agent] in consultation with the Issuer, and issued by the [Trustee] [London Paying Agent] in the name of the holder hereof on that Election Date in accordance with the terms of the Indenture, subject to the delivery of this Note to the [Trustee] [London Paying Agent]. In such a case, Schedule 1 hereto will be annotated as of that Election Date to reflect the corresponding decrease in the principal amount of this Note. The non-extendible substitute note so issued will have the same terms as this Note, except that such note:

- will not be extendible;
- will have a new CUSIP number [and ISIN and Common Code]; and
- will retain the then-current Maturity Date of this Note.

Interest on a non-extendible substitute note will accrue from, and including, the last Interest Payment Date on this Note as to which interest was duly paid or provided by the Issuer.

The failure to elect to extend the Maturity Date of all or any portion of this Note will be irrevocable, and will be binding upon any subsequent holder of this Note or any applicable replacement note. The holder of a non-extendible substitute note received as a consequence of the failure to make such an election may not elect to exchange that non-extendible substitute note for an interest in this Note. The Issuer and the [Trustee] [London Paying Agent] will deem this Note cancelled as to any portion of the principal amount hereof for which a duly completed form of

⁷ The form of non-extendible substitute note will be annexed to the global note at the time of issuance of notes extendible at the holder's option.

notice of election to extend the Maturity Date and, if applicable, this Note are not delivered to the [Trustee] [London Paying Agent] within the applicable Election Notice Period in accordance with the terms of this Note.

Form of Notice of Election to Extend Maturity Date

The undersigned hereby elects to extend the Maturity Date of the Bank of America Corporation [insert name of specific notes] (CUSIP Number [ISIN and Common Code]) (or the portion thereof specified below) with the effect provided in the Note by surrendering such Note to the [the Trustee at 101 Barclay Street, New York, New York, 10286] [the London Paying Agent at One Canada Square, London, E14 5AL,], or such other address of which the Issuer shall from time to time notify the registered holders of the Note, in the event of an election to extend the Maturity Date of only a portion of the principal amount of the Note, together with this form of "Notice of Election to Extend Maturity Date" duly completed by the holder.

If the option to extend the Maturity Date of less than the entire principal amount of the Note is elected, specify the portion of the Note (which shall be [U.S.\$1,000] or an integral multiple of [U.S.\$1,000] in excess thereof) as to which the holder elects to extend the Maturity Date: [U.S.\$] ; and specify the principal amount or amounts (which shall be [\$1,000] or an integral multiple of [U.S.\$1,000] in excess thereof) of the non-extendible substitute note or notes, [substantially in the form attached to the Note as Annex A,] to be issued to the holder for the portion of the principal amount of the Note for which the option to extend the Maturity Date is not being elected (in the absence of any such specification, one non-extendible substitute note, [substantially in the form of Annex A,] will be issued for the portion of the principal amount of the Note as to which the option to extend Maturity Date is not being made): [U.S.\$] .

Dated: _____

[NOTICE: The signature on this Notice of Election to Extend Maturity Date must correspond with the name as written upon the face of the Note in every particular, without alteration or enlargement or any change whatever.]

**[EXTENDIBLE NOTE RIDER
FOR EXTENSION OF MATURITY AT ISSUER'S OPTION]**

This Note is an Extendible Note, whereby the Issuer has the option to extend the maturity of this Note for one or more periods, as specified in the Pricing Supplement (each, an "Extension Period"), up to but not beyond the Final Maturity Date specified in the Pricing Supplement, under the terms of this Note as supplemented by this Extendible Note Rider.

Unless otherwise specified in the Pricing Supplement, the following provisions will apply to this Note:

The Issuer may exercise its option with respect hereto by delivery to the [Trustee] [London Paying Agent] a notice of such exercise at least 45, but not more than 60, calendar days prior to the Stated Maturity Date originally in effect with respect hereto or, if the Stated Maturity Date has already been extended, prior to the maturity date then in effect (each, an "Extended Maturity Date"). After such receipt and not later than 40 calendar days prior to the Stated Maturity Date or an Extended Maturity Date, as the case may be (each, an "Existing Maturity Date"), the [Trustee] [London Paying Agent] (or any duly appointed paying agent) will mail by first class mail, postage prepaid, to the registered holder hereof a notice (the "Extension Notice") relating to such extension period (the "Extension Period") setting forth (i) the election of the Issuer to extend the Maturity hereof, (ii) the new Extended Maturity Date, (iii) the interest rate applicable to the Extension Period (which interest rate may be higher during the Extension Period), and (iv) the provisions, if any, for redemption during the Extension Period, including the date or dates on which, the period or periods during which and the price or prices at which such redemption may occur during the Extension Period. Upon the mailing by the [Trustee] [London Paying Agent] (or any duly appointed paying agent) of an Extension Notice to the registered holder hereof, the maturity shall be extended automatically as set forth in the Extension Notice, and, except as modified by the Extension Notice and as described in the next paragraph, this Note will have the same terms as prior to the mailing of such Extension Notice.

Notwithstanding the foregoing, not later than 20 calendar days prior to the Existing Maturity Date hereof (or, if such date is not a Business Day, on the immediately succeeding Business Day), the Issuer, at its option, may revoke the interest rate provided for in the Extension Notice and establish a higher interest rate for the Extension Period by mailing or causing the applicable Paying Agent to mail notice of such higher interest rate, by first class mail, postage prepaid, to the registered holder hereof. Such notice shall be irrevocable. Thereafter, this Note will bear such higher interest rate for the Extension Period.

[If the Issuer elects to extend the maturity hereof, the registered holder hereof will have the option to elect repayment hereof in whole or in part by the Issuer on the Existing Maturity Date then in effect at a price equal to the principal amount hereof plus any accrued and unpaid interest to such date. In order for this Note to be so repaid on the Existing Maturity Date, the Issuer must receive, at least 15 days but not more than 30 calendar days prior to the Existing Maturity Date then in effect with respect hereto: (i) this Note with the form "Option to Elect Repayment" below duly completed, or (ii) a facsimile transmission or a letter from a member of a national securities exchange or the Financial Industry Regulatory Authority, Inc. or a commercial bank or a trust company in the United States setting forth the name of the registered holder hereof, the principal amount hereof to

be repaid, the certificate number, or a description of the tenor and terms hereof, a statement that the option to elect repayment is being exercised thereby, and a guarantee that this Note, together with the duly completed form entitled "Option to Elect Repayment" attached hereto, will be received by the [Trustee] [London Paying Agent] not later than the fifth Business Day after the date of such facsimile transmission or letter; provided, however, that such facsimile transmission or letter shall only be effective if this Note and duly completed form are received by the [Trustee] [London Paying Agent] by such fifth Business Day. Such option may be exercised by the registered holder hereof for less than the aggregate principal amount hereof then outstanding, provided that the principal amount hereof remaining outstanding after repayment is at least an Authorized Denomination as specified in the Pricing Supplement, or if no such Authorized Denomination is so specified, [U.S.\$1,000] or its equivalent in the applicable Specified Currency, unless otherwise specified in the Pricing Supplement.

[OPTION TO ELECT REPAYMENT]

The undersigned hereby irrevocably request(s) and instruct(s) the Issuer to repay this Note (or portion hereof specified below) pursuant to its terms at a price equal to the principal amount hereof together with interest to the repayment date, to the undersigned, at

(Please print or typewrite name and address of the undersigned)

For this Note to be repaid, [the Trustee must receive at 101 Barclay Street, New York, New York, 10286] [the London Paying Agent must receive at One Canada Square, London, E14 5AL,] or at such other place or places of which the Issuer from time to time shall notify the registered holder of this Note, not less than 30 nor more than 60 calendar days prior to an Optional Repayment Date, if any, shown in the Pricing Supplement, this Note with this "Option to Elect Repayment" form duly completed.

If less than the entire principal amount of this Note is to be repaid, (a) specify the portion hereof which the registered holder elects to have repaid and (b) specify the portion hereof (which shall be a minimum amount equal to the minimum Authorized Denomination) which is not being repaid (in the absence of any such specification to the contrary, one such Note will be issued for the portion not being repaid).

Date: _____

NOTICE: The signature on this Option to Elect Repayment must correspond with the name as written upon the face of this Note in every particular, without alteration or enlargement or any change whatever.

Principal amount to be repaid, if amount to be repaid is less than the principal amount of this Note (principal amount remaining must be in the minimum authorized denomination or any authorized integral multiple in excess thereof):
[U.S.] _____

Amount to be Reissued (principal amount remaining must be in the minimum authorized denomination or any authorized integral multiples in excess thereof):
[U.S.] _____

[U.S.] _____

[Option To Use DTC Tender Procedures]

DTC Participant
Number: _____
DTC Participant
Name: _____
DTC Participant Telephone
Number: _____

Fill in registration of Notes if to be issued otherwise than to the registered holder:

Name _____

Address: _____

(Please print name and address including zip code)

SOCIAL SECURITY OR OTHER TAXPAYER ID NUMBER

AMENDED AND RESTATED DECLARATION

OF TRUST

BAC CAPITAL TRUST []]

Dated as of [,]]

CROSS-REFERENCE TABLE*

<u>Section of Trust Indenture Act of 1939, as amended</u>	<u>Section of Declaration</u>
310(a)	5.3(a)
310(c)	Inapplicable
311(c)	Inapplicable
312(a)	2.2(a)
312(b)	2.2(b)
313	2.3
314(a)	2.4
314(b)	Inapplicable
314(c)	2.5
314(d)	Inapplicable
314(f)	Inapplicable
315(a)	3.9(b)
315(c)	3.9(a)
315(d)	3.9(b)
316(a)	Annex I
316(c)	3.6(e)

* This Cross-Reference Table does not constitute part of the Declaration and shall not affect the interpretation of any of its terms or provisions.

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**AMENDED AND RESTATED
DECLARATION OF TRUST
OF
BAC CAPITAL TRUST []**

THIS AMENDED AND RESTATED DECLARATION OF TRUST (“Declaration”) dated and effective as of [,] by the Trustees (as defined herein), the Sponsor (as defined herein) and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to this Declaration;

WHEREAS, the Trustees and the Sponsor established BAC CAPITAL TRUST [] (the “Trust”), a Delaware statutory trust under the Statutory Trust Act (as defined herein), pursuant to a Declaration of Trust dated as of [,] (the “Original Declaration”), and an accompanying Certificate of Trust filed with the Secretary of State of the State of Delaware, for the sole purpose of issuing and selling securities representing undivided beneficial interests in the assets of the Trust and investing the gross proceeds thereof in Notes of the Note Issuer (each as defined herein);

WHEREAS, as of the date hereof, no interests in the Trust have been issued;

WHEREAS, all of the Trustees and the Sponsor, by this Declaration, amend and restate each and every term and provision of the Original Declaration; and

NOW, THEREFORE, it being the intention of the parties hereto to continue the Trust as a statutory trust under the Statutory Trust Act and that this Declaration constitute the governing instrument of such statutory trust, the Trustees declare that all assets contributed to the Trust will be held in trust for the benefit of the holders, from time to time, of the securities representing undivided beneficial interests in the assets of the Trust issued hereunder, subject to the provisions of this Declaration.

**ARTICLE 1
INTERPRETATION AND DEFINITIONS**

SECTION 1.1 Definitions.

Unless the context otherwise requires:

- (a) Capitalized terms used in this Declaration but not defined in the preamble above have the respective meanings assigned to them in this Section 1.1;
- (b) a term defined anywhere in this Declaration has the same meaning throughout;
- (c) all references to “the Declaration” or “this Declaration” are to this Declaration as modified, supplemented or amended from time to time, and Annex I and Exhibits A-1 and A-2 shall be a part of this Declaration;

(d) all references in this Declaration to Articles and Sections and Annexes and Exhibits are to Articles and Sections of and Annexes and Exhibits to this Declaration unless otherwise specified;

(e) a term defined in the Trust Indenture Act (as defined herein) has the same meaning when used in this Declaration unless otherwise defined in this Declaration; and

(f) a reference to the singular includes the plural and vice versa.

[“Additional Securities” means any Capital Securities purchased by the Underwriters in connection with the Option contained in the Underwriting Agreement and any additional Common Securities purchased by the Sponsor in connection with the exercise of such Option.]

“Affiliate” has the same meaning as given to that term in Rule 405 of the Securities Act or any successor rule thereunder.

“Authorized Officer” of a Person means the Chief Executive Officer, President, Chief Financial Officer, any Senior or other Vice President, Treasurer, Assistant Treasurer or Deputy or Associate General Counsel of a Person, a Regular Trustee or any other Person that is authorized to bind such Person.

“Book-Entry” means a book entry by a Clearing Agency as described in Section 9.4.

“Book-Entry Interest” means a beneficial interest in a Global Security, ownership and transfers of which shall be maintained and made through Book Entries by a Clearing Agency as described in Section 9.4.

“Business Day” means any day other than a day on which federal or state banking institutions in New York, New York or Charlotte, North Carolina are authorized or obligated by law, executive order or regulation to close [and that also is a London Banking Day].

[“Calculation Agent” means The Bank of New York Mellon Trust Company, N.A., or its successor, or any other calculation agent appointed by the Company.]

“Capital Securities” shall mean the undivided preferred beneficial interests in the assets of the Trust denominated as “BAC Capital Trust [] [%] [Floating Rate] Capital Securities” (liquidation amount \$[] per Capital Security), the terms of which are further described in Annex I hereto[, including those Capital Securities issued upon exercise of the Option].

“Capital Security Beneficial Owner” means, with respect to a Book-Entry Interest, a Person who is the beneficial owner of such Book-Entry Interest, as reflected on the books of the Clearing Agency, or on the books of a Person maintaining an account with such Clearing Agency (directly as a Clearing Agency Participant or as an Indirect Participant, in each case in accordance with the rules of such Clearing Agency).

“Capital Security Certificate” means a certificate representing a Capital Security substantially in the form of Exhibit A-1.

“Capital Securities Guarantee” means the guarantee agreement to be dated as of [,], of the Sponsor in respect of the Capital Securities.

“Capital Treatment Event” means the reasonable determination by the Company that, as a result of the occurrence of any amendment to, or change (including any announced prospective change) in, the laws (or any regulations thereunder) of the United States or any political subdivision thereof, or as a result of any official or administrative pronouncement or action or judicial decision interpreting or applying such laws or regulations, which amendment or change is effective or such pronouncement, action or decision is announced on or after the date of original issuance of the Capital Securities, there is more than an insubstantial risk that the Company will not be entitled to treat an amount equal to the aggregate liquidation amount of the Capital Securities as Tier 1 capital (or the then equivalent thereof) for purposes of the capital adequacy guidelines of the Federal Reserve Board, as then in effect and applicable to the Company.

“Certificate” means a Common Security Certificate or a Capital Security Certificate.

“Clearing Agency” means an organization registered as a “Clearing Agency” pursuant to Section 17A of the Exchange Act that is acting as depository for the Capital Securities and in whose name or in the name of a nominee of that organization shall be registered a Global Security and which shall undertake to effect Book-Entry transfers and pledges of the Capital Securities.

“Clearing Agency Participant” means a broker, dealer, bank, other financial institution or other Person for whom from time to time the Clearing Agency effects Book-Entry transfers and pledges of securities deposited with the Clearing Agency.

“Closing Date” means the “Closing Time” under the Underwriting Agreement.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any successor legislation.

“Commission” means the Securities and Exchange Commission.

“Common Securities” shall mean the undivided common beneficial interests in the assets of the Trust denominated as “BAC Capital Trust [] [%] [Floating Rate] Common Securities” (having an aggregate liquidation amount equal to \$[]), the terms of which are further described in Annex I hereto [], including those Common Securities purchased by the Sponsor upon exercise of the Option].

“Common Securities Guarantee” means the guarantee agreement to be dated as of [,], of the Sponsor in respect of the Common Securities.

“Common Security Certificate” means a definitive certificate in fully registered form representing a Common Security substantially in the form of Exhibit A-2 hereto.

“Company” means Bank of America Corporation, a Delaware corporation, or any successor thereto.

“Company Indemnified Person” means (a) any Regular Trustee; (b) any Affiliate of any Regular Trustee; (c) any officers, directors, shareholders, members, partners, employees, representatives or agents of any Regular Trustee; or (d) any officer, employee or agent of the Trust or its Affiliates.

“Corporate Trust Office” means the office of the Property Trustee at which the corporate trust business of the Property Trustee shall, at any particular time, be principally administered, which office at the date of execution of this Agreement is located at 101 Barclay Street, Floor 21 West, New York, New York 10286.

“Covered Person” means: (a) any officer, director, shareholder, partner, member, representative, employee or agent of (i) the Trust or (ii) the Trust’s Affiliates; and (b) any Holder of Securities.

“Definitive Capital Security Certificates” has the meaning set forth in Section 9.4.

“Delaware Trustee” has the meaning set forth in Section 5.1.

“Depository” means The Depository Trust Company or any successor Clearing Agency.

“Designation of Terms” has the meaning set forth in Section 7.1(a).

“Direct Action” has the meaning specified in Section 3.8(e).

“Distribution” means a distribution payable to Holders of Securities in accordance with Section 6.1.

“Distribution Payment Date” means [], [], [], and [] of each year, beginning on [,].

“Distribution Period” means the period beginning on the original issue date of the Capital Securities or a Distribution Payment Date, as applicable, and ending on the date immediately preceding the next following Distribution Payment Date or the Maturity Date of the Notes, as applicable; and the first Distribution Period will be [,] to, but excluding, [,], and the final Distribution Period will be [,] through [,].

“Event of Default” in respect of the Securities means an Event of Default (as defined in the Indenture) has occurred and is continuing in respect of the Notes.

“Exchange” has the meaning set forth in Section 6.2(a).

“Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time, or any successor legislation.

“Fiduciary Indemnified Person” has the meaning set forth in Section 10.4(b).

“Global Security” has the meaning set forth in Section 9.4.

“Holder” means a Person in whose name a Security is registered (including, in the case of a Book-Entry Security, the Depository), such Person being a beneficial owner within the meaning of the Statutory Trust Act.

“Indemnified Person” means a Company Indemnified Person or a Fiduciary Indemnified Person.

“Indenture” means collectively the Restated Indenture dated as of November 1, 2001, between the Note Issuer and the Note Trustee and the Supplemental Indenture and any board resolution pursuant to which the Notes are to be issued.

“Indirect Participant” has the meaning set forth in Section 2(c) of Annex I hereto.

[“Interest Determination Date” means the date that is the second London Banking Day prior to each Distribution Payment Date, beginning on [].]

“Investment Company” means an investment company as defined in the Investment Company Act.

“Investment Company Act” means the Investment Company Act of 1940, as amended from time to time, or any successor legislation.

“Investment Company Event” means the receipt by the Trust of an opinion of counsel experienced in such matters to the effect that, as a result of the occurrence of a change in law or regulation or a change in interpretation or application of law or regulation by any legislative body, court, governmental agency or regulatory authority (a “Change in 1940 Act Law”), the Trust is or will be considered an investment company that is required to be registered under the Investment Company Act of 1940, as amended, which Change in 1940 Act Law becomes effective on or after the date of original issuance of the Capital Securities.

“Legal Action” has the meaning set forth in Section 3.6(g).

“Liquidation Amount” means, with respect to Capital Securities or Common Securities, the liquidation amount per Capital Security or Common Security, respectively, as set forth in Annex I hereto;

[“London Banking Day” means any day on which commercial banks are open for business (including dealings in deposits of U.S. dollars) in London, England.]

“Majority in liquidation amount of the Securities” means, except as provided in the terms of the Capital Securities or by the Trust Indenture Act, Holders of outstanding Securities voting

together as a single class or, as the context may require, Holders of outstanding Capital Securities or Holders of outstanding Common Securities voting separately as a class, who are the record owners of more than 50% of the aggregate liquidation amount (including the stated amount that would be paid on redemption, liquidation or otherwise, plus accrued and unpaid Distributions to the date upon which the voting percentages are determined) of all outstanding Securities of the relevant class.

“Maturity Redemption Price” shall mean, for a redemption of the Securities at the Stated Maturity of the Notes, a redemption price equal to the principal amount of, plus accrued interest on, the Notes.

“Nonpayment” has the meaning set forth in Section 2.7(a).

“Note Issuer” means Bank of America Corporation, a Delaware corporation, or any successor entity in a merger or consolidation, in its capacity as issuer of the Notes under the Indenture.

“Note Trustee” means The Bank of New York Mellon Trust Company, N.A., a national banking association, formerly known as The Bank of New York Trust Company, N.A. (as successor trustee to The Bank of New York) under the Indenture, or any successor appointed thereunder.

“Notes” means the series of junior subordinated notes to be issued by the Note Issuer under the Indenture to be held by the Property Trustee on behalf of the Trust.

“Officers’ Certificate” means, with respect to any Person, a certificate signed by two Authorized Officers of such Person. Any Officers’ Certificate delivered with respect to compliance with a condition or covenant provided for in this Declaration shall include:

- (a) a statement that each officer signing the certificate has read the covenant or condition and the definitions relating thereto;
- (b) a brief statement of the nature and scope of the examination or investigation undertaken by each officer in rendering the certificate;
- (c) a statement that each such officer has made such examination or investigation as, in such officer’s opinion, is necessary to enable such officer to express an informed opinion as to whether or not such covenant or condition has been complied with; and
- (d) a statement as to whether, in the opinion of each such officer, such condition or covenant has been complied with.

[“Option” means the option to purchase up to [] additional Capital Securities granted to the Underwriters named in an Underwriting Agreement.]

“Optional Prepayment Price” shall mean with respect to the Notes, a prepayment price equal to 100% of the outstanding principal amount of the Notes to be prepaid, plus any accrued and unpaid interest thereon up to, but excluding, the date of such prepayment.

“Optional Redemption Price” shall mean with respect to the Securities to be redeemed, a redemption price equal to the Optional Prepayment Price.

“Paying Agent” has the meaning specified in Section 7.2.

“Payment Amount” has the meaning set forth in Section 6.1.

“Person” means any individual, corporation, estate, partnership, joint venture, association, joint stock company, limited liability company, trust, unincorporated association, or government or any agency or political subdivision thereof, or any other entity of whatever nature.

“Property Trustee” means the Trustee with the powers described in Article 3 and elsewhere herein and meeting the eligibility requirements set forth in Section 5.3.

“Property Trustee Account” has the meaning set forth in Section 3.8(c).

“Quorum” means a majority of the Regular Trustees or, if there are only two Regular Trustees, both of them.

“Redemption/Distribution Notice” means a notice of any redemption of, or a notice of any distribution of, Notes in exchange for Securities.

“Redemption Price” shall mean any or all of the Maturity Redemption Price, the Special Event Redemption Price and the Optional Redemption Price.

“Regular Trustee” has the meaning set forth in Section 5.1.

“Related Party” means, with respect to the Sponsor, any direct or indirect wholly-owned subsidiary of the Sponsor or any other Person that owns, directly or indirectly, 100% of the outstanding voting securities of the Sponsor.

“Responsible Officer” means, with respect to the Property Trustee, any officer within the Corporate Trust Office of the Property Trustee, including any vice-president, any assistant vice-president, any assistant treasurer or other officer of the Corporate Trust Office of the Property Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of that officer’s knowledge of and familiarity with the particular subject.

“Rule 3a-5” means Rule 3a-5 under the Investment Company Act.

“Securities” means the Common Securities and the Capital Securities.

“Securities Act” means the Securities Act of 1933, as amended from time to time, or any successor legislation.

“Securities Guarantees” means the Common Securities Guarantee and the Capital Securities Guarantee.

“Special Event” means a Tax Event, a Capital Treatment Event or an Investment Company Event.

“Special Event Prepayment Price” shall mean with respect to the Notes, a prepayment price equal to 100% of the outstanding principal amount of the Notes to be prepaid, plus any accrued and unpaid interest thereon up to, but excluding, the date of prepayment.

“Special Event Redemption Price” shall mean with respect to the Securities, a redemption price equal to the Special Event Prepayment Price.

“Sponsor” means Bank of America Corporation, a Delaware corporation, or any successor entity in a merger or consolidation, in its capacity as sponsor of the Trust.

“Sponsor Affiliated Holder” has the meaning set forth in Section 6.2(a).

“Stated Maturity” shall mean [,], the date on which the Notes shall mature, unless [(a)] previously prepaid or redeemed or [(b)] that date has been extended].

“Statutory Trust Act” means Chapter 38 of Title 12 of the Delaware Code, 12 Del. Code Section 3801 et seq., as it may be amended from time to time, or any successor legislation.

“Successor Delaware Trustee” has the meaning set forth in Section 5.7(b)(ii).

“Successor Entity” has the meaning set forth in Section 3.15(b)(i).

“Successor Property Trustee” has the meaning set forth in Section 5.7(b)(i).

“Successor Securities” has the meaning set forth in Section 3.15(b)(i)(B).

“Super Majority” has the meaning set forth in Section 2.6(a)(ii).

“Supplemental Indenture” means the [] supplemental indenture to the Indenture to be dated as of [,] between the Company and the Note Trustee.

“Tax Event” means that (i) the Company shall have received an opinion of a nationally recognized independent tax counsel experienced in such matters to the effect that, as a result of (a) any amendment to, or change (including any announced prospective change) in, the laws or any regulations thereunder of the United States or any political subdivision or taxing authority thereof or (b) any official administrative pronouncement or judicial decision interpreting or, applying such laws or regulations, which amendment or change is effective or such pronouncement or decision is announced on or after the date of original issuance of the Capital Securities, there is more than an insubstantial risk that interest payable on the Notes is not, or

within 90 days of the date thereof, will not be deductible, in whole or in part, by the Company for United States federal income tax purposes, or (ii) the Regular Trustees have been informed by a nationally recognized independent tax counsel that a No Recognition Opinion cannot be delivered. "No Recognition Opinion" means an opinion of a nationally recognized independent tax counsel experienced in such matters, which opinion may rely on published revenue rulings of the Internal Revenue Service, to the effect that the holders of the Capital Securities and Common Securities will not recognize any gain or loss for United States federal income tax purposes as a result of the dissolution of the Trust and the distribution of the Notes.

"10% in liquidation amount of the Securities" means, except as provided in the terms of the Capital Securities or by the Trust Indenture Act, Holders of outstanding Securities voting together as a single class or, as the context may require, Holders of outstanding Capital Securities or Holders of outstanding Common Securities voting separately as a class, who are the record owners of 10% or more of the aggregate liquidation amount (including the stated amount that would be paid on redemption, liquidation or otherwise, plus accrued and unpaid Distributions to the date upon which the voting percentages are determined) of all outstanding Securities of the relevant class.

"Treasury Regulations" means the income tax regulations, including temporary and proposed regulations, promulgated under the Code by the United States Treasury, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Trustee" or "Trustees" means each Person who has signed this Declaration as a trustee (including each Regular Trustee), so long as such Person shall continue in office in accordance with the terms hereof, and all other Persons who may from time to time be duly appointed, qualified and serving as Trustees in accordance with the provisions hereof, and references herein to a Trustee or the Trustees shall refer to such Person or Persons solely in their capacity as trustees hereunder.

"Trust Indenture Act" means the Trust Indenture Act of 1939, as amended from time to time, or any successor legislation.

"Underwriting Agreement" means the Underwriting Agreement for the offering and sale of the Capital Securities and related Capital Securities Guarantee among the Sponsor, the Trust and the Underwriters named therein.

ARTICLE 2 TRUST INDENTURE ACT

SECTION 2.1 Trust Indenture Act: Application.

(a) This Declaration is subject to the provisions of the Trust Indenture Act that are required to be part of this Declaration and shall, to the extent applicable, be governed by such provisions.

(b) The Property Trustee shall be the only Trustee which is a Trustee for the purposes of the Trust Indenture Act.

(c) If and to the extent that any provision of this Declaration limits, qualifies or conflicts with the duties imposed by Sections 310 to 317, inclusive, of the Trust Indenture Act, such imposed duties shall control.

(d) The application of the Trust Indenture Act to this Declaration shall not affect the nature of the Securities as equity securities representing undivided beneficial interests in the assets of the Trust.

SECTION 2.2 Lists of Holders of Securities.

(a) Each of the Sponsor and the Regular Trustees on behalf of the Trust shall provide the Property Trustee (i) within 10 days after each record date for payment of Distributions, a list, in such form as the Property Trustee may reasonably require, of the names and addresses of the Holders of the Securities ("List of Holders") as of such record date, provided that neither the Sponsor nor the Regular Trustees on behalf of the Trust shall be obligated to provide such List of Holders at any time the List of Holders does not differ from the most recent List of Holders given to the Property Trustee by the Sponsor and the Regular Trustees on behalf of the Trust, and (ii) at any other time, within 30 days of receipt by the Trust of a written request for a List of Holders as of a date no more than 10 days before such List of Holders is given to the Property Trustee. The Property Trustee shall preserve, in as current a form as is reasonably practicable, all information contained in Lists of Holders given to it or which it receives in the capacity as Paying Agent (if acting in such capacity) provided that the Property Trustee may destroy any List of Holders previously given to it on receipt of a new List of Holders.

(b) The Property Trustee shall comply with its obligations under Sections 311(a), 311(b) and 312(b) of the Trust Indenture Act.

SECTION 2.3 Reports by the Property Trustee.

Within 60 days after [] of each year, the Property Trustee shall provide to the Holders of the Capital Securities such reports as are required by Section 313 of the Trust Indenture Act, if any, in the form and in the manner provided by Section 313 of the Trust Indenture Act. The Property Trustee shall also comply with the requirements of Section 313(d) of the Trust Indenture Act.

SECTION 2.4 Periodic Reports to Property Trustee.

Each of the Sponsor and the Regular Trustees on behalf of the Trust shall provide to the Property Trustee such documents, reports and information as required by Section 314 (if any) and the compliance certificate required by Section 314 of the Trust Indenture Act in the form, in the manner and at the times required by Section 314 of the Trust Indenture Act, with such compliance certificate of the Sponsor to be executed by the Sponsor's principal executive officer, principal financial officer or principal accounting officer, and such compliance certificate of the Trust to be executed by any Regular Trustee.

SECTION 2.5 Evidence of Compliance with Conditions Precedent.

Each of the Sponsor and the Regular Trustees on behalf of the Trust shall provide to the Property Trustee such evidence of compliance with any conditions precedent, if any, provided for in this Declaration that relate to any of the matters set forth in Section 314(c) of the Trust Indenture Act. Any certificate or opinion required to be given by an officer pursuant to Section 314(c)(1) may be given in the form of an Officers' Certificate.

SECTION 2.6 Events of Default; Waiver.

(a) The Holders of a Majority in liquidation amount of Capital Securities, by vote, on behalf of the Holders of all of the Capital Securities, may waive any past Event of Default in respect of the Capital Securities and its consequences, provided that, if the underlying Event of Default under the Indenture:

(i) is not waivable under the Indenture, the Event of Default under the Declaration shall not be waivable; or

(ii) requires the consent or vote of greater than a majority in principal amount of the holders of the Notes (a "Super Majority") to be waived under the Indenture, the Event of Default under the Declaration may only be waived by the vote of the Holders of at least the proportion in liquidation amount of the Capital Securities that the relevant Super Majority represents of the aggregate principal amount of the Notes outstanding.

The foregoing provisions of this Section 2.6(a) shall be in lieu of Section 316(a)(1)(B) of the Trust Indenture Act and such Section 316(a)(1)(B) of the Trust Indenture Act is hereby expressly excluded from this Declaration and the Securities, as permitted by the Trust Indenture Act. Upon such waiver, any such default shall cease to exist, and any Event of Default with respect to the Capital Securities arising therefrom shall be deemed to have been cured, for every purpose of this Declaration, but no such waiver shall extend to any subsequent or other default or an Event of Default with respect to the Capital Securities or impair any right consequent thereon. Any waiver by the Holders of the Capital Securities of an Event of Default with respect to the Capital Securities also shall be deemed to constitute a waiver by the Holders of the Common Securities of any such Event of Default with respect to the Common Securities for all purposes of this Declaration without any further act, vote or consent of the Holders of the Common Securities.

(b) The Holders of a Majority in liquidation amount of the Common Securities, by vote, on behalf of the Holders of all of the Common Securities, may waive any past Event of Default with respect to the Common Securities and its consequences, provided that, if the underlying Event of Default under the Indenture:

(i) is not waivable under the Indenture, except where the Holders of the Common Securities are deemed to have waived such Event of Default under the Declaration as provided below in this Section 2.6(b), the Event of Default under the Declaration shall also not be waivable; or

(ii) requires the consent or vote of the holders of a Super Majority of the Notes to be waived under the Indenture, except where the Holders of the Common Securities are deemed to have waived such Event of Default under the Declaration as provided below in this Section 2.6(b), the Event of Default under the Declaration only may be waived by the vote of the Holders of at least the proportion in liquidation amount of the Common Securities that the relevant Super Majority represents of the aggregate principal amount of the Notes outstanding;

provided further, each Holder of Common Securities will be deemed to have waived any such Event of Default and all Events of Default with respect to the Common Securities and its consequences until all Events of Default with respect to the Capital Securities have been cured, waived or otherwise eliminated, and until such Events of Default with respect to the Capital Securities have been so cured, waived or otherwise eliminated, the Property Trustee will be deemed to be acting solely on behalf of the Holders of the Capital Securities and only the Holders of the Capital Securities will have the right to direct the Property Trustee in accordance with the terms of the Securities. The foregoing provisions of this Section 2.6(b) shall be in lieu of Sections 316(a)(1)(A) and 316(a)(1)(B) of the Trust Indenture Act and such Sections 316(a)(1)(A) and 316(a)(1)(B) of the Trust Indenture Act are hereby expressly excluded from this Declaration and the Securities, as permitted by the Trust Indenture Act. Subject to the foregoing provisions of this Section 2.6(b), upon such waiver by the Holders of the Common Securities, any such default shall cease to exist and any Event of Default with respect to the Common Securities arising therefrom shall be deemed to have been cured for every purpose of this Declaration, but no such waiver shall extend to any subsequent or other default or Event of Default with respect to the Common Securities or impair any right consequent thereon.

(c) A waiver of an Event of Default under the Indenture by the Property Trustee at the direction of the Holders of the Capital Securities constitutes a waiver of the corresponding Event of Default under this Declaration. The foregoing provisions of this Section 2.6(c) shall be in lieu of Section 316(a)(1)(B) of the Trust Indenture Act and such Section 316(a)(1)(B) of the Trust Indenture Act is hereby expressly excluded from this Declaration and the Securities, as permitted by the Trust Indenture Act.

SECTION 2.7 Event of Default or Nonpayment Notice.

(a) The Property Trustee shall, within 90 days after the occurrence of an Event of Default or a nonpayment of principal, premium, if any, or interest, when due, on the Notes (“Nonpayment”) transmit by mail, first class postage prepaid, to the Holders of the Securities, notices of all Events of Default or Nonpayments with respect to the Securities actually known to a Responsible Officer of the Property Trustee, unless such Events of Default or Nonpayments have been cured before the giving of such notice;

(b) The Property Trustee shall not be deemed to have knowledge of any default except:

(i) an Event of Default under the Indenture or a Nonpayment; or

(ii) any default as to which a Responsible Officer of the Property Trustee shall have received written notice or of which a Responsible Officer of the Property Trustee charged with the administration of the Declaration shall have actual knowledge.

ARTICLE 3 ORGANIZATION

SECTION 3.1 Name.

The Trust is named “BAC Capital Trust [],” as such name may be modified from time to time by the Regular Trustees following written notice to the Holders of Securities. The Trust’s activities may be conducted under the name of the Trust or any other name deemed advisable by the Regular Trustees.

SECTION 3.2 Office.

The address of the principal office of the Trust is c/o Bank of America Corporation, Bank of America Corporate Center, NC1-007-07-13, Attention: Corporate Treasury —Securities Administration, 100 North Tryon Street, Charlotte, North Carolina 28255. On 10 Business Days’ written notice to the Holders of Securities, the Regular Trustees may designate another principal office.

SECTION 3.3 Purpose.

The exclusive purposes and functions of the Trust are (a) to issue and sell Securities and use the proceeds from such sale to acquire the Notes, and (b) except as otherwise limited herein, to engage in only those other activities necessary or incidental thereto. The Trust shall not borrow money, issue debt or reinvest proceeds derived from investments, pledge any of its assets or otherwise undertake (or permit to be undertaken) any activity that would cause the Trust not to be classified for United States federal income tax purposes as a grantor trust.

SECTION 3.4 Authority.

Subject to the limitations provided in this Declaration and to the specific duties of the Property Trustee, the Regular Trustees shall have exclusive and complete authority to carry out the purposes of the Trust. An action taken by the Regular Trustees in accordance with their powers shall constitute the act of and serve to bind the Trust, and an action taken by the Property Trustee on behalf of the Trust in accordance with its powers shall constitute the act of and serve to bind the Trust. In dealing with the Trustees acting on behalf of the Trust, no person shall be required to inquire into the authority of the Trustees to bind the Trust. Persons dealing with the Trust are entitled to rely conclusively on the power and authority of the Trustees as set forth in this Declaration.

SECTION 3.5 Title to Property of the Trust.

Except as provided in Section 3.8 with respect to the Notes and the Property Trustee Account or as otherwise provided in this Declaration, legal title to all assets of the Trust shall be vested in the Trust. The Holders shall not have legal title to any part of the assets of the Trust, but shall have an undivided beneficial interest in the assets of the Trust.

SECTION 3.6 Powers and Duties of the Regular Trustees.

The Regular Trustees shall have the exclusive power, duty and authority to cause the Trust to engage in the following activities:

(a) to issue and sell the Capital Securities and the Common Securities in accordance with this Declaration; provided, however, that the Trust may issue no more than one series of Capital Securities and no more than one series of Common Securities, and, provided further, that there shall be no interests in the Trust other than the Securities, and the issuance of Securities shall be limited to a simultaneous issuance of both Capital Securities and Common Securities on the Closing Date;

(b) in connection with the issue and sale of the Capital Securities, at the direction of the Sponsor, to:

(i) execute and file with the Commission one or more registration statements on Form S-3 prepared by the Sponsor, including any amendments thereto, pertaining to the Capital Securities;

(ii) execute and file any documents prepared by the Sponsor, or take any acts as determined by the Sponsor to be necessary in order to qualify or register all or part of the Capital Securities in any state or jurisdiction in which the Sponsor has determined to qualify or register such Capital Securities for sale;

(iii) to determine whether to list Capital Securities and to execute and file applications, prepared by the Sponsor, to any national or international securities exchange for listing upon notice of issuance of any Capital Securities;

(iv) (A) execute and file with the Commission registration statements on Form 8-A, if required, including any amendments thereto, prepared by the Sponsor, relating to the registration of the Capital Securities under Section 12(b) or 12 (g) of the Exchange Act and (B) execute and file with the Commission any other filings which may be required under the Exchange Act; and

(v) from time to time execute and enter into underwriting agreements providing for the sale of the Capital Securities, including the Underwriting Agreement;
[and]

[vi) to enter into one or more agreements with the Calculation Agent for the calculation of the distribution rate or rates for distributions payable to the holders of the Capital Securities, as such distributions are more particularly described in the Designation of Terms;]

(c) to purchase the Notes with the proceeds of the sale of the Capital Securities and the Common Securities;

(d) to give the Sponsor and the Property Trustee prompt written notice of the occurrence of a Special Event;

(e) to establish a record date with respect to all actions to be taken hereunder that require a record date be established, including and with respect to, for the purposes of Section 316(c) of the Trust Indenture Act, Distributions, voting rights, redemptions and exchanges, and to issue relevant notices to the Holders of Capital Securities and Holders of Common Securities as to such actions and applicable record dates;

(f) to take all actions and perform such duties as may be required of the Regular Trustees pursuant to the terms of the Securities;

(g) to bring or defend, pay, collect, compromise, arbitrate, resort to legal action, or otherwise adjust claims or demands of or against the Trust ("Legal Action");

(h) to employ or otherwise engage employees and agents (who may be designated as officers with titles) and managers, contractors, advisors and consultants and pay reasonable compensation for such services;

(i) to cause the Trust to comply with the Trust's obligations under the Trust Indenture Act;

(j) to give the certificate required by Section 314(a)(4) of the Trust Indenture Act to the Property Trustee, which certificate may be executed by any Regular Trustee;

(k) to incur expenses that are necessary or incidental to carry out any of the purposes of the Trust;

(l) to act as, or appoint another Person to act as, registrar and transfer agent for the Securities;

(m) to give prompt written notice to the Holders of the Securities of any notice received from the Note Issuer of its election to defer payments of interest on the Notes by extending the interest payment period under the Indenture;

(n) to execute all documents or instruments, perform all duties and powers, and do all things for and on behalf of the Trust in all matters necessary or incidental to the foregoing;

(o) to take all action that may be necessary or appropriate for the preservation and the continuation of the Trust's valid existence, rights, franchises and privileges as a statutory trust under the laws of the State of Delaware and of each other jurisdiction in which such existence is necessary to protect the limited liability of the Holders of the Capital Securities or to enable the Trust to effect the purposes for which the Trust was created;

(p) to take any action, not inconsistent with this Declaration or with applicable law, that the Regular Trustees determine in their discretion to be necessary or desirable in carrying out the activities of the Trust as set out in this Section 3.6, including, but not limited to:

(i) causing the Trust not to be deemed to be an Investment Company required to be registered under the Investment Company Act;

(ii) causing the Trust to be classified for United States federal income tax purposes as a grantor trust; and

(iii) cooperating with the Note Issuer to ensure that the Notes will be treated as indebtedness of the Note Issuer for United States federal income tax purposes,

provided that such action does not adversely affect the interests of Holders; and

(q) to take all action necessary to cause all applicable tax returns and tax information reports that are required to be filed with respect to the Trust to be duly prepared and filed by the Regular Trustees, on behalf of the Trust.

The Regular Trustees must exercise the powers set forth in this Section 3.6 in a manner that is consistent with the purposes and functions of the Trust set out in Section 3.3, and the Regular Trustees shall not take any action that is inconsistent with the purposes and functions of the Trust set forth in Section 3.3.

Subject to this Section 3.6, the Regular Trustees shall have none of the powers or the authority of the Property Trustee set forth in Section 3.8.

Any expenses incurred by the Regular Trustees pursuant to this Section 3.6 shall be reimbursed by the Note Issuer.

SECTION 3.7 Prohibition of Actions by the Trust and the Trustees.

(a) The Trust shall not, and the Trustees (including the Property Trustee) shall not, engage in any activity other than as required or authorized by this Declaration. In particular, the Trust shall not and the Trustees (including the Property Trustee) shall cause the Trust not to:

(i) invest any proceeds received by the Trust from holding the Notes, but shall distribute all such proceeds to Holders of Securities pursuant to the terms of this Declaration and of the Securities;

- (ii) acquire any assets other than as expressly provided herein;
- (iii) possess Trust property for other than a Trust purpose;
- (iv) make any loans or incur any indebtedness other than loans represented by the Notes;
- (v) possess any power or otherwise act in such a way as to vary the Trust assets or the terms of the Securities in any way whatsoever;
- (vi) issue any securities or other evidences of beneficial ownership of, or beneficial interest in, the Trust other than the Securities; or

(vii) other than as provided in this Declaration, (A) direct the time, method and place of exercising any trust or power conferred upon the Note Trustee with respect to the Notes, (B) waive any past default that is waivable under the Indenture, (C) exercise any right to rescind or annul any declaration that the principal of all the Notes shall be due and payable, or (D) consent to any amendment, modification or termination of the Indenture or the Notes where such consent shall be required unless the Trust shall have received an opinion of counsel to the effect that such modification will not cause more than an insubstantial risk that for United States federal income tax purposes the Trust will not be classified as a grantor trust.

SECTION 3.8 Powers and Duties of the Property Trustee.

(a) The legal title to the Notes shall be owned by and held of record in the name of the Property Trustee in trust for the benefit of the Holders of the Securities. The right, title and interest of the Property Trustee to the Notes shall vest automatically in each Person who may hereafter be appointed as Property Trustee in accordance with Section 5.7. Such vesting and cessation of title shall be effective whether or not conveyancing documents with regard to the Notes have been executed and delivered.

(b) The Property Trustee shall not transfer its right, title and interest in the Notes to the Regular Trustees or to the Delaware Trustee (if the Property Trustee does not also act as Delaware Trustee).

(c) The Property Trustee shall:

(i) establish and maintain a segregated non-interest bearing trust account (the "Property Trustee Account") in the name of and under the exclusive control of the Property Trustee on behalf of the Holders of the Securities and, upon the receipt of payments of funds made in respect of the Notes held by the

Property Trustee, deposit such funds into the Property Trustee Account and make payments to the Holders of the Capital Securities and Holders of the Common Securities from the Property Trustee Account in accordance with Section 6.1. Funds in the Property Trustee Account shall be held uninvested until disbursed in accordance with this Declaration. The Property Trustee Account shall be an account that is maintained with a banking institution the rating of whose long-term unsecured indebtedness is at least equal to the rating assigned to the Capital Securities by a “nationally recognized statistical rating organization,” as that term is defined for purposes of Rule 436(g)(2) under the Securities Act;

(ii) engage in such ministerial activities as shall be necessary or appropriate to effect the redemption of the Capital Securities and the Common Securities to the extent the Notes are redeemed or mature and to effect the Exchange of Capital Securities and Common Securities for Notes to the extent a Sponsor Affiliated Holder elects to effect such Exchange pursuant to Section 6.2 hereof; and

(iii) upon written notice of distribution issued by the Regular Trustees in accordance with the terms of the Securities, engage in such ministerial activities as shall be necessary or appropriate to effect the distribution of the Notes to Holders of Securities upon the occurrence of a Special Event or other specified circumstances pursuant to the terms of the Securities.

(d) The Property Trustee shall take all actions and perform such duties as may be specifically required of the Property Trustee pursuant to the terms of the Securities.

(e) The Property Trustee shall take any Legal Action which arises out of or in connection with an Event of Default of which a Responsible Officer of the Property Trustee has actual knowledge or the Property Trustee’s duties and obligations under this Declaration or the Trust Indenture Act; provided however, that if a Nonpayment has occurred and is continuing, a Holder of Capital Securities may institute directly a proceeding for enforcement of payment to such Holder of the principal of, premium, if any, or interest on the Notes having a principal amount equal to the aggregate liquidation amount of the Capital Securities of such Holder (a “Direct Action”) after the respective due date specified in the Notes. In connection with such Direct Action, the rights of the Holders of the Common Securities will be subrogated to the rights of such Holder of Capital Securities to the extent of any payment made by the Note Issuer to such Holder of Capital Securities in such Direct Action.

(f) The Property Trustee shall not resign as a Trustee unless either:

(i) the Trust has been completely liquidated and the proceeds of the liquidation distributed to the Holders of Securities pursuant to the terms of the Securities;

or

(ii) a Successor Property Trustee has been appointed and has accepted that appointment in accordance with Section 5.7.

(g) The Property Trustee shall have the legal power to exercise all of the rights, powers and privileges of a holder of Notes under the Indenture and, if an Event of Default actually known to a Responsible Officer of the Property Trustee occurs and is continuing, the Property Trustee shall, for the benefit of Holders of the Securities, enforce its rights as holder of the Notes subject to the rights of the Holders pursuant to the terms of such Securities.

(h) The Property Trustee may authorize one or more Paying Agents to pay Distributions, redemption payments or liquidation payments on behalf of the Trust with respect to all Securities and any such Paying Agent shall comply with Section 317(b) of the Trust Indenture Act. Any Paying Agent may be removed by the Property Trustee at any time and a successor Paying Agent or additional Paying Agents may be appointed at any time by the Property Trustee.

(i) Subject to this Section 3.8, the Property Trustee shall have none of the duties, liabilities, powers or the authority of the Regular Trustees set forth in Section 3.6.

The Property Trustee must exercise the powers set forth in this Section 3.8 in a manner that is consistent with the purposes and functions of the Trust set out in Section 3.3, and the Property Trustee shall not take any action that is inconsistent with the purposes and functions of the Trust set out in Section 3.3.

SECTION 3.9 Certain Duties and Responsibilities of the Property Trustee.

(a) The Property Trustee, before the occurrence of any Event of Default and after the curing of all Events of Default that may have occurred, shall undertake to perform only such duties as are specifically set forth in this Declaration and no implied covenants shall be read into this Declaration against the Property Trustee. In case an Event of Default has occurred (that has not been cured or waived pursuant to Section 2.6) of which a Responsible Officer of the Property Trustee has actual knowledge, the Property Trustee shall exercise such of the rights and powers vested in it by this Declaration, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(b) No provision of this Declaration shall be construed to relieve the Property Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) prior to the occurrence of an Event of Default and after the curing or waiving of all such Events of Default that may have occurred:

(A) the duties and obligations of the Property Trustee shall be determined solely by the express provisions of this Declaration and the Property Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Declaration, and no implied covenants or obligations shall be read into this Declaration against the Property Trustee; and

(B) in the absence of bad faith on the part of the Property Trustee, the Property Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Property Trustee and conforming to the requirements of this Declaration; but in the case of any such certificates or opinions that by any provision hereof are specifically required to be furnished to the Property Trustee, the Property Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Declaration;

(ii) the Property Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer of the Property Trustee, unless it shall be proved that the Property Trustee was negligent in ascertaining the pertinent facts;

(iii) the Property Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a Majority in liquidation amount of the Securities relating to the time, method and place of conducting any proceeding for any remedy available to the Property Trustee, or exercising any trust or power conferred upon the Property Trustee under this Declaration;

(iv) no provision of this Declaration shall require the Property Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it under the terms of this Declaration or indemnity reasonably satisfactory to the Property Trustee against such risk or liability is not reasonably assured to it;

(v) the Property Trustee's sole duty with respect to the custody, safekeeping and physical preservation of the Notes and the Property Trustee Account shall be to deal with such property in a similar manner as the Property Trustee deals with similar property for its own account, subject to the protections and limitations on liability afforded to the Property Trustee under this Declaration and the Trust Indenture Act;

(vi) the Property Trustee shall have no duty or liability for or with respect to the value, genuineness, existence or sufficiency of the Notes or the payment of any taxes or assessments levied thereon or in connection therewith;

(vii) the Property Trustee shall not be liable for any interest on any money received by it except as it may otherwise agree in writing with the Sponsor. Money held by the Property Trustee need not be segregated from other

funds held by it except in relation to the Property Trustee Account maintained by the Property Trustee pursuant to Section 3.8(c)(i) and except to the extent otherwise required by law; and

(viii) the Property Trustee shall not be responsible for monitoring the compliance by the Regular Trustees or the Sponsor with their respective duties under this Declaration, nor shall the Property Trustee be liable for any default or misconduct of the Regular Trustees or the Sponsor.

SECTION 3.10 Certain Rights of Property Trustee.

(a) Subject to the provisions of Section 3.9:

(i) the Property Trustee may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by it to be genuine and to have been signed, sent or presented by the proper party or parties;

(ii) any direction or act of the Sponsor or the Regular Trustees contemplated by this Declaration shall be sufficiently evidenced by an Officers' Certificate;

(iii) whenever, in the administration of this Declaration, the Property Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Property Trustee (unless other evidence is herein specifically prescribed) may, in the absence of bad faith on its part, request and conclusively rely upon an Officers' Certificate which, upon receipt of such request, shall be promptly delivered by the Sponsor or the Regular Trustees;

(iv) the Property Trustee shall have no duty to see to any recording, filing or registration of any instrument (including any financing or continuation statement or any filing under tax or securities laws) or any rerecording, refiling or registration thereof;

(v) the Property Trustee may consult with counsel or other experts of its selection and the advice or opinion of such counsel and experts with respect to legal matters or advice within the scope of such experts' area of expertise shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with such advice or opinion, and such counsel may be counsel to the Sponsor or any of its Affiliates, and may include any of its employees. The Property Trustee shall have the right at any time to seek instructions concerning the administration of this Declaration from any court of competent jurisdiction;

(vi) the Property Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Declaration at the request or direction of any Holder, unless such Holder shall have provided to the Property Trustee security and indemnity, reasonably satisfactory to the Property Trustee, against the costs, expenses (including attorneys' fees and expenses and the expenses of the Property Trustee's agents, nominees or custodians) and liabilities that might be incurred by it in complying with such request or direction, including such reasonable advances as may be requested by the Property Trustee, provided, that, nothing contained in this Section 3.10(a)(vi) shall be taken to relieve the Property Trustee, upon the occurrence of an Event of Default, of its obligation to exercise the rights and powers vested in it by this Declaration;

(vii) the Property Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Property Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit;

(viii) the Property Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, custodians, nominees or attorneys;

(ix) any action taken by the Property Trustee or its agents hereunder shall bind the Trust and the Holders of the Securities, and the signature of the Property Trustee or its agents alone shall be sufficient and effective to perform any such action and no third party shall be required to inquire as to the authority of the Property Trustee to so act or as to its compliance with any of the terms and provisions of this Declaration, both of which shall be conclusively evidenced by the Property Trustee's or its agent's taking such action;

(x) whenever in the administration of this Declaration the Property Trustee shall deem it desirable to receive instructions with respect to enforcing any remedy or right or taking any other action hereunder, the Property Trustee (i) may request instructions from the Holders of the Securities which instructions may only be given by the Holders of the same proportion in liquidation amount of the Securities as would be entitled to direct the Property Trustee under the terms of the Securities in respect of such remedy, right or action, (ii) may refrain from enforcing such remedy or right or taking such other action until such instructions are received, and (iii) shall be protected in conclusively relying on or acting in accordance with such instructions;

(xi) except as otherwise expressly provided by this Declaration, the Property Trustee shall not be under any obligation to take any action that is discretionary under the provisions of this Declaration; and

SECTION 3.15 **Mergers.**

(a) The Trust may not consolidate, amalgamate or merge with or into, or be replaced by, or convey, transfer or lease its properties and assets substantially as an entirety to any corporation or other body, except as described in Section 3.15(b) and (c).

(b) The Trust may, with the consent of a majority of the Regular Trustees and without the consent of the Holders of the Securities, the Delaware Trustee or the Property Trustee, consolidate, amalgamate, merge with or into, or be replaced by a trust organized as such under the laws of any state; provided that:

(i) if the Trust is not the survivor, such successor entity (the "Successor Entity") either:

(A) expressly assumes all of the obligations of the Trust under the Securities; or

(B) substitutes for the Securities other securities having substantially the same terms as the Securities (the "Successor Securities") so long as the Successor Securities rank the same as the Securities rank with respect to Distributions and payments upon liquidation, redemption and otherwise;

(ii) the Note Issuer expressly acknowledges a trustee of the Successor Entity that possesses the same powers and duties as the Property Trustee as the Holder of the Notes;

(iii) the Capital Securities or any Successor Securities which are Capital Securities are listed, or any Successor Securities of the Capital Securities will be listed upon notification of issuance, on any national or international securities exchange or with another organization, if any, on which the Capital Securities are then listed or quoted;

(iv) such merger, consolidation, amalgamation or replacement does not cause the Capital Securities (including any Successor Securities of the Capital Securities) to be downgraded by any nationally recognized statistical rating organization;

(v) such merger, consolidation, amalgamation or replacement does not adversely affect the rights, preferences and privileges of the Holders of the Securities (including any Successor Securities) in any material respect (other than with respect to any dilution of such Holders' interests in the new or successor entity as a result of such merger, consolidation or replacement);

(vi) such Successor Entity has a purpose identical to that of the Trust;

(vii) prior to such merger, consolidation, amalgamation or replacement, the Sponsor has received an opinion of a nationally recognized independent counsel to the Trust experienced in such matters to the effect that:

(A) such merger, consolidation, amalgamation or replacement does not adversely affect the rights, preferences and privileges of the Holders of the Securities (including any Successor Securities) in any material respect (other than with respect to any dilution of the Holders' interest in the new entity);

(B) following such merger, consolidation, amalgamation or replacement, neither the Trust nor the Successor Entity will be required to register as an Investment Company; and

(C) following such merger, consolidation, amalgamation or replacement, the Trust (or the Successor Entity) will continue to be classified as a grantor trust for United States federal income tax purposes; and

(viii) the Sponsor guarantees the obligations of such Successor Entity under the Successor Securities at least to the extent provided by the Capital Securities Guarantee and the Common Securities Guarantee.

(c) Notwithstanding Section 3.15(b), the Trust shall not, except with the consent of Holders of 100% in liquidation amount of the Securities, consolidate, amalgamate, merge with or into, or be replaced by, any other entity or permit any other entity to consolidate, amalgamate, merge with or into or replace it if such consolidation, merger, amalgamation or replacement would cause the Trust or Successor Entity to be classified as other than a grantor trust for United States federal income tax purposes.

ARTICLE 4 SPONSOR

SECTION 4.1 Sponsor's Purchase of Common Securities.

On the Closing Date [(including the Closing Date upon exercise of the Option)] the Trust will issue, and the Sponsor will purchase, the Common Securities issued by the Trust with an aggregate liquidation amount equal to \$[] at the same time as any Capital Securities are sold.

SECTION 4.2 Responsibilities of the Sponsor.

In connection with the issuance and sale of the Capital Securities, the Sponsor shall have the exclusive right and responsibility to engage in the following activities:

(a) to prepare for filing by the Trust with the Commission one or more registration statements on Form S-3 in relation to the Capital Securities, including any amendments thereto;

(b) to determine the states in which to take appropriate action to qualify or register for sale all or part of the Capital Securities and to do any and all such acts, other than actions which must be taken by the Trust, and advise the Trust of actions it must take, and prepare for execution and filing any documents to be executed and filed by the Trust, as the Sponsor deems necessary or advisable in order to comply with the applicable laws of any such states;

(c) to prepare for filing when required by the Trust applications to any national or international securities exchange for listing upon notice of issuance of any Capital Securities if the Capital Securities are to be listed;

(d) to prepare for filing by the Trust with the Commission (i) any required registration statements on Form 8-A relating to the registration of the Capital Securities under Section 12(b) or 12 (g) of the Exchange Act, including any amendments thereto and (ii) any other filings required under the Exchange Act; and

(e) to negotiate the terms of the Underwriting Agreement providing for the sale of the Capital Securities and the Capital Securities Guarantee.

In addition, the Sponsor shall have the right at any time to cause the Trust to be dissolved and the Notes held by the Trust to be distributed to Holders of the Securities.

SECTION 4.3 Covenants of the Sponsor.

For so long as the Capital Securities remain outstanding, the Sponsor will covenant (a) to maintain 100% direct or indirect ownership of the Common Securities, (b) to use its reasonable best efforts to cause the Trust (i) to remain a statutory trust, except as permitted by this Declaration in connection with the Trust's liquidation, merger or consolidation, and (ii) to not be classified as an association taxable as a corporation or a publicly traded partnership taxable as a corporation for United States federal income tax purposes and (c) to use its reasonable best efforts to cause each Holder of Securities to be treated as owning an undivided beneficial ownership interest in the assets of the Trust.

**ARTICLE 5
TRUSTEES**

SECTION 5.1 Number of Trustees.

The number of Trustees of this Trust shall be five, and:

(a) at any time before the issuance of any Securities, the Sponsor may, by written instrument, increase or decrease the number of Trustees; and

(b) after the issuance of any Securities, the number of Trustees may be increased or decreased by vote of the Holders of a majority in liquidation amount of the Common Securities voting as a class at a meeting of the Holders of the Common Securities; provided, however, that, the number of Trustees shall in no event be less than two; provided further that (i) one Trustee, in the case of a natural person, shall be a person who is a resident of the State of Delaware or that, if not a natural person, is an entity which has its principal place of business in the State of Delaware (the "Delaware Trustee"); (ii) there shall be at least one Trustee who is an employee or officer of, or is affiliated with the Sponsor (a "Regular Trustee"); and (iii) one Trustee shall be the Property Trustee for so long as this Declaration is required to qualify as an indenture under the Trust Indenture Act, and such Trustee may also serve as Delaware Trustee if it meets the applicable requirements.

SECTION 5.2 Qualifications of Delaware Trustee.

If required by the Statutory Trust Act, the Delaware Trustee shall be:

- (a) a natural person who is a resident of the State of Delaware; or
- (b) if not a natural person, an entity which has its principal place of business in the State of Delaware, and otherwise meets the requirements of applicable law,

provided that, if the Property Trustee has its principal place of business in the State of Delaware and otherwise meets the requirements of applicable law, then the Property Trustee shall also be the Delaware Trustee and Section 3.11 shall have no application.

SECTION 5.3 Property Trustee; Eligibility.

(a) There shall at all times be one Trustee which shall act as Property Trustee which shall:

- (i) not be an Affiliate of the Sponsor; and
- (ii) be a corporation organized and doing business under the laws of the United States of America or any state or territory thereof or of the District of Columbia, or a corporation or Person permitted by the Commission to act as a Property Trustee under the Trust Indenture Act, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$50,000,000, and subject to supervision or examination by Federal, state, territorial or District of Columbia authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the supervising or examining authority referred to above, then for the purposes of this Section 5.3(a)(ii), the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(b) If at any time the Property Trustee shall cease to be eligible to so act under Section 5.3(a), the Property Trustee shall immediately resign in the manner and with the effect set forth in Section 5.7(c).

(c) If the Property Trustee has or shall acquire any "conflicting interest" within the meaning of Section 310(b) of the Trust Indenture Act, the Property Trustee and the Holder of the Common Securities (as if it were the obligor referred to in Section 310(b) of the Trust Indenture Act) shall in all respects comply with the provisions of Section 310(b) of the Trust Indenture Act.

(d) The Capital Securities Guarantee shall be deemed to be specifically described in this Declaration for purposes of clause (i) of the first provision contained in Section 310(b) of the Trust Indenture Act.

(e) The initial Property Trustee shall be The Bank of New York Mellon Trust Company, N.A.

SECTION 5.4 Certain Qualifications of Regular Trustees and Delaware Trustee Generally.

Each Regular Trustee and the Delaware Trustee (unless the Property Trustee also acts as Delaware Trustee) shall either be a natural person who is at least 21 years of age or a legal entity that shall act through one or more Authorized Officers.

SECTION 5.5 Regular Trustees.

As of the date of this Declaration, the Regular Trustees shall be [], [] and [].

(a) Except as expressly set forth in this Declaration and except if a meeting of the Regular Trustees is called with respect to any matter over which the Regular Trustees have power to act, any power of the Regular Trustees may be exercised by, or with the consent of, any one such Regular Trustee.

(b) Unless otherwise determined by the Regular Trustees, and except as otherwise required by the Statutory Trust Act or applicable law, any Regular Trustee is authorized to execute on behalf of the Trust any documents which the Regular Trustees have the power and authority to cause the Trust to execute pursuant to Section 3.6, provided, that, the registration statement referred to in Section 3.6, including any amendments thereto, shall be signed by a majority of the Regular Trustees (or, if there are only two Regular Trustees, by each such Regular Trustee); and

(c) A Regular Trustee may, by power of attorney consistent with applicable law, delegate to any other natural person over the age of 21 his or her power for the purposes of signing any documents which the Regular Trustees have power and authority to cause the Trust to execute pursuant to Section 3.6.

SECTION 5.6 **Appointment of Delaware Trustee.**

The initial Delaware Trustee shall be BNY Mellon Trust of Delaware.

SECTION 5.7 **Appointment, Removal and Resignation of Trustees.**

(a) Subject to Section 5.7(b), Trustees may be appointed or removed without cause at any time:

(i) until the issuance of any Securities, by written instrument executed by the Sponsor; and

(ii) after the issuance of any Securities, by vote of the Holders of a Majority in liquidation amount of the Common Securities voting as a class at a meeting of the Holders of the Common Securities or by unanimous written consent of the Holders of the Common Securities or, in the case of the Regular Trustees, by other document or instrument in form and content acceptable to the remaining Regular Trustees and executed and delivered by the Sponsor (provided that the Sponsor is the Holder of a Majority in liquidation amount of the Common Securities).

(b) (i) the Property Trustee shall not be removed in accordance with Section 5.7(a) until a successor trustee possessing the qualifications to act as Property Trustee under Section 5.3 (a "Successor Property Trustee") has been appointed and has accepted such appointment by written instrument executed by such Successor Property Trustee and delivered to the Regular Trustees and the Sponsor; and

(ii) the Delaware Trustee shall not be removed in accordance with Section 5.7(a) until a successor Trustee possessing the qualifications to act as Delaware Trustee under Sections 5.2 and 5.4 (a "Successor Delaware Trustee") has been appointed and has accepted such appointment by written instrument executed by such Successor Delaware Trustee and delivered to the Regular Trustees and the Sponsor.

(c) A Trustee appointed to office shall hold office until his successor shall have been appointed or until his death, removal or resignation. Any Trustee may resign from office (without need for prior or subsequent accounting) by an instrument in writing signed by the Trustee and delivered to the Sponsor and the Trust, which resignation shall take effect upon such delivery or upon such later date as is specified therein; provided, however, that:

(i) no such resignation of the Property Trustee shall be effective:

(A) until a Successor Property Trustee has been appointed and has accepted such appointment by instrument executed by such Successor Property Trustee and delivered to the Trust, the Sponsor and the resigning Property Trustee; or

(B) until the assets of the Trust have been completely liquidated and the proceeds thereof distributed to the holders of the Securities; and

(ii) no such resignation of the Delaware Trustee shall be effective until a Successor Delaware Trustee has been appointed and has accepted such appointment by instrument executed by such Successor Delaware Trustee and delivered to the Trust, the Sponsor and the resigning Delaware Trustee.

(d) The Holders of the Common Securities shall use their best efforts to promptly appoint a Successor Delaware Trustee or Successor Property Trustee as the case may be if the Property Trustee or the Delaware Trustee delivers an instrument of resignation in accordance with this Section 5.7.

(e) If no Successor Property Trustee or Successor Delaware Trustee shall have been appointed and accepted appointment as provided in this Section 5.7 within 60 days after delivery of an instrument of resignation or removal, the Property Trustee or Delaware Trustee resigning or being removed, as applicable, may petition any court of competent jurisdiction for appointment of a Successor Property Trustee or Successor Delaware Trustee. Such court may thereupon, after prescribing such notice, if any, as it may deem proper and prescribe, appoint a Successor Property Trustee or Successor Delaware Trustee, as the case may be.

(f) No Property Trustee or Delaware Trustee shall be liable for the acts or omissions to act of any Successor Property Trustee or successor Delaware Trustee, as the case may be.

(g) All Trustees shall at all times be "United States Persons" within the meaning of Section 7701(a)(30) of the Code.

SECTION 5.8 Vacancies Among Trustees.

If a Trustee ceases to hold office for any reason and the number of Trustees is not reduced pursuant to Section 5.1, or if the number of Trustees is increased pursuant to Section 5.1, a vacancy shall occur. A resolution certifying the existence of such vacancy by the Regular Trustees or, if there are more than two, a majority of the Regular Trustees shall be conclusive evidence of the existence of such vacancy. The vacancy shall be filled with a Trustee appointed in accordance with Section 5.7.

SECTION 5.9 Effect of Vacancies.

The death, resignation, retirement, removal, bankruptcy, dissolution, liquidation, incompetence or incapacity to perform the duties of a Trustee shall not operate to annul the Trust. Whenever a vacancy in the number of Regular Trustees shall occur, until such vacancy is filled by the appointment of a Regular Trustee in accordance with Section 5.7, the Regular Trustees in office, regardless of their number, shall have all the powers granted to the Regular Trustees and shall discharge all the duties imposed upon the Regular Trustees by this Declaration.

SECTION 5.10 Meetings.

If there is more than one Regular Trustee, meetings of the Regular Trustees shall be held from time to time upon the call of any Regular Trustee. Regular meetings of the Regular Trustees may be held at a time and place fixed by resolution of the Regular Trustees. Notice of any in-person meetings of the Regular Trustees shall be hand delivered or otherwise delivered in writing (including by facsimile, with a hard copy by overnight courier) not less than 48 hours before such meeting. Notice of any telephonic meetings of the Regular Trustees or any committee thereof shall be hand delivered or otherwise delivered in writing (including by facsimile, with a hard copy by overnight courier) not less than 24 hours before a meeting. Notices shall contain a brief statement of the time, place and anticipated purposes of the meeting. The presence (whether in person or by telephone) of a Regular Trustee at a meeting shall constitute a waiver of notice of such meeting except where a Regular Trustee attends a meeting for the express purpose of objecting to the transaction of any activity on the ground that the meeting has not been lawfully called or convened. Unless provided otherwise in this Declaration, any action of the Regular Trustees may be taken at a meeting by vote of a majority of the Regular Trustees present (whether in person or by telephone) and eligible to vote with respect to such matter, provided that a Quorum is present, or without a meeting by the unanimous written consent of the Regular Trustees. Any and all actions of the Regular Trustees also may be evidenced by a written consent of such Regular Trustee.

SECTION 5.11 Delegation of Power.

(a) Any Regular Trustee may, by power of attorney consistent with applicable law, delegate to any other natural person over the age of 21 his or her power for the purpose of executing any documents contemplated in Section 3.6, including any registration statement or amendment thereto filed with the Commission, or making any other governmental filing; and

(b) The Regular Trustees shall have power to delegate from time to time to such of their number or to officers of the Trust the doing of such things and the execution of such instruments either in the name of the Trust or the names of the Regular Trustees or otherwise as the Regular Trustees may deem expedient, to the extent such delegation is not prohibited by applicable law or contrary to the provisions of the Trust, as set forth herein.

SECTION 5.12 Merger, Conversion, Consolidation, Amalgamation or Succession to Business.

Any Person into which the Property Trustee or the Delaware Trustee, as the case may be, may be merged or converted or with which either may be consolidated, or any Person resulting from any merger, conversion, consolidation or amalgamation to which the Property Trustee or the Delaware Trustee, as the case may be, shall be a party, or any Person succeeding to all or substantially all the corporate trust business of the Property Trustee or the Delaware Trustee, as

the case may be, shall be the successor of the Property Trustee or the Delaware Trustee, as the case may be, hereunder, provided such Person shall be otherwise qualified and eligible under this Article, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

ARTICLE 6 DISTRIBUTIONS; EXCHANGES

SECTION 6.1 Distributions

Holders shall receive Distributions at the times and in accordance with the applicable terms of the relevant Holder's Securities. If and to the extent that the Note Issuer makes a payment of interest (including Compounded Interest, as defined in the Indenture) and Additional Interest (as defined in the Indenture), premium or principal on the Notes held by the Property Trustee (the amount of any such payment being a "Payment Amount"), the Property Trustee shall and is directed, to the extent funds are available for that purpose and without further action by the Regular Trustees, to make a Distribution of the Payment Amount to Holders. The term "Distributions" as used herein includes such cash distributions and any such interest payable unless otherwise stated. Distributions shall be made on the Capital Securities and the Common Securities in accordance with the preferences set forth in their respective terms.

SECTION 6.2 Exchanges

(a) If at any time the Sponsor or any of its Affiliates (in any such case, a "Sponsor Affiliated Holder") is the Holder of any Capital Securities or is a Capital Security Beneficial Owner, such Sponsor Affiliated Holder shall have the right to deliver to the Property Trustee all or such portion of its Capital Securities as it elects and, subject to the terms of the Indenture, receive, in exchange therefor, Notes having an aggregate principal amount equal to the aggregate Liquidation Amount of the Capital Securities exchanged therefor (such an exchange being referred to herein as an "Exchange"). Such election (i) shall be exercisable, and shall be effective on any Business Day, provided that such Business Day is not a record date or any date falling between a record date and a date on which the related Distribution is payable, by such Sponsor Affiliated Holder delivering to the Property Trustee a written notice of such election specifying the aggregate Liquidation Amount of Capital Securities with respect to which such election is being made and the date on which such Exchange shall occur, which date shall be not less than three (3) Business Days after the date of receipt by the Property Trustee of such election notice and (ii) shall be conditioned upon such Sponsor Affiliated Holder having delivered or caused to be delivered to the Property Trustee or its designee the Capital Securities which are the subject of such election by 10:00 a.m. New York City time, on the date on which such Exchange is to occur. After the Exchange, such Capital Securities shall be cancelled and shall no longer be deemed to be outstanding and all rights of the Sponsor Affiliated Holder with respect to such Capital Securities shall cease. So long as the Capital Securities are in book-entry-only form, the delivery and the cancellation of the Capital Securities pursuant to this Section 6.2 shall be made in accordance with the customary procedures for the Clearing Agency for the Capital Securities.

(b) In the case of an Exchange described in Section 6.2(a), the Trust shall, at the written request of the Sponsor, on the date of such Exchange, exchange Notes having a principal amount equal to a proportional amount of the aggregate Liquidation Amount of the outstanding Common Securities, such proportional amount determined by multiplying the aggregate Liquidation Amount of the outstanding Common Securities by the ratio of the aggregate Liquidation Amount of the Capital Securities exchanged pursuant to Section 6.2(a) to the aggregate Liquidation Amount of the Capital Securities outstanding immediately prior to such Exchange, for such proportional amount of Common Securities held by the Sponsor (which contemporaneously shall be cancelled and no longer be deemed to be outstanding); provided, that the Sponsor delivers or causes to be delivered to the Property Trustee or its designee the required amount of Common Securities to be exchanged by 10:00 a.m., New York City time, on the date on which such Exchange is to occur.

ARTICLE 7 ISSUANCE OF SECURITIES

SECTION 7.1 General Provisions Regarding Securities.

(a) The Regular Trustees shall on behalf of the Trust issue the Capital Securities which shall have such terms as are set forth in a completed Designation of Terms in the form attached hereto as Annex I, in the amounts, at the times and with such additions, deletions, modifications and completions as may be approved by the Regular Trustees (the "Designation of Terms"), and one class of Common Securities representing undivided beneficial interests in the assets of the Trust in the amounts, at the times and having such terms as are set forth in a completed Designation of Terms. The Trust shall issue no securities or other interests in the assets of the Trust other than the Capital Securities and the Common Securities.

(b) The Regular Trustees shall negotiate the terms of the Underwriting Agreement relating to the Capital Securities.

(c) The Securities are subject to redemption as provided in the Designation of Terms.

(d) In certain circumstances, the Securities may be exchanged by the Note Issuer (or any of its Affiliates) for Notes as provided in Section 9.9.

(e) The Certificates shall be signed on behalf of the Trust by a Regular Trustee. Such signature shall be the manual signature of any present or any future Regular Trustee. In case any Regular Trustee of the Trust who shall have signed any of the Certificates shall cease to be such Regular Trustee before the Certificates so signed shall be delivered by the Trust, such Certificates nevertheless may be delivered as though the person who signed such Certificates had not ceased to be such Regular Trustee. Any Certificate may be signed on behalf of the Trust by such persons who, at the actual date of execution of such Security, shall be the Regular Trustees of the Trust, although at the date of the execution and delivery of the Declaration any such person was not such a

Regular Trustee. Certificates shall be typed, printed, lithographed or engraved or may be produced in any other manner as is reasonably acceptable to the Regular Trustees, as evidenced by their execution thereof, and may have such letters, numbers or other marks of identification or designation and such legends or endorsements as the Regular Trustees may deem appropriate, or as may be required to comply with any law or with any rule or regulation of any stock exchange on which Securities may be listed, or to conform to usage.

(f) The consideration received by the Trust for the issuance of the Securities shall constitute a contribution to the capital of the Trust and shall not constitute a loan to the Trust.

(g) Upon issuance of the Securities as provided in this Declaration, the Securities so issued shall be deemed to be validly issued, fully paid and non-assessable.

(h) Every Person, by virtue of having become a Holder or a Capital Security Beneficial Owner in accordance with the terms of this Declaration, shall be deemed to have expressly assented and agreed to the terms of, and shall be bound by, this Declaration, including the Designation of Terms.

(i) The Securities are not, and shall not be deemed to be, savings accounts or bank deposits or an obligation of or guaranteed by any banking affiliate of the Note Issuer and are not insured by the Federal Deposit Insurance Corporation or any other governmental agency.

SECTION 7.2 Paying Agent.

In the event that the Capital Securities are not in Book-Entry only form, the Trust shall maintain in New York, New York, an office or agency where the Capital Securities may be presented for payment ("Paying Agent"). The Trust may appoint the Paying Agent and may appoint one or more additional paying agents in such other locations as it shall determine and shall make such appointment in any other location required by law or the rules of any securities exchange on which the Capital Securities may be listed. The term "Paying Agent" includes any additional paying agent. The Trust may change any Paying Agent without prior notice to any Holder. The Trust shall notify the Property Trustee of the name and address of any Paying Agent not a party to this Declaration. If the Trust fails to appoint or maintain another entity as Paying Agent, the Property Trustee shall act as such. The Trust or any of its Affiliates may act as Paying Agent. The Property Trustee shall initially act as Paying Agent for the Capital Securities and the Trust shall initially act as Paying Agent for the Common Securities.

ARTICLE 8 TERMINATION OF TRUST

SECTION 8.1 Termination of Trust.

(a) The Trust shall dissolve:

(i) upon the bankruptcy of the Sponsor;

(ii) upon the filing of a certificate of dissolution or its equivalent with respect to the Sponsor; upon the consent of a Majority in liquidation amount of the Securities voting together as a single class to dissolve the Trust; or upon the revocation of the Sponsor's charter and the expiration of 90 days after the date of revocation without a reinstatement thereof;

(iii) upon the entry of a decree of judicial dissolution of the Holder of the Common Securities, the Sponsor or the Trust;

(iv) when all of the Securities shall have been called for redemption and the amounts necessary for redemption thereof shall have been paid to the Holders in accordance with the terms of the Securities;

(v) at the election of the Sponsor at any time pursuant to which the Trust shall have been dissolved in accordance with the terms of the Securities and all of the Notes shall have been distributed to the Holders of Securities in exchange for all of the Securities;

(vi) before the issuance of any Securities, with the consent of all of the Regular Trustees and the Sponsor; or

(vii) when all of the Securities shall have been exchanged for Notes in accordance with Section 9.9.

(b) As soon as is practicable after the occurrence of an event referred to in Section 8.1(a), the Trustees shall, after satisfaction of all obligations of the Trust, file a certificate of cancellation with the Secretary of State of the State of Delaware and the Trust shall terminate.

(c) The provisions of Section 3.9 and Article 10 shall survive the termination of the Trust.

ARTICLE 9
TRANSFER OF INTERESTS; FORM OF SECURITIES; EXCHANGE BY NOTE
ISSUER

SECTION 9.1 Transfer of Securities.

(a) Securities may only be transferred, in whole or in part, in accordance with the terms and conditions set forth in this Declaration and in the terms of the Securities. Any transfer or purported transfer of any Security not made in accordance with this Declaration shall be null and void.

(b) Subject to this Article 9 and Section 4.3, the Sponsor and any Related Party may only transfer Common Securities to the Sponsor or a Related Party of the

Sponsor; provided that any such transfer is subject to the condition precedent that the transferor obtain the written opinion of a nationally recognized independent counsel experienced in such matters that such transfer would not cause more than an insubstantial risk that:

- (i) the Trust would not be classified for United States federal income tax purposes as an association or a publicly traded partnership taxable as a corporation; and
- (ii) the Trust would be an Investment Company or the transferee would become an Investment Company.

SECTION 9.2 Transfer of Certificates.

The Regular Trustees shall provide for the registration of Certificates and of transfers of Certificates, which will be effected without charge but only upon payment (with such indemnity as the Regular Trustees may require) in respect of any tax or other government charges that may be imposed in relation to it. Upon surrender for registration of transfer of any Certificate, the Regular Trustees shall cause one or more new Certificates to be issued in the name of the designated transferee or transferees. Every Certificate surrendered for registration of transfer shall be accompanied by a written instrument of transfer in form satisfactory to the Regular Trustees duly executed by the Holder or such Holder's attorney duly authorized in writing. Each Certificate surrendered for registration of transfer shall be canceled by the Regular Trustees. A transferee of a Certificate shall be entitled to the rights and subject to the obligations of a Holder hereunder upon the receipt by such transferee of a Certificate. By acceptance of a Certificate, each transferee shall be deemed to have agreed to be bound by this Declaration.

SECTION 9.3 Deemed Security Holders.

The Trustees may treat the Person in whose name any Certificate shall be registered on the books and records of the Trust as the sole holder of such Certificate and of the Securities represented by such Certificate for purposes of receiving Distributions and for all other purposes whatsoever and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such Certificate or in the Securities represented by such Certificate on the part of any Person, whether or not the Trust shall have actual or other notice thereof.

SECTION 9.4 Book-Entry Interests.

Unless otherwise specified in the terms of the Capital Securities, the Capital Securities Certificates, on original issuance, will be issued in the form of one or more fully registered, global Capital Security Certificates (each a "Global Security"), to be delivered to the Depository, which also shall be the initial Clearing Agency, by, or on behalf of, the Trust. Such Global Securities shall initially be registered on the books and records of the Trust in the name of Cede & Co., the nominee of the Depository, and no Capital Security Beneficial Owner will receive a definitive Capital Security Certificate representing such Capital Security Beneficial Owner's interests in such Global Securities, except as provided in Section 9.7. Unless and until definitive, fully registered Capital Security Certificates (the "Definitive Capital Security Certificates") have been issued to the Capital Security Beneficial Owners pursuant to Section 9.7:

- (a) the provisions of this Section 9.4 shall be in full force and effect;

(b) the Trust and the Trustees shall be entitled to deal with the Clearing Agency for all purposes of this Declaration (including the payment of Distributions on the Global Securities and receiving approvals, votes or consents hereunder) as the sole Holder of the Capital Securities and shall have no obligation to the Capital Security Beneficial Owners;

(c) to the extent that the provisions of this Section 9.4 conflict with any other provisions of this Declaration, the provisions of this Section 9.4 shall control; and

(d) the rights of the Capital Security Beneficial Owners shall be exercised only through the Clearing Agency and shall be limited to those established by law and agreements between such Capital Security Beneficial Owners and the Clearing Agency and/or the Clearing Agency Participants. The Depository will make Book-Entry transfers among the Clearing Agency Participants and receive and transmit payments of Distributions on the Global Securities to such Clearing Agency Participants.

SECTION 9.5 Notices to Clearing Agency.

Whenever a notice or other communication to the Capital Security Holders is required under this Declaration, unless and until Definitive Capital Security Certificates shall have been issued to the Capital Security Beneficial Owners pursuant to Section 9.7, the Regular Trustees shall give all such notices and communications specified herein to be given to the Capital Security Holders to the Clearing Agency, and shall have no notice obligations to the Capital Security Beneficial Owners.

SECTION 9.6 Appointment of Successor Clearing Agency.

If any Clearing Agency elects to discontinue its services as securities depository with respect to the Capital Securities, the Regular Trustees may, in their sole discretion, appoint a successor Clearing Agency with respect to such Capital Securities.

SECTION 9.7 Definitive Capital Security Certificates.

If:

(a) a Clearing Agency elects to discontinue its services as securities depository with respect to the Capital Securities and a successor Clearing Agency is not appointed within 90 days after such discontinuance pursuant to Section 9.6; or

(b) the Regular Trustees elect after consultation with the Sponsor to terminate the Book-Entry system through the Clearing Agency with respect to the Capital Securities;

then:

(c) Definitive Capital Security Certificates shall be prepared by the Regular Trustees on behalf of the Trust with respect to such Capital Securities; and

(d) upon surrender of the Global Securities by the Clearing Agency, accompanied by registration instructions, the Regular Trustees shall cause Definitive Capital Security Certificates to be delivered to Capital Security Beneficial Owners in accordance with the instructions of the Clearing Agency. Neither the Trustees nor the Trust shall be liable for any delay in delivery of such instructions and each of them may conclusively rely on and shall be protected in relying on, said instructions of the Clearing Agency. The Definitive Capital Security Certificates shall be typed, printed, lithographed or engraved or may be produced in any other manner as is reasonably acceptable to the Regular Trustees, as evidenced by their execution thereof, and may have such letters, numbers or other marks of identification or designation and such legends or endorsements as the Regular Trustees may deem appropriate, or as may be required to comply with any law or with any rule or regulation made pursuant thereto or with any rule or regulation of any stock exchange on which Capital Securities may be listed, or to conform to usage.

Otherwise, Definitive Capital Security Certificates will not be issued.

SECTION 9.8 Mutilated, Destroyed, Lost or Stolen Certificates.

If:

(a) any mutilated Certificates should be surrendered to the Regular Trustees, or if the Regular Trustees shall receive evidence to their satisfaction of the destruction, loss or theft of any Certificate; and

(b) there shall be delivered to the Regular Trustees such security or indemnity as may be required by them to keep each of them harmless,

then, in the absence of notice that such Certificate shall have been acquired by a bona fide purchaser, any Regular Trustee on behalf of the Trust shall execute and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Certificate, a new Certificate of like denomination. In connection with the issuance of any new Certificate under this Section 9.8, the Regular Trustees may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith. Any duplicate Certificate issued pursuant to this Section shall constitute conclusive evidence of an ownership interest in the relevant Securities, as if originally issued, whether or not the lost, stolen or destroyed Certificate shall be found at any time.

SECTION 9.9 Exchange by Note Issuer.

(a) If at any time the Note Issuer or any of its Affiliates (in either case, an "Issuer Affiliated Holder") is the Holder of any Capital Securities, such Issuer Affiliated

Holder shall have the right to deliver to the Property Trustee all or such portion of its Capital Securities as it elects and receive, in exchange therefor, Notes in an aggregate principal amount equal to the aggregate liquidation amount of, with accrued and unpaid interest equal to any accumulated and unpaid Distributions on, such Capital Securities. Such election (i) shall be exercisable effective on any Distribution Payment Date by such Issuer Affiliated Holder delivering to the Property Trustee a written notice of such election specifying the aggregate liquidation amount of the Capital Securities with respect to which such election is being made and the Distribution Payment Date on which such exchange shall occur, which Distribution Payment Date shall be not less than 10 Business Days after the date of receipt by the Property Trustee of such election notice and (ii) shall be conditioned upon such Issuer Affiliated Holder having delivered or caused to be delivered to the Property Trustee or its designee the Capital Securities which are the subject of such election by 10:00 a.m. New York City time on the Distribution Payment Date on which such exchange is to occur. After the exchange, such Capital Securities will be canceled and will no longer be deemed to be outstanding, and all rights of the Note Issuer or its Affiliate(s) with respect to such Capital Securities will cease.

(b) In the case of an exchange described in Section 9.9(a) above, the Trust will, on the date of such exchange, exchange Notes having a principal amount equal to a proportional amount of the aggregate liquidation amount of the outstanding Common Securities based on the ratio of the aggregate liquidation amount of the Capital Securities exchanged pursuant to Section 9.9(a) above divided by the aggregate liquidation amount of the Capital Securities outstanding immediately prior to such exchange, for such proportional amount of Common Securities held by the Note Issuer; provided that the Note Issuer delivers or causes to be delivered to the Property Trustee or its designee the required amount of Common Securities to be exchanged by 10:00 a.m., New York City time, on the Distribution Payment Date on which such exchange is to occur. After the exchange, such Common Securities will be canceled and will no longer be deemed to be outstanding, and all rights of the Note Issuer or its Affiliate(s) with respect to such Common Securities will cease.

ARTICLE 10
LIMITATION OF LIABILITY OF
HOLDERS OF SECURITIES, TRUSTEES OR OTHERS

SECTION 10.1 Liability.

(a) Except as expressly set forth in this Declaration, the Securities Guarantees and the terms of the Securities, the Sponsor shall not:

(i) be personally liable for the return of any portion of the capital contributions (or any return thereon) of the Holders of the Securities which shall be made solely from assets of the Trust; and

(ii) be required to pay to the Trust or to any Holder of Securities any deficit upon dissolution of the Trust or otherwise.

(b) Pursuant to Section 3803(a) of the Statutory Trust Act, the Holders of the Capital Securities shall be entitled to the same limitation of personal liability extended to stockholders of private corporations organized for profit under the General Corporation Law of the State of Delaware.

SECTION 10.2 Exculpation.

(a) No Indemnified Person shall be liable, responsible or accountable in damages or otherwise to the Trust or any Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Indemnified Person in good faith on behalf of the Trust and in a manner such Indemnified Person reasonably believed to be within the scope of the authority conferred on such Indemnified Person by this Declaration or by law, except that an Indemnified Person shall be liable for any such loss, damage or claim incurred by reason of such Indemnified Person's gross negligence (or negligence in the case of the Property Trustee) or willful misconduct with respect to such acts or omissions.

(b) An Indemnified Person shall be fully protected in relying in good faith upon the records of the Trust and upon such information, opinions, reports or statements presented to the Trust by any Person as to matters the Indemnified Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Trust, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which Distributions to Holders of Securities might properly be paid.

SECTION 10.3 Fiduciary Duty.

(a) To the extent that, at law or in equity, an Indemnified Person has duties (including fiduciary duties) and liabilities relating thereto to the Trust or to any other Covered Person, an Indemnified Person acting under this Declaration shall not be liable to the Trust or to any other Covered Person for its good faith reliance on the provisions of this Declaration. The provisions of this Declaration, to the extent that they restrict or eliminate the duties and liabilities of an Indemnified Person otherwise existing at law or in equity (other than the duties imposed on the Property Trustee under the Trust Indenture Act), are agreed by the parties hereto to replace such other duties and liabilities of such Indemnified Person.

(b) Unless otherwise expressly provided herein:

(i) whenever a conflict of interest exists or arises between any Covered Persons; or

(ii) whenever this Declaration or any other agreement contemplated herein or therein provides that an Indemnified Person shall act in a manner that is, or provides terms that are, fair and reasonable to the Trust or any Holder of Securities;

the Indemnified Person shall resolve such conflict of interest, take such action or provide such terms, considering in each case the relative interest of each party (including its own interest) to such conflict, agreement, transaction or situation and the benefits and burdens relating to such interests, any customary or accepted industry practices, and any applicable generally accepted accounting practices or principles. In the absence of bad faith by the Indemnified Person, the resolution, action or term so made, taken or provided by the Indemnified Person shall not constitute a breach of this Declaration or any other agreement contemplated herein or of any duty or obligation of the Indemnified Person at law or in equity or otherwise.

(c) Whenever in this Declaration an Indemnified Person is permitted or required to make a decision:

(i) in its "discretion" or under a grant of similar authority, the Indemnified Person shall be entitled to consider such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Trust or any other Person; or

(ii) in its "good faith" or under another express standard, the Indemnified Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Declaration or by applicable law.

SECTION 10.4 **Indemnification.**

(a) (i) The Note Issuer shall indemnify, to the full extent permitted by law, any Company Indemnified Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Trust) by reason of the fact that he is or was a Company Indemnified Person against expenses (including attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Trust, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Company Indemnified Person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Trust, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(ii) The Note Issuer shall indemnify, to the full extent permitted by law, any Company Indemnified Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Trust to procure a judgment in its favor by reason of the fact that he is or was a Company Indemnified Person against expenses (including

attorneys' fees and expenses) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Trust and except that no such indemnification shall be made in respect of any claim, issue or matter as to which such Company Indemnified Person shall have been adjudged to be liable to the Trust unless and only to the extent that the Court of Chancery of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such Court of Chancery or such other court shall deem proper.

(iii) To the extent that a Company Indemnified Person shall be successful on the merits or otherwise (including dismissal of an action without prejudice or the settlement of an action without admission of liability) in defense of any action, suit or proceeding referred to in paragraphs (i) and (ii) of this Section 10.4(a), or in defense of any claim, issue or matter therein, he shall be indemnified, to the full extent permitted by law, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(iv) Any indemnification under paragraphs (i) and (ii) of this Section 10.4(a) (unless ordered by a court) shall be made by the Note Issuer only as authorized in the specific case upon a determination that indemnification of the Company Indemnified Person is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraphs (i) and (ii). Such determination shall be made (A) by the Regular Trustees by a majority vote of a quorum consisting of such Regular Trustees who were not parties to such action, suit or proceeding, (B) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Regular Trustees so directs, by independent legal counsel in a written opinion, or (C) by the Holders of the Common Securities.

(v) Expenses (including reasonable attorneys' fees and expenses) incurred by a Company Indemnified Person in defending a civil, criminal, administrative or investigative action, suit or proceeding referred to in paragraphs (i) and (ii) of this Section 10.4(a) shall be paid by the Note Issuer in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Company Indemnified Person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Note Issuer as authorized in this Section 10.4(a). Notwithstanding the foregoing, no advance shall be made by the Note Issuer if a determination is reasonably and promptly made (A) by the Regular Trustees by a majority vote of a quorum of disinterested Regular Trustees, (B) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Regular Trustees so directs, by independent legal counsel in a written opinion or (C) the Common Security Holder of the Trust, that, based upon the facts known to the Regular Trustees, counsel or the Common Security Holder at the time such determination

is made, such Company Indemnified Person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the Trust, or, with respect to any criminal proceeding, that such Company Indemnified Person believed or had reasonable cause to believe his conduct was unlawful. In no event shall any advance be made in instances where the Regular Trustees, independent legal counsel or Common Security Holder reasonably determine that such person deliberately breached his duty to the Trust or to the Holders of the Common or Capital Securities.

(vi) The indemnification and advancement of expenses provided by, or granted pursuant to, the other paragraphs of this Section 10.4(a) shall not be deemed exclusive of any other rights to which those seeking indemnification and advancement of expenses may be entitled under any agreement, vote of stockholders or disinterested directors of the Note Issuer or Capital Security Holders of the Trust or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. All rights to indemnification under this Section 10.4(a) shall be deemed to be provided by a contract between the Note Issuer and each Company Indemnified Person who serves in such capacity at any time while this Section 10.4(a) is in effect. Any repeal or modification of this Section 10.4(a) shall not affect any rights or obligations then existing.

(vii) The Note Issuer or the Trust may purchase and maintain insurance on behalf of any person who is or was a Company Indemnified Person against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Note Issuer would have the power to indemnify him against such liability under the provisions of this Section 10.4(a).

(viii) For purposes of this Section 10.4(a), references to “the Trust” shall include, in addition to the resulting or surviving entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger, so that any person who is or was a director, trustee, officer or employee of such constituent entity, or is or was serving at the request of such constituent entity as a director, trustee, officer, employee or agent of another entity, shall stand in the same position under the provisions of this Section 10.4(a) with respect to the resulting or surviving entity as he would have with respect to such constituent entity if its separate existence had continued.

(ix) The indemnification and advancement of expenses provided by, or granted pursuant to, this Section 10.4(a) shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Company Indemnified Person and shall inure to the benefit of the heirs, executors and administrators of such a person.

(b) The Note Issuer agrees to indemnify the (i) Property Trustee, (ii) the Delaware Trustee, (iii) any Affiliate of the Property Trustee or the Delaware Trustee, and (iv) any officers, directors, shareholders, members, partners, employees, representatives,

custodians, nominees or agents of the Property Trustee or the Delaware Trustee (each of the Persons in (i) through (iv) being referred to as a “Fiduciary Indemnified Person”) for, and to hold each Fiduciary Indemnified Person harmless against, any and all loss, liability, damage, claim or expense including taxes (other than taxes based on the income of such Fiduciary Indemnified Person) incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of the trust or trusts hereunder, including the costs and expenses (including reasonable legal fees and expenses) of defending itself against or investigating any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder. The obligation to indemnify as set forth in this Section 10.4(b) shall survive the satisfaction and discharge of this Declaration.

SECTION 10.5 Outside Businesses.

Any Covered Person, the Sponsor, the Delaware Trustee and the Property Trustee may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Trust, and the Trust and the Holders of Securities shall have no rights by virtue of this Declaration in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Trust, shall not be deemed wrongful or improper. No Covered Person, the Sponsor, the Delaware Trustee, or the Property Trustee shall be obligated to present any particular investment or other opportunity to the Trust even if such opportunity is of a character that, if presented to the Trust, could be taken by the Trust, and any Covered Person, the Sponsor, the Delaware Trustee and the Property Trustee shall have the right to take for its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment or other opportunity. Any Covered Person, the Delaware Trustee and the Property Trustee may engage or be interested in any financial or other transaction with the Sponsor or any Affiliate of the Sponsor, or may act as depository for, trustee or agent for, or act on any committee or body of holders of, securities or other obligations of the Sponsor or its Affiliates.

**ARTICLE 11
ACCOUNTING**

SECTION 11.1 Fiscal Year.

The fiscal year (“Fiscal Year”) of the Trust shall be the calendar year or such other year as is required by the Code.

SECTION 11.2 Certain Accounting Matters.

(a) At all times during the existence of the Trust, the Regular Trustees shall keep, or cause to be kept, full books of account, records and supporting documents, which shall reflect in reasonable detail each transaction of the Trust.

(b) The Regular Trustees shall cause to be duly prepared and delivered to each of the Holders of Securities any annual United States federal income tax information

statement, required by the Code, containing such information with regard to the Securities held by each Holder as is required by the Code and the Treasury Regulations. The Regular Trustees shall endeavor to deliver all such statements within such period after the end of each Fiscal Year of the Trust as required by the Treasury Regulations; and

(c) The Regular Trustees shall cause to be duly prepared and filed with the appropriate taxing authority, an annual United States federal income tax return, on a Form 1041 or such other form required by United States federal income tax law, and any other annual income tax returns required to be filed by the Regular Trustees on behalf of the Trust with any state or local taxing authority.

SECTION 11.3 **Banking.**

The Trust shall maintain one or more bank accounts in the name and for the sole benefit of the Trust; provided, however, that all payments of funds in respect of the Notes held by the Property Trustee shall be made directly to the Property Trustee Account and no other funds of the Trust shall be deposited in the Property Trustee Account. The sole signatories for such accounts shall be designated by the Regular Trustees; provided, however, that the Property Trustee shall designate the signatories for the Property Trustee Account.

SECTION 11.4 **Withholding.**

The Trust and the Regular Trustees shall comply with all withholding requirements under United States federal, state and local law. The Trust shall request, and the Holders shall provide to the Trust, such forms or certificates as are necessary to establish an exemption from withholding with respect to each Holder, and any representations and forms as shall reasonably be requested by the Trust to assist it in determining the extent of, and in fulfilling, its withholding obligations. The Regular Trustees shall file required forms with applicable jurisdictions and, unless an exemption from withholding is properly established by a Holder, shall remit amounts withheld with respect to the Holder to applicable jurisdictions. To the extent that the Trust is required to withhold and pay over any amounts to any authority with respect to distributions or allocations to any Holder, the amount withheld shall be deemed to be a distribution in the amount of the withholding to the Holder. In the event of any claim over withholding, the Holders shall be limited to an action against the applicable jurisdiction. If the amount required to be withheld was not withheld from actual Distributions made, the Trust may reduce subsequent Distributions by the amount of such withholding.

ARTICLE 12 AMENDMENTS AND MEETINGS

SECTION 12.1 **Amendments.**

(a) Except as otherwise provided in this Declaration or by any applicable terms of the Securities, this Declaration may only be amended by a written instrument approved and executed by:

(i) the Regular Trustees (or, if there are more than two Regular Trustees a majority of the Regular Trustees);

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- (ii) if the amendment affects the rights, powers, duties, obligations or immunities of the Property Trustee, the Property Trustee; and
 - (iii) if the amendment affects the rights, powers, duties, obligations or immunities of the Delaware Trustee, the Delaware Trustee.
- (b) No amendment shall be made, and any such purported amendment shall be void and ineffective:
- (i) unless, in the case of any proposed amendment, the Property Trustee shall have first received an Officers' Certificate from each of the Trust and the Sponsor that such amendment is permitted by, and conforms to, the terms of this Declaration (including the terms of the Securities);
 - (ii) unless, in the case of any proposed amendment which affects the rights, powers, duties, obligations or immunities of the Property Trustee, the Property Trustee shall have first received:
 - (A) an Officers' Certificate from each of the Trust and the Sponsor that such amendment is permitted by, and conforms to, the terms of this Declaration (including the terms of the Securities); and
 - (B) an opinion of counsel (who may be counsel to the Sponsor or the Trust) that such amendment is permitted by, and conforms to, the terms of this Declaration (including the terms of the Securities); and
 - (iii) to the extent the result of such amendment would be to:
 - (A) cause the Trust to fail to continue to be classified for purposes of United States federal income taxation as a grantor trust;
 - (B) reduce or otherwise adversely affect the powers of the Property Trustee in contravention of the Trust Indenture Act; or
 - (C) cause the Trust to be deemed to be an Investment Company required to be registered under the Investment Company Act.
- (c) At such time after the Trust has issued any Securities that remain outstanding, any amendment that would adversely affect the rights, privileges or preferences of any Holder of Securities may be effected only with such additional requirements as may be set forth in the terms of such Securities.
- (d) Section 10.1(b) and this Section 12.1 shall not be amended without the consent of all of the Holders of the Securities.

(e) Article 4 shall not be amended without the consent of the Holders of a Majority in liquidation amount of the Common Securities.

(f) The rights of the holders of the Common Securities under Article 5 to increase or decrease the number of, and appoint and remove Trustees, shall not be amended without the consent of the Holders of a Majority in liquidation amount of the Common Securities.

(g) Notwithstanding Section 12.1(c), this Declaration may be amended without the consent of the Holders of the Securities to:

- (i) cure any ambiguity;
- (ii) correct or supplement any provision in this Declaration that may be defective or inconsistent with any other provision of this Declaration;
- (iii) add to the covenants, restrictions or obligations of the Sponsor;
- (iv) conform to any change in Rule 3a-5 or any written change in interpretation or application of Rule 3a-5 by any legislative body, court, government agency or regulatory authority which amendment does not have a material adverse effect on the right, preferences or privileges of the Holders;
- (v) modify, eliminate and add to any provision of the Declaration to such extent as may be necessary to carry out its provisions, including making any redemption of the Notes or dissolution of the Trust and distribution of the Notes to the Holders of the Securities in exchange for all of the Securities; and
- (vi) evidence and provide for the appointment of Successor Trustees hereunder.

SECTION 12.2 Meetings of the Holders of Securities; Action by Written Consent.

(a) Meetings of the Holders of any class of Securities may be called at any time by the Regular Trustees (or as provided in the terms of the Securities) to consider and act on any matter on which Holders of such class of Securities are entitled to act under the terms of this Declaration, the terms of the Securities or the rules of any stock exchange on which the Capital Securities are listed or admitted for trading. The Regular Trustees shall call a meeting of the Holders of such class if directed to do so by the Holders of at least 10% in liquidation amount of such class of Securities. Such direction shall be given by delivering to the Regular Trustees one or more calls in a writing stating that the signing Holders of Securities wish to call a meeting and indicating the general or specific purpose for which the meeting is to be called. Any Holders of Securities calling a meeting shall specify in writing the Security Certificates held by the Holders of Securities exercising the right to call a meeting and only those Securities specified shall be counted for purposes of determining whether the required percentage set forth in the second sentence of this paragraph has been met.

(b) Except to the extent otherwise provided in the terms of the Securities, the following provisions shall apply to meetings of Holders of Securities:

(i) notice of any such meeting shall be given to all the Holders of Securities having a right to vote thereat at least seven days and not more than 60 days before the date of such meeting. Whenever a vote, consent or approval of the Holders of Securities is permitted or required under this Declaration or the rules of any stock exchange on which the Capital Securities are listed or admitted for trading, such vote, consent or approval may be given at a meeting of the Holders of Securities. Any action that may be taken at a meeting of the Holders of Securities may be taken without a meeting if a consent in writing setting forth the action so taken is signed by the Holders of Securities owning not less than the minimum amount of Securities in liquidation amount that would be necessary to authorize or take such action at a meeting at which all Holders of Securities having a right to vote thereon were present and voting. Prompt notice of the taking of action without a meeting shall be given to the Holders of Securities entitled to vote who have not consented in writing. The Regular Trustees may specify that any written ballot submitted to the Security Holder for the purpose of taking any action without a meeting shall be returned to the Trust within the time specified by the Regular Trustees;

(ii) each Holder of a Security may authorize any Person to act for it by proxy on all matters in which a Holder of Securities is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. No proxy shall be valid after the expiration of 11 months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Holder of Securities executing it. Except as otherwise provided herein, all matters relating to the giving, voting or validity of proxies shall be governed by the General Corporation Law of the State of Delaware relating to proxies, and judicial interpretations thereunder, as if the Trust were a Delaware corporation and the Holders of the Securities were stockholders of a Delaware corporation;

(iii) each meeting of the Holders of the Securities shall be conducted by the Regular Trustees or by such other Person that the Regular Trustees may designate; and

(iv) unless the Statutory Trust Act, this Declaration, the terms of the Securities, the Trust Indenture Act or the listing rules of any stock exchange on which the Capital Securities are then listed or trading otherwise provide, the Regular Trustees, in their sole discretion, shall establish all other provisions relating to meetings of Holders of Securities, including notice of the time, place or purpose of any meeting at which any matter is to be voted on by any Holders of Securities, waiver of any such notice, action by consent without a meeting, the establishment of a record date, quorum requirements, voting in person or by proxy or any other matter with respect to the exercise of any such right to vote.

ARTICLE 13
REPRESENTATIONS OF PROPERTY TRUSTEE
AND DELAWARE TRUSTEE

SECTION 13.1 Representations and Warranties of Property Trustee.

The Trustee that acts as initial Property Trustee represents and warrants to the Trust and to the Sponsor at the date of this Declaration, and each Successor Property Trustee represents and warrants to the Trust and the Sponsor at the time of the Successor Property Trustee's acceptance of its appointment as Property Trustee, that:

(a) the Property Trustee is a state or federal banking corporation with trust powers and the authority to execute and deliver, and to carry out and perform its obligations under the terms of, this Declaration;

(b) the execution, delivery and performance by the Property Trustee of the Declaration has been duly authorized by all necessary corporate action on the part of the Property Trustee. The Declaration has been duly executed and delivered by the Property Trustee, and it constitutes a legal, valid and binding obligation of the Property Trustee, enforceable against it in accordance with its terms, subject to applicable bankruptcy, reorganization, moratorium, insolvency, and other similar laws affecting creditors' rights generally and to general principles of equity and the discretion of the court (regardless of whether the enforcement of such remedies is considered in a proceeding in equity or at law);

(c) the execution, delivery and performance of this Declaration by the Property Trustee does not conflict with or constitute a breach of the charter or by-laws of the Property Trustee; and

(d) no consent, approval or authorization of, or registration with or notice to, any New York State or federal banking authority is required for the execution, delivery or performance by the Property Trustee of this Declaration.

SECTION 13.2 Representations and Warranties of Delaware Trustee.

The Trustee that acts as initial Delaware Trustee represents and warrants to the Trust and to the Sponsor at the date of this Declaration, and each Successor Delaware Trustee represents and warrants to the Trust and the Sponsor at the time of the Successor Delaware Trustee's acceptance of its appointment as Delaware Trustee, that:

(a) the Delaware Trustee is duly organized, validly existing and in good standing under the laws of the State of Delaware, with trust powers and the authority to execute and deliver, and to carry out and perform its obligations under the terms of, this Declaration;

(b) the Delaware Trustee has been authorized to perform its obligations under the Certificate of Trust and the Declaration. The Declaration under Delaware law

constitutes a legal, valid and binding obligation of the Delaware Trustee, enforceable against it in accordance with its terms, subject to applicable bankruptcy, reorganization, moratorium, insolvency, and other similar laws affecting creditors' rights generally and to general principles of equity and the discretion of the court (regardless of whether the enforcement of such remedies is considered in a proceeding in equity or at law);

(c) no consent, approval or authorization of, or registration with or notice to, any federal banking authority is required for the execution, delivery or performance by the Delaware Trustee of this Declaration; and

(d) the Delaware Trustee is an entity which has its principal place of business in the State of Delaware.

ARTICLE 14 MISCELLANEOUS

SECTION 14.1 Notices.

All notices provided for in this Declaration shall be in writing, duly signed by the party giving such notice, and shall be delivered, faxed or mailed by first class mail, as follows:

(a) if given to the Trust, in care of the Regular Trustees at the Trust's mailing address set forth below (or such other address as the Trust may give notice of to the Holders of the Securities):

BAC Capital Trust []
c/o Bank of America Corporation
Bank of America Corporate Center
NC1-007-07-13
100 North Tryon Street
Charlotte, North Carolina 28255
Facsimile: (704) 386-0270
Attention: Corporate Treasury–Securities Administration

(b) if given to the Delaware Trustee, at the mailing address set forth below (or such other address as the Delaware Trustee may give notice of to the Holders of the Securities):

BNY Mellon Trust of Delaware
502 White Clay Center, Route 273
Newark, Delaware 19711
Attention: Corporate Trust Trustee Administration

(c) if given to the Property Trustee, at the Property Trustee's mailing address set forth below (or such other address as the Property Trustee may give notice of to the Holders of the Securities):

The Bank of New York Mellon Trust Company, N.A.
10161 Centurion Parkway
Jacksonville, Florida 32256
Attention: Corporate Trust Administration

(d) if given to the Holder of the Common Securities, at the mailing address of the Sponsor set forth below (or such other address as the Holder of the Common Securities may give notice to the Trust):

Bank of America Corporation
Bank of America Corporate Center
NC1-007-07-13
100 North Tryon Street
Charlotte, North Carolina 28255
Attention: Corporate Treasury–Securities Administration

(e) if given to any other Holder, at the address set forth on the books and records of the Trust.

All such notices shall be deemed to have been given when received in person, faxed with receipt confirmed, or mailed by first class mail, postage prepaid except that if a notice or other document is refused delivery or cannot be delivered because of a changed address of which no notice was given, such notice or other document shall be deemed to have been delivered on the date of such refusal or inability to deliver.

SECTION 14.2 Governing Law.

This Declaration and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws.

SECTION 14.3 Intention of the Parties.

It is the intention of the parties hereto that the Trust be classified for United States federal income tax purposes as a grantor trust. The provisions of this Declaration shall be interpreted to further this intention of the parties.

SECTION 14.4 Headings.

Headings contained in this Declaration are inserted for convenience of reference only and do not affect the interpretation of this Declaration or any provision hereof.

SECTION 14.5 **Successors and Assigns.**

Whenever in this Declaration any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included, and all covenants and agreements in this Declaration by the Sponsor and the Trustees shall bind and inure to the benefit of their respective successors and assigns, whether so expressed.

SECTION 14.6 **Partial Enforceability.**

If any provision of this Declaration, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Declaration, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

SECTION 14.7 **Counterparts: Acceptance.**

This Declaration may contain more than one counterpart of the signature page and this Declaration may be executed by the affixing of the signature of each of the Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Each Trustee, by its execution of a counterpart of this Declaration, acknowledges and accepts its appointment as Trustee.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed as of the day and year first above written.

[], as Regular Trustee

[], as Regular Trustee

[], as Regular Trustee

BNY MELLON TRUST OF DELAWARE, as
Delaware Trustee

By: _____
Name: _____
Title: _____

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Property Trustee

By: _____
Name: _____
Title: _____

BANK OF AMERICA CORPORATION, as Sponsor

By: _____
Name: _____
Title: _____

ANNEX I

BAC CAPITAL TRUST []
DESIGNATION OF TERMS OF
[] % [FLOATING RATE] CAPITAL SECURITIES AND
[] % [FLOATING RATE] COMMON SECURITIES

Pursuant to Section 7.1 of the Amended and Restated Declaration of Trust, dated as of [], (as amended from time to time, the "Declaration"), the designation, rights, privileges, restrictions, preferences and other terms and provisions of the Capital Securities and the Common Securities are set out below (each capitalized term used but not defined herein has the meaning set forth in the Declaration);

1. Designation and Number.

(a) Capital Securities. The Capital Securities of the Trust (liquidation amount \$[] per Capital Security) are hereby designated for purposes of identification only as "BAC Capital Trust [] [Floating Rate] Capital Securities" (the "Capital Securities"). [Initially,] the Trust shall issue [] Capital Securities with an aggregate liquidation amount of \$[]. The Capital Security Certificates evidencing the Capital Securities shall be substantially in the form of Exhibit A-1 to the Declaration, with such changes and additions thereto or deletions therefrom as may be required by ordinary usage, custom or practice or to conform to the rules of any stock exchange on which the Capital Securities are listed.

(b) Common Securities. The Common Securities of the Trust are hereby designated for purposes of identification only as "BAC Capital Trust [] [Floating Rate] Common Securities" (the "Common Securities"). The Common Securities shall have an aggregate liquidation amount of \$[]. The Common Security Certificate evidencing the Common Securities shall be substantially in the form of Exhibit A-2 to the Declaration, with such changes and additions thereto or deletions therefrom as may be required by ordinary usage, custom or practice.

(c) Upon exercise of the Option by the Underwriters, the Trust may issue up to an additional [] Capital Securities and up to an additional [] Common Securities. References in this Designation of Terms or in the Declaration to Securities, Capital Securities or Common Securities shall include the Securities so issued. At the time of the issue of Additional Securities, the Trust and the Sponsor shall execute a certificate in the form of Annex A-I to the Declaration.]

2. Distributions.

(a) Distributions on the Securities will be payable at [an annual rate of []% (the "Coupon Rate")] [an annual floating rate equal to Three-Month LIBOR (as defined in the Supplemental Indenture) plus a spread of []% (the "Coupon Rate")] of the stated liquidation amount of \$[] per Capital Security and of the aggregate liquidation amount of \$[] for the Common Securities, such rate being the interest rate payable on the Notes to be held by the Property Trustee. Distributions in arrears for more than one [quarter] [semi-annual period]

will bear interest thereon at the Coupon Rate compounded [quarterly] [semi-annually] (to the extent permitted by applicable law). A Distribution is payable only to the extent that payments are made in respect of the Notes held by the Property Trustee and to the extent the Property Trustee has funds available therefor. The amount of Distributions payable for any period will be calculated on the basis of [a 360-day year of twelve 30-day months] [the actual number of days elapsed in a period and a 360-day year]. [For Fixed Rate Securities: The amount of Distributions payable for any period shorter than a full Distribution Period will be calculated on the basis of the actual number of days elapsed in a 360-day year of twelve 30-day months. The amount of Distributions payable for any full Distribution Period will be calculated by dividing the annual Coupon Rate by [four] [two].] The Coupon Rate and the amount of accumulated distributions payable for each Distribution Period will correspond to the interest rate and the amount of accrued interest payable on the Notes for each interest payment period, as determined in accordance with the Supplemental Indenture.

(b) Distributions on the Securities will be cumulative, will accumulate from [,] and will be payable [quarterly] [semi-annually] in arrears, [January 15, April 15, July 15 October 15] [January 15 and July 15] of each year, commencing on January 15, [,], except as otherwise described below. The Note Issuer has the right under the Indenture to defer payments of interest on the Notes by extending the interest payment period on the Notes from time to time for a period selected by the Note Issuer not exceeding [20] [10] consecutive [quarters] [semi-annual periods] (each, an "Extension Period"), during which Extension Period no interest shall be due and payable on the Notes, provided that no Extension Period may extend beyond the Stated Maturity. As a consequence of such deferral, Distributions also will be deferred on the Capital Securities for the same period. Despite such deferral, [quarterly] [semi-annual] Distributions will continue to accumulate with interest thereon (to the extent permitted by applicable law) at the Coupon Rate compounded [quarterly] [semi-annually] during any such Extension Period. Prior to the termination of any such Extension Period, the Note Issuer may extend further such Extension Period; provided that such Extension Period together with all such previous and further extensions thereof may not exceed [20] [10] consecutive [quarters] [semi-annual periods] or extend beyond the Stated Maturity. Payments of accumulated Distributions will be payable to Holders as they appear on the books and records of the Trust or the Clearing Agency, as the case may be, on the first record date after the end of the Extension Period. Upon the termination of any Extension Period and the payment of all amounts then due, the Note Issuer may commence a new Extension Period, subject to the above requirements. No interest or corresponding Distributions shall be due and payable during an Extension Period, except at the end thereof, but the Note Issuer may repay at any time all or any portion of the interest accrued during an Extension Period.

(c) Distributions on the Securities will be payable to the Holders thereof as they appear on the books and records of the Trust on the relevant record dates. While the Capital Securities remain in Book-Entry only form, the relevant record dates shall be one Business Day prior to the relevant Distribution Payment Dates, which Distribution Payment Dates correspond to the interest payment dates on the Notes. Payment of Distributions on the Securities held in Book-Entry only form will be made to the Depository in immediately available funds. The Depository's practice is to credit Clearing Agency Participants' accounts on the relevant Distribution Payment Date in accordance with their respective holdings shown on the

Depository's records unless the Depository has reason to believe that it will not receive payments on such Distribution Payment Date. Payments by (i) Clearing Agency Participants and (ii) securities brokers and dealers, banks and trust companies and other entities that clear transactions through or maintain a direct or indirect custodial relationship with a Clearing Agency Participant (an "Indirect Participant") to Capital Security Beneficial Owners will be governed by standing instructions and customary practices and will be the responsibility of such Clearing Agency Participants and Indirect Participants and not of the Depository, the Trust or the Company, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of distributions to the Depository is the responsibility of the Trust, disbursement of such payments to Clearing Agency Participants is the responsibility of the Depository, and disbursement of such payments to the Capital Security Beneficial Owners is the responsibility of the Clearing Agency Participants and Indirect Participants. The relevant record dates for the Common Securities shall be the same record dates as for the Capital Securities. If the Capital Securities shall no longer remain in Book-Entry only form, the regular record dates for the Capital Securities shall be the close of business on the [January 1, April 1, July 1 and October 1] [January 1 and July 1] prior to the relevant Distribution Payment Dates, which Distribution Payment Dates correspond to the interest payment dates on the Notes. Distributions payable on any Securities that are not punctually paid on any Distribution Payment Date, as a result of the Note Issuer having failed to make a payment under the Notes, will cease to be payable to the Person in whose name such Securities are registered on the relevant record date, and such defaulted Distribution will instead be payable to the Person in whose name such Securities are registered on the special record date or other specified date determined in accordance with the Indenture. If any date on which Distributions are payable on the Securities is not a Business Day, then payment of the Distribution payable on such date will be made on the next succeeding day that is a Business Day as if it were the date of payment, except that, if such Business Day is in the next succeeding calendar [year] [month], such payment shall be made on the immediately preceding Business Day [, in each case with the same force and effect as if made on such date]. [*For Floating Rate Securities:* In each such case, except for the Distribution Payment Date falling on the maturity date of the notes, the Distribution Periods will be adjusted accordingly to calculate the amount of distributions payable on the Capital Securities.]

(d) In the event that there is any money or other property held by or for the Trust that is not accounted for hereunder, such property shall be distributed Pro Rata (as defined herein) among the Holders of the Securities.

3. Liquidation Distribution Upon Dissolution.

In the event of any voluntary or involuntary dissolution, winding-up or termination of the Trust, the Holders on the date of the dissolution, winding-up or termination, as the case may be, will be entitled to receive out of the assets of the Trust available for distribution to Holders after satisfaction of liabilities of creditors an amount equal to the aggregate of the stated liquidation amount of \$[] per Capital Security and the aggregate liquidation amount of \$[] for the Common Securities plus accumulated and unpaid Distributions thereon to the date of payment (such amount being the "Liquidation Distribution"), unless, in connection with such dissolution, winding-up or termination, Notes in an aggregate stated principal amount equal to the aggregate liquidation amount of such Securities, with an interest rate equal to the Coupon

Rate of, and bearing accrued and unpaid interest in an amount equal to the accumulated and unpaid Distributions on, such Securities, shall be distributed on a Pro Rata basis to the Holders of the Securities in exchange for such Securities.

If, upon any such dissolution, the Liquidation Distribution can be paid only in part because the Trust has insufficient assets available to pay in full the aggregate Liquidation Distribution, then the amounts payable directly by the Trust on the Securities shall be paid on a Pro Rata basis. Holders of the Common Securities will be entitled to receive distributions upon any such dissolution Pro Rata with Holders of the Capital Securities, except that if an Event of Default has occurred and is continuing, the Capital Securities shall have a preference over the Common Securities with respect to such distributions.

4. Redemption and Distribution.

(a) The Securities are subject to redemption at the Stated Maturity, at any time on or after [,] and in certain circumstances, following the occurrence of a Special Event as follows:

(i) Upon payment of the Notes at a payment price equal to the principal amount of the Notes, plus any accrued and unpaid interest thereon at the Stated Maturity, including any deferred interest payments on the Notes, the proceeds from such payment shall be applied simultaneously to redeem the Securities at the Maturity Redemption Price.

(ii) In the event of a Special Event Prepayment (as defined in the Supplemental Indenture), the proceeds from such Special Event Prepayment shall be applied simultaneously to redeem the Securities at the Special Event Redemption Price.

(iii) The Securities also may be redeemed in whole or in part on or after [,], contemporaneously with an optional prepayment of the Notes, at a redemption price equal to the Optional Redemption Price. If fewer than all the outstanding Securities are to be so redeemed, the Common Securities and the Capital Securities will be redeemed Pro Rata, and the Capital Securities to be redeemed will be as described in Section 4(d)(ii) below.

(b) If the Sponsor has given a notice of its election to terminate the Trust, the Regular Trustees shall dissolve the Trust and, after satisfaction of creditors, cause Notes held by the Property Trustee, having an aggregate principal amount equal to the aggregate stated liquidation amount of the Securities, with an interest rate equal to the Coupon Rate of, and bearing accrued and unpaid interest in an amount equal to the accrued and unpaid Distributions on, and having the same record date for payment as, the Securities, to be distributed to the Holders of the Securities in liquidation of such Holders' interests in the Securities within 90 days following receipt of the Sponsor's notice of election.

(c) On and from the date fixed by the Regular Trustees for any distribution of Notes and dissolution of the Trust: (i) the Securities will no longer be deemed to be outstanding, (ii) the Depository or its nominee, as the record Holder of the Capital Securities, will receive a

registered Global Security or Securities representing the Notes to be delivered upon such distribution and any certificates representing Securities, except for certificates representing Capital Securities held by the Depository or its nominee (or any successor Clearing Agency or its nominee), will be deemed to represent beneficial interests in the Notes having an aggregate principal amount equal to the aggregate stated liquidation amount of, with an identical interest rate, and accrued and unpaid interest equal to accrued and unpaid Distributions on such Securities until such certificates are presented to the Note Issuer or its agent for transfer or reissue. The Trust may not redeem fewer than all the outstanding Securities unless all accrued and unpaid Distributions have been paid on all Securities for all [quarterly] [semi-annual] Distribution Periods terminating on or before the date of redemption. If the Notes are distributed to holders of the Securities, pursuant to the terms of the Indenture, the Note Issuer will use its best efforts to have the Notes listed on the securities exchange, if any, on which the Capital Securities were listed immediately prior to the distribution of the Notes.

(d) Redemption or Distribution Procedures shall be as follows:

(i) A Redemption/Distribution Notice for the Securities to be redeemed or exchanged will be given by the Trust by mail to each Holder not fewer than 15 nor more than 60 days before the redemption date or exchange date which, in the case of a redemption, will be the date fixed for redemption of the Notes. For purposes of the calculation of the redemption date or exchange date and the dates on which notices are given pursuant to this Section 4(d)(i), a Redemption/ Distribution Notice shall be deemed to be given on the day such notice is first mailed by first-class mail, postage prepaid, to Holders of Securities. Each Redemption/Distribution Notice shall be addressed to the Holders of Securities at the address of each such Holder appearing in the books and records of the Trust. No defect in the Redemption/Distribution Notice or in the mailing of either with respect to any Holder shall affect the validity of the redemption or exchange proceedings with respect to any other Holder.

(ii) In the event that fewer than all the outstanding Securities are to be redeemed, the Securities to be redeemed shall be redeemed Pro Rata from each Holder of Capital Securities, it being understood that, in respect of Capital Securities registered in the name of and held of record by the Depository or its nominee (or any successor Clearing Agency or its nominee) or any nominee, the distribution of the redemption proceeds will be made to each Clearing Agency Participant (or Person on whose behalf such nominee holds such securities) in accordance with the procedures applied by such agency or nominee.

(iii) If Securities are to be redeemed and the Trust gives a Redemption/Distribution Notice, which notice may only be issued if the Notes are repaid as set out in this Section 4 (which notice will be irrevocable), then (A) while the Capital Securities are in Book-Entry only form, with respect to the Capital Securities, by 12:00 noon, New York City time, on the redemption date, provided that the Note Issuer has paid the Property Trustee a sufficient amount of cash in connection with the related prepayment or maturity of the Notes, the Property Trustee will deposit irrevocably with the Depository or its nominee (or successor Clearing Agency or its nominee) funds

sufficient to pay the applicable Redemption Price with respect to the Capital Securities and will give the Depository irrevocable instructions and authority to pay the Redemption Price to the Holders of the Capital Securities, and (B) with respect to Capital Securities issued in definitive form and Common Securities, provided that the Note Issuer has paid the Property Trustee a sufficient amount of cash in connection with the related prepayment or maturity of the Notes, the Property Trustee will pay the relevant Redemption Price to the Holders of such Securities by check mailed to the address of the relevant Holder appearing on the books and records of the Trust on the redemption date. If a Redemption/Distribution Notice shall have been given and funds deposited as required, if applicable, then immediately prior to the close of business on the date of such deposit, or on the redemption date, as applicable, Distributions will cease to accumulate on the Securities so called for redemption and all rights of Holders of such Securities so called for redemption will cease, except the right of the Holders of such Securities to receive the Redemption Price, but without interest on such Redemption Price. Neither the Regular Trustees nor the Trust shall be required to register or cause to be registered the transfer of any Securities that have been so called for redemption. If any date fixed for redemption of Securities is not a Business Day, then payment of the Redemption Price payable on such date will be made on the next succeeding day that is a Business Day (and without any interest or other payment in respect of any such delay) except that, if such Business Day falls in the next calendar [year] [month], such payment will be made on the immediately preceding Business Day, in each case with the same force and effect as if made on such date fixed for redemption. If payment of the Redemption Price in respect of any Securities is improperly withheld or refused and not paid either by the Property Trustee or by the Sponsor as guarantor pursuant to the relevant Securities Guarantee, Distributions on such Securities will continue to accumulate from the original redemption date to the actual date of payment, in which case the actual payment date will be considered the date fixed for redemption for purposes of calculating the Redemption Price.

(iv) Redemption/Distribution Notices shall be sent by the Regular Trustees on behalf of the Trust to (A) in respect of the Capital Securities, the Depository or its nominee (or any successor Clearing Agency or its nominee) if the Global Securities have been issued or, if Definitive Capital Security Certificates have been issued, to the Holder thereof, and (B) in respect of the Common Securities to the Holder thereof.

(v) Subject to the foregoing and applicable law (including, without limitation, United States federal securities laws), the Sponsor or any of its subsidiaries may at any time and from time to time purchase outstanding Capital Securities by tender, in the open market or by private agreement.

(vi) In certain circumstances, the Capital Securities and the Common Securities may be exchanged by the Sponsor (or any of its Affiliates) for Notes as provided in Section 9.9 of the Declaration.

5. Voting Rights—Capital Securities.

(a) Except as provided under Sections 5(b) and 7 of this Designation of Terms and as otherwise required by law and the Declaration, the Holders of the Capital Securities will have no voting rights.

(b) Subject to the requirements set forth in this paragraph, the Holders of a Majority in aggregate liquidation amount of the Capital Securities, voting separately as a class may direct the time, method and place of conducting any proceeding for any remedy available to the Property Trustee, or exercising any trust or power conferred upon the Property Trustee under the Declaration, including the right to direct the Property Trustee, as holder of the Notes, to (i) exercise the remedies available under the Indenture by conducting any proceeding for any remedy available to the Note Trustee, or exercising any trust or power conferred on the Note Trustee with respect to the Notes, (ii) waive any past Event of Default and its consequences that is waivable under Section 5.01 of the Indenture, (iii) exercise any right to rescind or annul a declaration that the principal of all the Notes shall be due and payable or (iv) consent to any amendment, modification or termination of the Indenture as a holder of the Notes provided, however, that, where a consent or action under the Indenture would require the consent or act of the Holders of a Super Majority affected thereby the Property Trustee may only give such consent or take such action at the written direction of the Holders of at least the proportion in liquidation amount of the Capital Securities which the relevant Super Majority represents of the aggregate principal amount of the Notes outstanding. The Property Trustee shall not revoke any action previously authorized or approved by a vote of the Holders of the Capital Securities. Other than with respect to directing the time, method and place of conducting any remedy available to the Property Trustee or the Note Trustee as set forth above, the Property Trustee shall not take any action in accordance with the directions of the Holders of the Capital Securities under this paragraph unless the Property Trustee has obtained an opinion of tax counsel to the effect that for the purposes of United States federal income tax the Trust will not be classified as other than a grantor trust on account of such action. If a Nonpayment occurs on the date such interest or principal is otherwise payable (or in the case of redemption, on the redemption date), and such Nonpayment is continuing, a Holder of Capital Securities may institute a Direct Action after the respective due date specified in the Notes. In connection with such Direct Action, the rights of the Holders of the Common Securities will be subrogated to the rights of such Holder of Capital Securities to the extent of any payment made by the Note Issuer to such Holder of Capital Securities in such Direct Action. If the Property Trustee fails to enforce its rights under the Declaration, any Holder of Capital Securities may, to the extent permitted by applicable law, institute a legal proceeding directly against any Person to enforce the Property Trustee's rights under the Declaration, without first instituting a legal proceeding against the Property Trustee or any other Person.

Except as provided in this Section, the Holders of Capital Securities will not be able to exercise directly any other remedy available to the holders of the Notes.

Any approval or direction of Holders of Capital Securities may be given at a separate meeting of Holders of Capital Securities convened for such purpose, at a meeting of all of the Holders of Securities or pursuant to written consent. The Regular Trustees will cause a notice of any meeting at which Holders of Capital Securities are entitled to vote, or of any matter upon which action by written consent of such Holders is to be taken, to be mailed to each Holder of

record of Capital Securities. Each such notice will include a statement setting forth (i) the date of such meeting or the date by which such action is to be taken, (ii) a description of any resolution proposed for adoption at such meeting on which such Holders are entitled to vote or of such matter upon which written consent is sought and (iii) instructions for the delivery of proxies or consents.

No vote or consent of the Holders of the Capital Securities will be required for the Trust to redeem and cancel Capital Securities or to distribute the Notes in accordance with the Declaration and the terms of the Securities.

Notwithstanding that Holders of Capital Securities are entitled to vote or consent under any of the circumstances described above, any of the Capital Securities that are owned by the Sponsor or any Affiliate of the Sponsor shall not be entitled to vote or consent and shall, for purposes of such vote or consent, be treated as if they were not outstanding.

6. Voting Rights—Common Securities.

(a) Except as provided under Sections 6(b) and (c), 7(a) and (b) and 8 of this Designation of Terms or as otherwise required by law and the Declaration, the Holders of the Common Securities will have no voting rights.

(b) The Holders of the Common Securities are entitled, in accordance with Article 5 of the Declaration, to vote to appoint, remove or replace any Trustee or to increase or decrease the number of Trustees.

(c) Subject to Section 2.6 of the Declaration and only after the Event of Default with respect to the Capital Securities has been cured, waived or otherwise eliminated and subject to the requirements of the second to last sentence of this paragraph, the Holders of a Majority in liquidation amount of the Common Securities, voting separately as a class, may direct the time, method and place of conducting any proceeding for any remedy available to the Property Trustee, or exercising any trust or power conferred upon the Property Trustee under the Declaration, including (i) directing the time, method and place of conducting any proceeding for any remedy available to the Note Trustee, or exercising any trust or power conferred on the Note Trustee with respect to the Notes, (ii) waive any past default and its consequences that is waivable under Section 5.01 of the Indenture or (iii) exercise any right to rescind or annul a declaration that the principal of all the Notes shall be due and payable, provided that, where a consent or action under the Indenture would require the consent or act of the Holders of a Super Majority, the Property Trustee only may give such consent or take such action at the written direction of the Holders of at least the proportion in liquidation amount of the Common Securities which the relevant Super Majority represents of the aggregate principal amount of the Notes outstanding. Pursuant to this Section 6(c), the Property Trustee shall not revoke any action previously authorized or approved by a vote of the Holders of the Capital Securities. Other than with respect to directing the time, method and place of conducting any remedy available to the Property Trustee or the Note Trustee as set forth above, the Property Trustee shall not take any action in accordance with the directions of the Holders of the Common Securities under this paragraph unless the Property Trustee has obtained an opinion of tax counsel to the effect that for purposes of United States federal income tax the Trust will not be classified as other than a

grantor trust on account of such action. If the Property Trustee fails to enforce its rights under the Declaration, any Holder of Common Securities may, to the extent permitted by applicable law, institute a legal proceeding directly against any Person to enforce the Property Trustee's rights under the Declaration, without first instituting a legal proceeding against the Property Trustee or any other Person.

Any approval or direction of Holders of Common Securities may be given at a separate meeting of Holders of Common Securities convened for such purpose, at a meeting of all of the Holders in the Trust or pursuant to written consent. The Regular Trustees will cause a notice of any meeting at which Holders of Common Securities are entitled to vote, or of any matter upon which action by written consent of such Holders is to be taken, to be mailed to each Holder of record of Common Securities. Each such notice will include a statement setting forth (i) the date of such meeting or the date by which such action is to be taken, (ii) a description of any resolution proposed for adoption at such meeting on which such Holders are entitled to vote or of such matter upon which written consent is sought and (iii) instructions for the delivery of proxies or consents.

No vote or consent of the Holders of the Common Securities will be required for the Trust to redeem and cancel Common Securities or to distribute the Notes in accordance with the Declaration and the terms of the Securities.

7. Amendments to Declaration and Indenture.

(a) In addition to any requirements under Section 12.1 of the Declaration, if any proposed amendment to the Declaration provides for, or the Regular Trustees otherwise propose to effect, (i) any action that would adversely affect the powers, preferences or special rights of the Securities, whether by way of amendment to the Declaration or otherwise, or (ii) the dissolution, winding-up or termination of the Trust, other than as described in Section 8.1 of the Declaration, then the Holders of outstanding Securities voting together as a single class, will be entitled to vote on such amendment or proposal (but not on any other amendment or proposal) and such amendment or proposal shall not be effective except with the approval of the Holders of at least a Majority in liquidation amount of the Securities, affected thereby, provided, however, if any amendment or proposal referred to in clause (i) above would adversely affect only the Capital Securities or only the Common Securities, then only the affected class will be entitled to vote on such amendment or proposal and such amendment or proposal shall not be effective except with the approval of a Majority in liquidation amount of such class of Securities.

(b) In the event the consent of the Property Trustee as the holder of the Notes is required under the Indenture with respect to any amendment, modification or termination of the Indenture or the Notes, the Property Trustee shall request the written direction of the Holders of the Securities with respect to such amendment, modification or termination and shall vote with respect to such amendment, modification or termination as directed by a Majority in liquidation amount of the Securities voting together as a single class; provided, however, that where a consent under the Indenture would require the consent of the holders of a Super Majority, the Property Trustee may only give such consent at the direction of the Holders of at least the proportion in liquidation amount of the Securities which the relevant Super Majority represents of the aggregate principal amount of the Notes outstanding; provided further, that the Property

Trustee shall not take any action in accordance with the directions of the Holders of the Securities under this Section 7(b) unless the Property Trustee has obtained an opinion of tax counsel to the effect that for the purposes of United States federal income tax the Trust will not be classified as other than a grantor trust on account of such action.

8. Pro Rata.

A reference in these terms of the Securities to any payment, distribution or treatment as being "Pro Rata" shall mean pro rata to each Holder according to the aggregate liquidation amount of the Securities held by the relevant Holder in relation to the aggregate liquidation amount of all Securities outstanding unless, in relation to a payment, an Event of Default has occurred and is continuing, in which case any funds available to make such payment shall be paid first to each Holder of the Capital Securities pro rata according to the aggregate liquidation amount of Capital Securities held by the relevant Holder relative to the aggregate liquidation amount of all Capital Securities outstanding, and, only after satisfaction of all amounts owed to the Holders of the Capital Securities, to each Holder of Common Securities pro rata according to the aggregate liquidation amount of Common Securities held by the relevant Holder relative to the aggregate liquidation amount of all Common Securities outstanding.

9. Ranking.

The Capital Securities rank pari passu and payment thereon shall be made pro rata with the Common Securities except that, where an Event of Default occurs and is continuing, the rights of Holders of the Common Securities to payment in respect of Distributions and payments upon liquidation, redemption and otherwise are subordinated to the rights to payment of the Holders of the Capital Securities.

[10. Listing.

Unless otherwise determined by the Regular Trustees, the Capital Securities shall not be listed for quotation on any stock exchange.]

[11. Extension of Stated Maturity.

If the Maturity Date (as defined in the Indenture) of the Notes is extended, the Stated Maturity of the Securities shall automatically extend at the same time as the Maturity Date of the Notes are extended and to the Extended Maturity Date (as defined in the Indenture).]

12. Acceptance of Securities Guarantee and Indenture.

Each Holder of Capital Securities and Common Securities, by the acceptance thereof, agrees to the provisions of the Capital Securities Guarantee and the Common Securities Guarantee, respectively, including the subordination provisions therein and to the provisions of the Indenture.

13. No Preemptive Rights.

The Holders of the Securities shall have no preemptive rights to subscribe for any additional securities.

14. Miscellaneous.

These terms constitute a part of the Declaration.

The Sponsor will provide a copy of the Declaration and the Capital Securities Guarantee or the Common Securities Guarantee (as may be appropriate), and the Indenture to a Holder without charge on written request to the Sponsor at its principal place of business.

Dated: [,]

BANK OF AMERICA CORPORATION
as Sponsor

By: _____
Name: _____
Title: _____

Accepted:

BAC Capital Trust []

[]
Regular Trustee

[]
Regular Trustee

[ANNEX I-A

ADDITIONAL SECURITIES

BAC CAPITAL TRUST []

Pursuant to Section 7.1 of the Amended and Restated Declaration of Trust dated as of [], BAC Capital Trust [] has approved and issued (i) [] Capital Securities with an aggregate liquidation amount of [\$] and (ii) [] Common Securities with an aggregate liquidation amount of [\$].

Pursuant to the exercise of an Option granted in the Underwriting Agreement, the Trust is, upon execution of this Annex I-A, issuing Additional Securities in the amounts and with the liquidation amounts as follows:

- (i) [] Capital Securities with an aggregate liquidation amount of [\$]; and
- (ii) [] Common Securities with an aggregate liquidation amount of [\$].

Following the date of this Annex I-A, the terms "Capital Securities" and "Common Securities" as used in the Declaration shall mean the aggregate of the Securities as originally issued and any Additional Securities issued by the Trust through the date hereof.

Date: ,

BAC CAPITAL TRUST []

By: _____
Regular Trustee

BANK OF AMERICA CORPORATION, as
Sponsor

By: _____
Name: _____
Title: _____

EXHIBIT A-1

FORM OF CAPITAL SECURITY CERTIFICATE

This Capital Security is a Global Security within the meaning of the Declaration hereinafter referred to and is registered in the name of The Depository Trust Company (the "Depository") or a nominee of the Depository. This Capital Security is exchangeable for Capital Securities registered in the name of a person other than the Depository or its nominee only in the limited circumstances described in the Declaration and no transfer of this Capital Security (other than a transfer of this Capital Security as a whole by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or to another nominee of the Depository) may be registered except in limited circumstances.

Unless this Capital Security is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the Trust or its agent for registration of transfer, exchange or payment, and any Capital Security issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment hereon is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY A PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

THIS INSTRUMENT IS NOT A SAVINGS ACCOUNT OR A BANK DEPOSIT, IS NOT AN OBLIGATION OF OR GUARANTEED BY ANY BANKING AFFILIATE OF BANK OF AMERICA CORPORATION AND IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENTAL AGENCY AND INVOLVES INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF PRINCIPAL.

Certificate Number

-R-

CUSIP NO. []

BAC CAPITAL TRUST []

[%] [Floating Rate] Capital Securities
(liquidation amount \$[] per Capital Security)

BAC CAPITAL TRUST [], a statutory trust formed under the laws of the State of Delaware (the "Trust"), hereby certifies that CEDE & CO. (the "Holder") is the registered owner of [] Capital Securities of the Trust representing undivided preferred beneficial interests in the assets of the Trust designated the [%] [Floating Rate] Capital Securities (liquidation amount \$[] per Capital Security) (the "Capital Securities"). The Capital Securities are transferable on the books and records of the Trust, in person or by a duly authorized attorney, upon surrender of this certificate duly endorsed and in proper form for transfer. The designation, rights, privileges, restrictions, preferences and other terms and provisions of the Capital Securities represented hereby are issued and shall in all respects be subject to the provisions of the Amended and Restated Declaration of Trust of the Trust dated as of [,], as the same may be amended from time to time (the "Declaration"), including the designation of the

terms of the Capital Securities as set forth in Annex I to the Declaration. Capitalized terms used herein but not defined shall have the meaning given them in the Declaration. The Holder is entitled to the benefits of the Capital Securities Guarantee to the extent provided therein. The Declaration permits the Sponsor to dissolve the Trust at any time. The Sponsor will provide a copy of the Declaration, the Capital Securities Guarantee and the Indenture to a Holder without charge upon written request to the Sponsor at its principal place of business.

Upon receipt of this certificate, the Holder is bound by the Declaration and is entitled to the benefits thereunder.

By acceptance, the Holder agrees to treat, for United States federal income tax purposes, the Notes as indebtedness and the Capital Securities as evidence of indirect beneficial ownership of the Notes.

IN WITNESS WHEREOF, the Trust has executed this certificate as of [,].

BAC CAPITAL TRUST []

By: _____
Name: _____
Title: Regular Trustee

CERTIFICATE OF AUTHENTICATION

This certificate represents the Capital Securities referred to in the within-mentioned Declaration.

Dated:

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Property Trustee

By: _____
Name: _____
Title: _____

A1-3

[FORM OF REVERSE OF SECURITY]

Distributions on the Capital Securities will be payable at [an annual rate of []% (the “Coupon Rate”)] [an annual floating rate equal to three-month LIBOR plus a spread of []% (the “Coupon Rate”)] of the stated liquidation amount of \$[] per Capital Security, such rate being the rate of interest payable on the Notes to be held by the Property Trustee on behalf of the Trust. Distributions in arrears for more than one [quarter] [semi-annual period] will bear interest thereon at the Coupon Rate compounded [quarterly] [semi-annually] (to the extent permitted by applicable law). A Distribution is payable only to the extent that payments are made in respect of the Notes held by the Property Trustee and to the extent the Property Trustee has funds available therefor. The amount of Distributions payable for any period will be calculated on the basis of [a 360-day year of twelve 30-day months] [the actual number of days elapsed in the period and a 360-day year].

Except as otherwise described below, Distributions on the Capital Securities will be cumulative, will accumulate from the date of original issuance and will be payable [quarterly] [semi-annually] in arrears on [January 15, April 15, July 15 and October 15] [January 15 and July 15] of each year, beginning on January 15, [], to the person in whose name the Capital Security is registered at the close of business on the regular record date for such installment, which shall be the close of business on the Business Day [(in New York and Charlotte)] next preceding such payment date—[IF PURSUANT TO THE TERMS OF THE DECLARATION, THE SECURITIES ARE NO LONGER REPRESENTED BY A GLOBAL SECURITY—which shall be the close of business on [January 1, April 1, July 1 and October 1] [January 1 and July 1] prior to the relevant payment date.] The Note Issuer has the right under the Indenture to defer payments of interest by extending the interest payment period on the Notes from time to time for a period selected by the Note Issuer not exceeding [20] [10] consecutive [quarters] [semi-annual periods] (each an “Extension Period”), provided that no Extension Period shall last beyond the date of the maturity of the Notes. As a consequence of such deferral, Distributions will also be deferred hereunder for the same period. Despite such deferral, [quarterly] [semi-annual] Distributions will continue to accumulate with interest thereon at the Coupon Rate compounded [quarterly] [semi-annually] (to the extent permitted by applicable law) during any such Extension Period. Prior to the termination of any such Extension Period, the Note Issuer may further extend such Extension Period; provided that such Extension Period together with all such previous and further extensions thereof may not exceed [20] [10] consecutive [quarters] [semi-annual periods] or extend beyond the maturity date of the Notes. Payments of accumulated Distributions will be payable to Holders as they appear on the books and records of the Trust on the first record date after the end of the Extension Period. Upon the termination of any Extension Period and the payment of all amounts then due, the Note Issuer may commence a new Extension Period, subject to the above requirements.

THE CAPITAL SECURITIES SHALL BE REDEEMABLE AS PROVIDED IN THE DECLARATION.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned assigns and transfers this Capital Security Certificate to:

(Insert assignee's social security or tax identification number)

(Insert address and zip code of assignee)

and irrevocably appoints

agent to transfer this Capital Security Certificate on the books of the Trust. The agent may substitute another to act for him or her.

Date: _____

Signature: _____
(Sign exactly as your name appears on the other side of this Capital Security Certificate)

Signature Guarantee*: _____

* Signature must be guaranteed by an "eligible guarantor institution" that is a bank, stockbroker, savings and loan association or credit union meeting the requirements of the Registrar, which requirements include membership or participation in the Securities Transfer Agents Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities and Exchange Act of 1934, as amended.

EXHIBIT A-2

FORM OF COMMON SECURITY CERTIFICATE

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND ARE "RESTRICTED SECURITIES" AS THAT TERM IS DEFINED IN RULE 144A UNDER THE ACT. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE ACT, THE AVAILABILITY OF WHICH IS TO BE ESTABLISHED TO THE SATISFACTION OF THE TRUST.

THE COMMON SECURITIES REPRESENTED BY THIS CERTIFICATE ARE BENEFICIALLY OWNED BY A PERSON WHO MAY BE AN "AFFILIATE" WITHIN THE MEANING OF RULE 144 UNDER THE ACT. CONSEQUENTLY, THE SECURITIES MAY NOT BE TRANSFERRED UNLESS SUCH TRANSFER IS IN COMPLIANCE WITH SAID RULE OR UNLESS MADE PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE ACT OR AN OPINION OF COUNSEL FOR THE TRUST THAT REGISTRATION IS NOT REQUIRED UNDER THE ACT.

THIS INSTRUMENT IS NOT A SAVINGS ACCOUNT OR A BANK DEPOSIT, IS NOT AN OBLIGATION OF OR GUARANTEED BY ANY BANKING AFFILIATE OF BANK OF AMERICA CORPORATION AND IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENTAL AGENCY AND INVOLVES INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF PRINCIPAL.

Certificate Number

-R-

BAC CAPITAL TRUST []

[%] [Floating Rate] Common Securities
(aggregate liquidation amount of \$[])

BAC CAPITAL TRUST [], a statutory trust formed under the laws of the State of Delaware (the "Trust"), hereby certifies that BANK OF AMERICA CORPORATION (the "Holder") is the registered owner of common securities of the Trust representing undivided common beneficial interests in the assets of the Trust designated the [%] [Floating Rate] Common Securities and having an aggregate liquidation amount of \$[] (the "Common Securities"). The Common Securities are transferable on the books and records of the Trust, in person or by a duly authorized attorney, upon surrender of this certificate duly endorsed and in proper form for transfer. The designation, rights, privileges, restrictions, preferences and other terms and provisions of the Common Securities represented hereby are issued and shall in

all respects be subject to the provisions of the Amended and Restated Declaration of Trust of the Trust dated as of [,], as the same may be amended from time to time (the "Declaration"), including the designation of the terms of the Common Securities as set forth in Annex I to the Declaration. Capitalized terms used herein but not defined shall have the meaning given them in the Declaration. The Holder is entitled to the benefits of the Common Securities Guarantee to the extent provided therein. The Declaration permits the Sponsor to dissolve the Trust at any time. The Sponsor will provide a copy of the Declaration, the Common Securities Guarantee and the Indenture to a Holder without charge upon written request to the Sponsor at its principal place of business.

Upon receipt of this certificate, the Sponsor is bound by the Declaration and is entitled to the benefits thereunder.

By acceptance, the Holder agrees to treat, for United States federal income tax purposes, the Notes as indebtedness and the Common Securities as evidence of indirect beneficial ownership in the Notes.

IN WITNESS WHEREOF, the Trust has executed this certificate as of [,].

BAC CAPITAL TRUST []

By: _____
Name: _____
Title: Regular Trustee

CERTIFICATE OF AUTHENTICATION

This certificate represents the Common Securities referred to in the within-mentioned Declaration.

Dated: [,]

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A. as Property Trustee

By: _____
Name: _____
Title: _____

[FORM OF REVERSE OF SECURITY]

Distributions on the Common Securities will be payable at [an annual rate of []% (the "Coupon Rate")] [an annual floating rate equal to three-month LIBOR plus a spread of []% (the "Coupon Rate")] of the aggregate liquidation amount of \$[], such rate being the rate of interest payable on the Notes to be held by the Property Trustee on behalf of the Trust. Distributions in arrears for more than one [quarter] [semi-annual period] will bear interest thereon at the Coupon Rate compounded [quarterly] [semi-annually] (to the extent permitted by applicable law). A Distribution is payable only to the extent that payments are made in respect of the Notes held by the Property Trustee and to the extent the Property Trustee has funds available therefor. The amount of Distributions payable for any period will be calculated on the basis of [a 360-day year of twelve 30-day months] [the actual number of days elapsed in the period and a 360-day year].

Except as otherwise described below, Distributions on the Common Securities will be cumulative, will accumulate from the date of original issuance and will be payable [quarterly] [semi-annually] in arrears on [January 15, April 15, July 15 and October 15] [January 15 and July 15] of each year, beginning on January 15, [], to Holders of record [15] days prior to such payment dates, which payment dates shall correspond to the interest payment dates on the Notes. The Note Issuer has the right under the Indenture to defer payments of interest by extending the interest payment period on the Notes from time to time for a period selected by the Note Issuer not exceeding [20] [10] consecutive [quarters] [semi-annual periods] (each, an "Extension Period"), provided that no Extension Period shall last beyond the date of the maturity of the Notes. As a consequence of such deferral, Distributions also will be deferred hereunder for the same period. Despite such deferral, [quarterly] [semi-annual] Distributions will continue to accumulate with interest thereon at the Coupon Rate compounded [quarterly] [semi-annually] (to the extent permitted by applicable law) during any such Extension Period. Prior to the termination of any such Extension Period, the Note Issuer may further extend such Extension Period; provided that such Extension Period together with all such previous and further extensions thereof may not exceed [20] [10] consecutive [quarters] [semi-annual periods] or extend beyond the maturity date of the Notes. Payments of accumulated Distributions will be payable to Holders as they appear on the books and records of the Trust on the first record date after the end of the Extension Period. Upon the termination of any Extension Period and the payment of all amounts then due, the Note Issuer may commence a new Extension Period, subject to the above requirements.

THE COMMON SECURITIES SHALL BE REDEEMABLE AS PROVIDED IN THE DECLARATION.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned assigns and transfers this Common Security Certificate to:

(Insert assignee's social security or tax identification number)

(Insert address and zip code of assignee)

and irrevocably appoints _____

_____ agent to transfer this Common Security Certificate on the books of the Trust. The agent may substitute another to act for him or her.

Date: _____

Signature: _____
(Sign exactly as your name appears on the other side of this Common Security Certificate)

Signature Guarantee!: _____

¹ Signature must be guaranteed by an "eligible guarantor institution" that is a bank, stockbroker, savings and loan association or credit union meeting the requirements of the Registrar, which requirements include membership or participation in the Securities Transfer Agents medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities and Exchange Act of 1934, as amended.

**AMENDMENT NO. 1
TO
AMENDED AND RESTATED DECLARATION OF TRUST
OF BAC CAPITAL TRUST I**

Dated as of November 7, 2011

AMENDMENT NO. 1, dated as of November 7, 2011 (“Amendment”), to the Amended and Restated Declaration of Trust of BAC CAPITAL TRUST I (the “Trust”), dated as of December 6, 2001 (as amended, the “Declaration”), by and among the Regular Trustees signatory thereto (the “Regular Trustees”), THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York) (the “Property Trustee”), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the “Delaware Trustee”), BANK OF AMERICA CORPORATION, a Delaware corporation (the “Sponsor”), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, Section 12.1(g) of the Declaration provides that the Declaration may be amended without the consent of the Holders of the Securities to, among other things, cure any ambiguity or to correct or supplement any provision in the Declaration that may be defective or inconsistent with any other provision of the Declaration;

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Regular Trustees may enter into a written instrument in order to amend the Declaration; provided, however, that if the amendment affects the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee, then the amendment must also be executed by the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor desires and hereby directs the Regular Trustees to enter into this Amendment to amend Section 4(d)(v) of Annex I to the Declaration as provided herein to cure any ambiguity and correct the inconsistent and defective language contained therein (the “Declaration Amendment”);

WHEREAS, the Declaration Amendment contained herein shall not affect the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers’ Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Regular Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and Regular Trustees covenant and agree as follows:

ARTICLE I
Amendment to the Declaration

Section 1.01. Section 4(d)(v) of Annex I to the Declaration shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(v) Subject to the foregoing and applicable law (including, without limitation, United States federal securities laws), the Sponsor or any of its subsidiaries may at any time and from time to time purchase outstanding Capital Securities by tender, in the open market or by private agreement.

ARTICLE II
Miscellaneous

Section 2.01 The Declaration Amendment in this Amendment shall be effective as of the date hereof as to, and binding upon the Holders of, all Securities outstanding, as well as any and all Securities hereafter issued.

Section 2.02 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.03 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendment shall be deemed amended.

Section 2.04 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.05 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Sponsor or Regular Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.06 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.07 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

**AMENDMENT NO. 1 TO AMENDED AND RESTATED
DECLARATION OF TRUST OF BAC CAPITAL TRUST I**

AMENDMENT NO. 2
TO
AMENDED AND RESTATED
DECLARATION OF TRUST OF
BAC CAPITAL TRUST I

Dated as of November 10, 2011

AMENDMENT NO. 2, dated as of November 10, 2011 (“Amendment”), to the Amended and Restated Declaration of Trust of BAC CAPITAL TRUST I (the “Trust”), dated as of December 6, 2001 (as amended, the “Declaration”), by and among the Regular Trustees signatory thereto (the “Regular Trustees”), THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York) (the “Property Trustee”), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the “Delaware Trustee” and, together with the Regular Trustees, the Property Trustee and the Delaware Trustee, the “Trustees”), BANK OF AMERICA CORPORATION, a Delaware corporation (the “Sponsor”), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Sponsor and the Trustees may enter into a written instrument in order to amend the Declaration;

WHEREAS, the Sponsor desires and hereby directs the Trustees to enter into this Amendment to amend certain provisions of the Declaration as provided herein (collectively, the “Declaration Amendments”);

WHEREAS, the Declaration Amendments contained herein shall not adversely affect the interests of the Holders in any material respect;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers’ Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel pursuant to Section 12.1(b) of the Declaration that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and the Trustees covenant and agree as follows:

ARTICLE I

Amendments to the Declaration

Section 1.01. Section 1.1 of the Declaration shall be amended to add the following new definitions in alphabetical order:

“Exchange” has the meaning set forth in Section 6.2(a).

“Liquidation Amount” means, with respect to Capital Securities or Common Securities, the liquidation amount per Capital Security or Common Security, respectively, as set forth in Annex I hereto.

“Sponsor Affiliated Holder” has the meaning set forth in Section 6.2(a).

Section 1.02 Section 3.8(c)(ii) shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(ii) engage in such ministerial activities as shall be necessary or appropriate to effect the redemption of the Capital Securities and the Common Securities to the extent the Notes are redeemed or mature and to effect the Exchange of Capital Securities and Common Securities for Notes to the extent a Sponsor Affiliated Holder elects to effect such Exchange pursuant to Section 6.2 hereof; and

Section 1.03 Article VI of the Declaration shall be entitled “Distributions; Exchanges” and it shall be amended by adding the following as Section 6.2:

SECTION 6.2 Exchanges.

(a) If at any time the Sponsor or any of its Affiliates (in any such case, a “Sponsor Affiliated Holder”) is the Holder of any Capital Securities or is a Capital Security Beneficial Owner, such Sponsor Affiliated Holder shall have the right to deliver to the Property Trustee all or such portion of its Capital Securities as it elects and, subject to the terms of the Indenture, receive, in exchange therefor, Notes having an aggregate principal amount equal to the aggregate Liquidation Amount of the Capital Securities exchanged therefor (such an exchange being referred to herein as an “Exchange”). Such election (i) shall be exercisable, and shall be effective on any Business Day, provided that such Business Day is not a record date or any date falling between a record date and a date on which the related Distribution is payable, by such Sponsor Affiliated Holder delivering to the Property Trustee a written notice of such election specifying the aggregate Liquidation Amount of Capital Securities with respect to which such election is being made and the date on which such Exchange shall occur, which date shall be not less than three (3) Business Days after the date of receipt by the Property Trustee of such election notice and (ii) shall be conditioned upon such Sponsor Affiliated Holder having delivered or caused to be delivered to the Property Trustee or its designee the Capital Securities which are the subject of such election by 10:00 a.m. New York City time, on the date on which such Exchange is to occur. After the Exchange, such Capital Securities shall be cancelled and shall no longer be deemed to be outstanding and all rights of the Sponsor Affiliated Holder with respect to such Capital Securities shall cease. So long as the Capital Securities are in book-entry-only form, the delivery and the cancellation of the Capital Securities pursuant to this Section 6.2 shall be made in accordance with the customary procedures for the Clearing Agency for the Capital Securities.

(b) In the case of an Exchange described in Section 6.2(a), the Trust shall, at the written request of the Sponsor, on the date of such Exchange, exchange Notes having a principal amount equal to a proportional amount of the aggregate Liquidation Amount of the outstanding Common Securities, such proportional amount determined by multiplying the aggregate Liquidation Amount of the outstanding Common Securities by the ratio of the aggregate Liquidation Amount of the Capital Securities exchanged pursuant to Section 6.2(a) to the aggregate Liquidation Amount of the Capital Securities outstanding immediately prior to such Exchange, for such proportional amount of Common Securities held by the Sponsor (which contemporaneously shall be cancelled and no longer be deemed to be outstanding); provided, that the Sponsor delivers or causes to be delivered to the Property Trustee or its designee the required amount of Common Securities to be exchanged by 10:00 a.m., New York City time, on the date on which such Exchange is to occur.

ARTICLE II

Miscellaneous

Section 2.01 The Trustees accept the Declaration Amendments set forth in this Amendment upon the terms and conditions set forth in the Declaration. The Trustees shall not be responsible or accountable in any manner whatsoever for or in respect of, and make no representation with respect to, the validity or sufficiency of this Amendment or the due execution hereof by the Sponsor and shall not be responsible in any manner whatsoever for or in respect of the correctness of the recitals and statements contained herein, all of which recitals and statements are made solely by the Sponsor.

Section 2.02 The Trustees have no duty to determine or otherwise monitor whether any adjustments or actions set forth herein should be made, how they should be made or what they should be. The Trustees shall not be accountable for and make no representation as to the validity or value of any securities or assets issued pursuant to the terms hereof. The Trustees shall not be responsible for the Sponsor's failure to comply with the amendments set forth herein.

Section 2.03 The Declaration Amendments in this Amendment shall be effective as to, and binding upon the Holders of, all Securities outstanding as of the date hereof, as well as any and all Securities hereafter issued.

Section 2.04 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.05 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendments shall be deemed amended.

Section 2.06 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.07 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.08 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.09 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES
Name: Angela C. Jones
Title: Senior Vice President

/s/ ANGELA C. JONES
Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT
Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ
Leonor Suarez,
as Regular Trustee

THE BANK OF NEW YORK MELLON,
as Property Trustee

By: /s/ THOMAS J. PROVENZANO
Name: Thomas J. Provenzano
Title: Vice President

BNY MELLON TRUST OF DELAWARE,
as Delaware Trustee

By: /s/ KRISTINE K. GULLO
Name: Kristine K. Gullo
Title: Vice President

AMENDMENT NO. 2 TO A&R DECLARATION OF TRUST OF BAC CAPITAL TRUST I

**AMENDMENT NO. 1
TO
AMENDED AND RESTATED DECLARATION OF TRUST
OF BAC CAPITAL TRUST II**

Dated as of November 7, 2011

AMENDMENT NO. 1, dated as of November 7, 2011 ("Amendment"), to the Amended and Restated Declaration of Trust of BAC CAPITAL TRUST II (the "Trust"), dated as of January 24, 2002 (as amended, the "Declaration"), by and among the Regular Trustees signatory thereto (the "Regular Trustees"), THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York) (the "Property Trustee"), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the "Delaware Trustee"), BANK OF AMERICA CORPORATION, a Delaware corporation (the "Sponsor"), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, Section 12.1(g) of the Declaration provides that the Declaration may be amended without the consent of the Holders of the Securities to, among other things, cure any ambiguity or to correct or supplement any provision in the Declaration that may be defective or inconsistent with any other provision of the Declaration;

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Regular Trustees may enter into a written instrument in order to amend the Declaration; provided, however, that if the amendment affects the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee, then the amendment must also be executed by the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor desires and hereby directs the Regular Trustees to enter into this Amendment to amend Section 4(d)(v) of Annex I to the Declaration as provided herein to cure any ambiguity and correct the inconsistent and defective language contained therein (the "Declaration Amendment");

WHEREAS, the Declaration Amendment contained herein shall not affect the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers' Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Regular Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and Regular Trustees covenant and agree as follows:

ARTICLE I
Amendment to the Declaration

Section 1.01. Section 4(d)(v) of Annex I to the Declaration shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(v) Subject to the foregoing and applicable law (including, without limitation, United States federal securities laws), the Sponsor or any of its subsidiaries may at any time and from time to time purchase outstanding Capital Securities by tender, in the open market or by private agreement.

ARTICLE II
Miscellaneous

Section 2.01 The Declaration Amendment in this Amendment shall be effective as of the date hereof as to, and binding upon the Holders of, all Securities outstanding, as well as any and all Securities hereafter issued.

Section 2.02 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.03 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendment shall be deemed amended.

Section 2.04 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.05 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Sponsor or Regular Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.06 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.07 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

**AMENDMENT NO. 1 TO AMENDED AND RESTATED
DECLARATION OF TRUST OF BAC CAPITAL TRUST II**

AMENDMENT NO. 2
TO
AMENDED AND RESTATED
DECLARATION OF TRUST OF
BAC CAPITAL TRUST II

Dated as of November 10, 2011

AMENDMENT NO. 2, dated as of November 10, 2011 (“Amendment”), to the Amended and Restated Declaration of Trust of BAC CAPITAL TRUST II (the “Trust”), dated as of January 24, 2002 (as amended, the “Declaration”), by and among the Regular Trustees signatory thereto (the “Regular Trustees”), THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York) (the “Property Trustee”), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the “Delaware Trustee” and, together with the Regular Trustees, the Property Trustee and the Delaware Trustee, the “Trustees”), BANK OF AMERICA CORPORATION, a Delaware corporation (the “Sponsor”), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Sponsor and the Trustees may enter into a written instrument in order to amend the Declaration;

WHEREAS, the Sponsor desires and hereby directs the Trustees to enter into this Amendment to amend certain provisions of the Declaration as provided herein (collectively, the “Declaration Amendments”);

WHEREAS, the Declaration Amendments contained herein shall not adversely affect the interests of the Holders in any material respect;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers’ Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel pursuant to Section 12.1(b) of the Declaration that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and the Trustees covenant and agree as follows:

ARTICLE I

Amendments to the Declaration

Section 1.01. Section 1.1 of the Declaration shall be amended to add the following new definitions in alphabetical order:

“Exchange” has the meaning set forth in Section 6.2(a).

“Liquidation Amount” means, with respect to Capital Securities or Common Securities, the liquidation amount per Capital Security or Common Security, respectively, as set forth in Annex I hereto.

“Sponsor Affiliated Holder” has the meaning set forth in Section 6.2(a).

Section 1.02 Section 3.8(c)(ii) shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(ii) engage in such ministerial activities as shall be necessary or appropriate to effect the redemption of the Capital Securities and the Common Securities to the extent the Notes are redeemed or mature and to effect the Exchange of Capital Securities and Common Securities for Notes to the extent a Sponsor Affiliated Holder elects to effect such Exchange pursuant to Section 6.2 hereof; and

Section 1.03 Article VI of the Declaration shall be entitled “Distributions; Exchanges” and it shall be amended by adding the following as Section 6.2:

SECTION 6.2 Exchanges.

(a) If at any time the Sponsor or any of its Affiliates (in any such case, a “Sponsor Affiliated Holder”) is the Holder of any Capital Securities or is a Capital Security Beneficial Owner, such Sponsor Affiliated Holder shall have the right to deliver to the Property Trustee all or such portion of its Capital Securities as it elects and, subject to the terms of the Indenture, receive, in exchange therefor, Notes having an aggregate principal amount equal to the aggregate Liquidation Amount of the Capital Securities exchanged therefor (such an exchange being referred to herein as an “Exchange”). Such election (i) shall be exercisable, and shall be effective on any Business Day, provided that such Business Day is not a record date or any date falling between a record date and a date on which the related Distribution is payable, by such Sponsor Affiliated Holder delivering to the Property Trustee a written notice of such election specifying the aggregate Liquidation Amount of Capital Securities with respect to which such election is being made and the date on which such Exchange shall occur, which date shall be not less than three (3) Business Days after the date of receipt by the Property Trustee of such election notice and (ii) shall be conditioned upon such Sponsor Affiliated Holder having delivered or caused to be delivered to the Property Trustee or its designee the Capital Securities which are the subject of such election by 10:00 a.m. New York City time, on the date on which such Exchange is to occur. After the Exchange, such Capital Securities shall be cancelled and shall no longer be deemed to be outstanding and all rights of the Sponsor Affiliated Holder with respect to such Capital Securities shall cease. So long as the Capital Securities are in book-entry-only form, the delivery and the cancellation of the Capital Securities pursuant to this Section 6.2 shall be made in accordance with the customary procedures for the Clearing Agency for the Capital Securities.

(b) In the case of an Exchange described in Section 6.2(a), the Trust shall, at the written request of the Sponsor, on the date of such Exchange, exchange Notes having a principal amount equal to a proportional amount of the aggregate Liquidation Amount of the outstanding Common Securities, such proportional amount determined by multiplying the aggregate Liquidation Amount of the outstanding Common Securities by the ratio of the aggregate Liquidation Amount of the Capital Securities exchanged pursuant to Section 6.2(a) to the aggregate Liquidation Amount of the Capital Securities outstanding immediately prior to such Exchange, for such proportional amount of Common Securities held by the Sponsor (which contemporaneously shall be cancelled and no longer be deemed to be outstanding); provided, that the Sponsor delivers or causes to be delivered to the Property Trustee or its designee the required amount of Common Securities to be exchanged by 10:00 a.m., New York City time, on the date on which such Exchange is to occur.

ARTICLE II

Miscellaneous

Section 2.01 The Trustees accept the Declaration Amendments set forth in this Amendment upon the terms and conditions set forth in the Declaration. The Trustees shall not be responsible or accountable in any manner whatsoever for or in respect of, and make no representation with respect to, the validity or sufficiency of this Amendment or the due execution hereof by the Sponsor and shall not be responsible in any manner whatsoever for or in respect of the correctness of the recitals and statements contained herein, all of which recitals and statements are made solely by the Sponsor.

Section 2.02 The Trustees have no duty to determine or otherwise monitor whether any adjustments or actions set forth herein should be made, how they should be made or what they should be. The Trustees shall not be accountable for and make no representation as to the validity or value of any securities or assets issued pursuant to the terms hereof. The Trustees shall not be responsible for the Sponsor's failure to comply with the amendments set forth herein.

Section 2.03 The Declaration Amendments in this Amendment shall be effective as to, and binding upon the Holders of, all Securities outstanding as of the date hereof, as well as any and all Securities hereafter issued.

Section 2.04 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.05 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendments shall be deemed amended.

Section 2.06 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.07 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.08 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.09 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES

Name: Angela C. Jones
Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

THE BANK OF NEW YORK MELLON,
as Property Trustee

By: /s/ THOMAS J. PROVENZANO

Name: Thomas J. Provenzano
Title: Vice President

BNY MELLON TRUST OF DELAWARE,
as Delaware Trustee

By: /s/ KRISTINE K. GULLO

Name: Kristine K. Gullo
Title: Vice President

AMENDMENT NO. 2 TO A&R DECLARATION OF TRUST OF BAC CAPITAL TRUST II

**AMENDMENT NO. 1
TO
AMENDED AND RESTATED DECLARATION OF TRUST
OF BAC CAPITAL TRUST III**

Dated as of November 7, 2011

AMENDMENT NO. 1, dated as of November 7, 2011 (“Amendment”), to the Amended and Restated Declaration of Trust of BAC CAPITAL TRUST III (the “Trust”), dated as of August 2, 2002 (as amended, the “Declaration”), by and among the Regular Trustees signatory thereto (the “Regular Trustees”), THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York) (the “Property Trustee”), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the “Delaware Trustee”), BANK OF AMERICA CORPORATION, a Delaware corporation (the “Sponsor”), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, Section 12.1(g) of the Declaration provides that the Declaration may be amended without the consent of the Holders of the Securities to, among other things, cure any ambiguity or to correct or supplement any provision in the Declaration that may be defective or inconsistent with any other provision of the Declaration;

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Regular Trustees may enter into a written instrument in order to amend the Declaration; provided, however, that if the amendment affects the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee, then the amendment must also be executed by the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor desires and hereby directs the Regular Trustees to enter into this Amendment to amend Section 4(d)(v) of Annex I to the Declaration as provided herein to cure any ambiguity and correct the inconsistent and defective language contained therein (the “Declaration Amendment”);

WHEREAS, the Declaration Amendment contained herein shall not affect the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers’ Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Regular Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and Regular Trustees covenant and agree as follows:

ARTICLE I
Amendment to the Declaration

Section 1.01. Section 4(d)(v) of Annex I to the Declaration shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(v) Subject to the foregoing and applicable law (including, without limitation, United States federal securities laws), the Sponsor or any of its subsidiaries may at any time and from time to time purchase outstanding Capital Securities by tender, in the open market or by private agreement.

ARTICLE II
Miscellaneous

Section 2.01 The Declaration Amendment in this Amendment shall be effective as of the date hereof as to, and binding upon the Holders of, all Securities outstanding, as well as any and all Securities hereafter issued.

Section 2.02 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.03 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendment shall be deemed amended.

Section 2.04 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.05 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Sponsor or Regular Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.06 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.07 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

**AMENDMENT NO. 1 TO AMENDED AND RESTATED
DECLARATION OF TRUST OF BAC CAPITAL TRUST III**

AMENDMENT NO. 2
TO
AMENDED AND RESTATED
DECLARATION OF TRUST OF
BAC CAPITAL TRUST III

Dated as of November 10, 2011

AMENDMENT NO. 2, dated as of November 10, 2011 ("Amendment"), to the Amended and Restated Declaration of Trust of BAC CAPITAL TRUST III (the "Trust"), dated as of August 2, 2002 (as amended, the "Declaration"), by and among the Regular Trustees signatory thereto (the "Regular Trustees"), THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York) (the "Property Trustee"), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the "Delaware Trustee" and, together with the Regular Trustees, the Property Trustee and the Delaware Trustee, the "Trustees"), BANK OF AMERICA CORPORATION, a Delaware corporation (the "Sponsor"), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Sponsor and the Trustees may enter into a written instrument in order to amend the Declaration;

WHEREAS, the Sponsor desires and hereby directs the Trustees to enter into this Amendment to amend certain provisions of the Declaration as provided herein (collectively, the "Declaration Amendments");

WHEREAS, the Declaration Amendments contained herein shall not adversely affect the interests of the Holders in any material respect;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers' Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel pursuant to Section 12.1(b) of the Declaration that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and the Trustees covenant and agree as follows:

ARTICLE I

Amendments to the Declaration

Section 1.01. Section 1.1 of the Declaration shall be amended to add the following new definitions in alphabetical order:

"Exchange" has the meaning set forth in Section 6.2(a).

“Liquidation Amount” means, with respect to Capital Securities or Common Securities, the liquidation amount per Capital Security or Common Security, respectively, as set forth in Annex I hereto.

“Sponsor Affiliated Holder” has the meaning set forth in Section 6.2(a).

Section 1.02 Section 3.8(c)(ii) shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(ii) engage in such ministerial activities as shall be necessary or appropriate to effect the redemption of the Capital Securities and the Common Securities to the extent the Notes are redeemed or mature and to effect the Exchange of Capital Securities and Common Securities for Notes to the extent a Sponsor Affiliated Holder elects to effect such Exchange pursuant to Section 6.2 hereof; and

Section 1.03 Article VI of the Declaration shall be entitled “Distributions; Exchanges” and it shall be amended by adding the following as Section 6.2:

SECTION 6.2 Exchanges.

(a) If at any time the Sponsor or any of its Affiliates (in any such case, a “Sponsor Affiliated Holder”) is the Holder of any Capital Securities or is a Capital Security Beneficial Owner, such Sponsor Affiliated Holder shall have the right to deliver to the Property Trustee all or such portion of its Capital Securities as it elects and, subject to the terms of the Indenture, receive, in exchange therefor, Notes having an aggregate principal amount equal to the aggregate Liquidation Amount of the Capital Securities exchanged therefor (such an exchange being referred to herein as an “Exchange”). Such election (i) shall be exercisable, and shall be effective on any Business Day, provided that such Business Day is not a record date or any date falling between a record date and a date on which the related Distribution is payable, by such Sponsor Affiliated Holder delivering to the Property Trustee a written notice of such election specifying the aggregate Liquidation Amount of Capital Securities with respect to which such election is being made and the date on which such Exchange shall occur, which date shall be not less than three (3) Business Days after the date of receipt by the Property Trustee of such election notice and (ii) shall be conditioned upon such Sponsor Affiliated Holder having delivered or caused to be delivered to the Property Trustee or its designee the Capital Securities which are the subject of such election by 10:00 a.m. New York City time, on the date on which such Exchange is to occur. After the Exchange, such Capital Securities shall be cancelled and shall no longer be deemed to be outstanding and all rights of the Sponsor Affiliated Holder with respect to such Capital Securities shall cease. So long as the Capital Securities are in book-entry-only form, the delivery and the cancellation of the Capital Securities pursuant to this Section 6.2 shall be made in accordance with the customary procedures for the Clearing Agency for the Capital Securities.

(b) In the case of an Exchange described in Section 6.2(a), the Trust shall, at the written request of the Sponsor, on the date of such Exchange, exchange Notes having a principal amount equal to a proportional amount of the aggregate Liquidation Amount of the outstanding Common Securities, such proportional amount determined by multiplying the aggregate Liquidation Amount of the outstanding Common Securities by the ratio of the aggregate Liquidation Amount of the Capital Securities exchanged pursuant to Section 6.2(a) to the aggregate Liquidation Amount of the Capital Securities outstanding immediately prior to such Exchange, for such proportional amount of Common Securities held by the Sponsor (which contemporaneously shall be cancelled and no longer be deemed to be outstanding); provided, that the Sponsor delivers or causes to be delivered to the Property Trustee or its designee the required amount of Common Securities to be exchanged by 10:00 a.m., New York City time, on the date on which such Exchange is to occur.

ARTICLE II

Miscellaneous

Section 2.01 The Trustees accept the Declaration Amendments set forth in this Amendment upon the terms and conditions set forth in the Declaration. The Trustees shall not be responsible or accountable in any manner whatsoever for or in respect of, and make no representation with respect to, the validity or sufficiency of this Amendment or the due execution hereof by the Sponsor and shall not be responsible in any manner whatsoever for or in respect of the correctness of the recitals and statements contained herein, all of which recitals and statements are made solely by the Sponsor.

Section 2.02 The Trustees have no duty to determine or otherwise monitor whether any adjustments or actions set forth herein should be made, how they should be made or what they should be. The Trustees shall not be accountable for and make no representation as to the validity or value of any securities or assets issued pursuant to the terms hereof. The Trustees shall not be responsible for the Sponsor's failure to comply with the amendments set forth herein.

Section 2.03 The Declaration Amendments in this Amendment shall be effective as to, and binding upon the Holders of, all Securities outstanding as of the date hereof, as well as any and all Securities hereafter issued.

Section 2.04 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.05 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendments shall be deemed amended.

Section 2.06 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.07 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.08 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.09 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES

Name: Angela C. Jones
Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

THE BANK OF NEW YORK MELLON,
as Property Trustee

By: /s/ THOMAS J. PROVENZANO

Name: Thomas J. Provenzano
Title: Vice President

BNY MELLON TRUST OF DELAWARE,
as Delaware Trustee

By: /s/ KRISTINE K. GULLO

Name: Kristine K. Gullo
Title: Vice President

AMENDMENT NO. 2 TO A&R DECLARATION OF TRUST OF BAC CAPITAL TRUST III

**AMENDMENT NO. 1
TO
AMENDED AND RESTATED DECLARATION OF TRUST
OF BAC CAPITAL TRUST IV**

Dated as of November 7, 2011

AMENDMENT NO. 1, dated as of November 7, 2011 (“Amendment”), to the Amended and Restated Declaration of Trust of BAC CAPITAL TRUST IV (the “Trust”), dated as of April 23, 2003 (as amended, the “Declaration”), by and among the Regular Trustees signatory thereto (the “Regular Trustees”), THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York) (the “Property Trustee”), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the “Delaware Trustee”), BANK OF AMERICA CORPORATION, a Delaware corporation (the “Sponsor”), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, Section 12.1(g) of the Declaration provides that the Declaration may be amended without the consent of the Holders of the Securities to, among other things, cure any ambiguity or to correct or supplement any provision in the Declaration that may be defective or inconsistent with any other provision of the Declaration;

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Regular Trustees may enter into a written instrument in order to amend the Declaration; provided, however, that if the amendment affects the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee, then the amendment must also be executed by the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor desires and hereby directs the Regular Trustees to enter into this Amendment to amend Section 4(d)(v) of Annex I to the Declaration as provided herein to cure any ambiguity and correct the inconsistent and defective language contained therein (the “Declaration Amendment”);

WHEREAS, the Declaration Amendment contained herein shall not affect the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers’ Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Regular Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and Regular Trustees covenant and agree as follows:

ARTICLE I
Amendment to the Declaration

Section 1.01. Section 4(d)(v) of Annex I to the Declaration shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(v) Subject to the foregoing and applicable law (including, without limitation, United States federal securities laws), the Sponsor or any of its subsidiaries may at any time and from time to time purchase outstanding Capital Securities by tender, in the open market or by private agreement.

ARTICLE II
Miscellaneous

Section 2.01 The Declaration Amendment in this Amendment shall be effective as of the date hereof as to, and binding upon the Holders of, all Securities outstanding, as well as any and all Securities hereafter issued.

Section 2.02 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.03 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendment shall be deemed amended.

Section 2.04 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.05 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Sponsor or Regular Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.06 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.07 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

**AMENDMENT NO. 1 TO AMENDED AND RESTATED
DECLARATION OF TRUST OF BAC CAPITAL TRUST IV**

AMENDMENT NO. 2
TO
AMENDED AND RESTATED
DECLARATION OF TRUST OF
BAC CAPITAL TRUST IV

Dated as of November 10, 2011

AMENDMENT NO. 2, dated as of November 10, 2011 ("Amendment"), to the Amended and Restated Declaration of Trust of BAC CAPITAL TRUST IV (the "Trust"), dated as of April 23, 2003 (as amended, the "Declaration"), by and among the Regular Trustees signatory thereto (the "Regular Trustees"), THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York) (the "Property Trustee"), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the "Delaware Trustee" and, together with the Regular Trustees, the Property Trustee and the Delaware Trustee, the "Trustees"), BANK OF AMERICA CORPORATION, a Delaware corporation (the "Sponsor"), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Sponsor and the Trustees may enter into a written instrument in order to amend the Declaration;

WHEREAS, the Sponsor desires and hereby directs the Trustees to enter into this Amendment to amend certain provisions of the Declaration as provided herein (collectively, the "Declaration Amendments");

WHEREAS, the Declaration Amendments contained herein shall not adversely affect the interests of the Holders in any material respect;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers' Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel pursuant to Section 12.1(b) of the Declaration that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and the Trustees covenant and agree as follows:

ARTICLE I

Amendments to the Declaration

Section 1.01. Section 1.1 of the Declaration shall be amended to add the following new definitions in alphabetical order:

"Exchange" has the meaning set forth in Section 6.2(a).

“Liquidation Amount” means, with respect to Capital Securities or Common Securities, the liquidation amount per Capital Security or Common Security, respectively, as set forth in Annex I hereto.

“Sponsor Affiliated Holder” has the meaning set forth in Section 6.2(a).

Section 1.02 Section 3.8(c)(ii) shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(ii) engage in such ministerial activities as shall be necessary or appropriate to effect the redemption of the Capital Securities and the Common Securities to the extent the Notes are redeemed or mature and to effect the Exchange of Capital Securities and Common Securities for Notes to the extent a Sponsor Affiliated Holder elects to effect such Exchange pursuant to Section 6.2 hereof; and

Section 1.03 Article VI of the Declaration shall be entitled “Distributions; Exchanges” and it shall be amended by adding the following as Section 6.2:

SECTION 6.2 Exchanges.

(a) If at any time the Sponsor or any of its Affiliates (in any such case, a “Sponsor Affiliated Holder”) is the Holder of any Capital Securities or is a Capital Security Beneficial Owner, such Sponsor Affiliated Holder shall have the right to deliver to the Property Trustee all or such portion of its Capital Securities as it elects and, subject to the terms of the Indenture, receive, in exchange therefor, Notes having an aggregate principal amount equal to the aggregate Liquidation Amount of the Capital Securities exchanged therefor (such an exchange being referred to herein as an “Exchange”). Such election (i) shall be exercisable, and shall be effective on any Business Day, provided that such Business Day is not a record date or any date falling between a record date and a date on which the related Distribution is payable, by such Sponsor Affiliated Holder delivering to the Property Trustee a written notice of such election specifying the aggregate Liquidation Amount of Capital Securities with respect to which such election is being made and the date on which such Exchange shall occur, which date shall be not less than three (3) Business Days after the date of receipt by the Property Trustee of such election notice and (ii) shall be conditioned upon such Sponsor Affiliated Holder having delivered or caused to be delivered to the Property Trustee or its designee the Capital Securities which are the subject of such election by 10:00 a.m. New York City time, on the date on which such Exchange is to occur. After the Exchange, such Capital Securities shall be cancelled and shall no longer be deemed to be outstanding and all rights of the Sponsor Affiliated Holder with respect to such Capital Securities shall cease. So long as the Capital Securities are in book-entry-only form, the delivery and the cancellation of the Capital Securities pursuant to this Section 6.2 shall be made in accordance with the customary procedures for the Clearing Agency for the Capital Securities.

(b) In the case of an Exchange described in Section 6.2(a), the Trust shall, at the written request of the Sponsor, on the date of such Exchange, exchange Notes having a principal amount equal to a proportional amount of the aggregate Liquidation Amount of the outstanding Common Securities, such proportional amount determined by multiplying the aggregate Liquidation Amount of the outstanding Common Securities by the ratio of the aggregate Liquidation Amount of the Capital Securities exchanged pursuant to Section 6.2(a) to the aggregate Liquidation Amount of the Capital Securities outstanding immediately prior to such Exchange, for such proportional amount of Common Securities held by the Sponsor (which contemporaneously shall be cancelled and no longer be deemed to be outstanding); provided, that the Sponsor delivers or causes to be delivered to the Property Trustee or its designee the required amount of Common Securities to be exchanged by 10:00 a.m., New York City time, on the date on which such Exchange is to occur.

ARTICLE II

Miscellaneous

Section 2.01 The Trustees accept the Declaration Amendments set forth in this Amendment upon the terms and conditions set forth in the Declaration. The Trustees shall not be responsible or accountable in any manner whatsoever for or in respect of, and make no representation with respect to, the validity or sufficiency of this Amendment or the due execution hereof by the Sponsor and shall not be responsible in any manner whatsoever for or in respect of the correctness of the recitals and statements contained herein, all of which recitals and statements are made solely by the Sponsor.

Section 2.02 The Trustees have no duty to determine or otherwise monitor whether any adjustments or actions set forth herein should be made, how they should be made or what they should be. The Trustees shall not be accountable for and make no representation as to the validity or value of any securities or assets issued pursuant to the terms hereof. The Trustees shall not be responsible for the Sponsor's failure to comply with the amendments set forth herein.

Section 2.03 The Declaration Amendments in this Amendment shall be effective as to, and binding upon the Holders of, all Securities outstanding as of the date hereof, as well as any and all Securities hereafter issued.

Section 2.04 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.05 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendments shall be deemed amended.

Section 2.06 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.07 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.08 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.09 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES

Name: Angela C. Jones
Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/S/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

THE BANK OF NEW YORK MELLON,
as Property Trustee

By: /s/ THOMAS J. PROVENZANO

Name: Thomas J. Provenzano
Title: Vice President

BNY MELLON TRUST OF DELAWARE,
as Delaware Trustee

By: /s/ KRISTINE K. GULLO

Name: Kristine K. Gullo
Title: Vice President

AMENDMENT NO. 2 TO A&R DECLARATION OF TRUST OF BAC CAPITAL TRUST IV

**AMENDMENT NO. 1
TO
AMENDED AND RESTATED DECLARATION OF TRUST
OF BAC CAPITAL TRUST V**

Dated as of November 7, 2011

AMENDMENT NO. 1, dated as of November 7, 2011 ("Amendment"), to the Amended and Restated Declaration of Trust of BAC CAPITAL TRUST V (the "Trust"), dated as of October 21, 2004 (as amended, the "Declaration"), by and among the Regular Trustees signatory thereto (the "Regular Trustees"), THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York) (the "Property Trustee"), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the "Delaware Trustee"), BANK OF AMERICA CORPORATION, a Delaware corporation (the "Sponsor"), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, Section 12.1(g) of the Declaration provides that the Declaration may be amended without the consent of the Holders of the Securities to, among other things, cure any ambiguity or to correct or supplement any provision in the Declaration that may be defective or inconsistent with any other provision of the Declaration;

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Regular Trustees may enter into a written instrument in order to amend the Declaration; provided, however, that if the amendment affects the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee, then the amendment must also be executed by the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor desires and hereby directs the Regular Trustees to enter into this Amendment to amend Section 4(d)(v) of Annex I to the Declaration as provided herein to cure any ambiguity and correct the inconsistent and defective language contained therein (the "Declaration Amendment");

WHEREAS, the Declaration Amendment contained herein shall not affect the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers' Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Regular Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and Regular Trustees covenant and agree as follows:

ARTICLE I
Amendment to the Declaration

Section 1.01. Section 4(d)(v) of Annex I to the Declaration shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(v) Subject to the foregoing and applicable law (including, without limitation, United States federal securities laws), the Sponsor or any of its subsidiaries may at any time and from time to time purchase outstanding Capital Securities by tender, in the open market or by private agreement.

ARTICLE II
Miscellaneous

Section 2.01 The Declaration Amendment in this Amendment shall be effective as of the date hereof as to, and binding upon the Holders of, all Securities outstanding, as well as any and all Securities hereafter issued.

Section 2.02 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.03 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendment shall be deemed amended.

Section 2.04 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.05 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Sponsor or Regular Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.06 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.07 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

**AMENDMENT NO. 1 TO AMENDED AND RESTATED
DECLARATION OF TRUST OF BAC CAPITAL TRUST V**

AMENDMENT NO. 2
TO
AMENDED AND RESTATED
DECLARATION OF TRUST OF
BAC CAPITAL TRUST V

Dated as of November 10, 2011

AMENDMENT NO. 2, dated as of November 10, 2011 ("Amendment"), to the Amended and Restated Declaration of Trust of BAC CAPITAL TRUST V (the "Trust"), dated as of October 21, 2004 (as amended, the "Declaration"), by and among the Regular Trustees signatory thereto (the "Regular Trustees"), THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York) (the "Property Trustee"), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the "Delaware Trustee" and, together with the Regular Trustees, the Property Trustee and the Delaware Trustee, the "Trustees"), BANK OF AMERICA CORPORATION, a Delaware corporation (the "Sponsor"), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Sponsor and the Trustees may enter into a written instrument in order to amend the Declaration;

WHEREAS, the Sponsor desires and hereby directs the Trustees to enter into this Amendment to amend certain provisions of the Declaration as provided herein (collectively, the "Declaration Amendments");

WHEREAS, the Declaration Amendments contained herein shall not adversely affect the interests of the Holders in any material respect;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers' Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel pursuant to Section 12.1(b) of the Declaration that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and the Trustees covenant and agree as follows:

ARTICLE I

Amendments to the Declaration

Section 1.01. Section 1.1 of the Declaration shall be amended to add the following new definitions in alphabetical order:

"Exchange" has the meaning set forth in Section 6.2(a).

“Liquidation Amount” means, with respect to Capital Securities or Common Securities, the liquidation amount per Capital Security or Common Security, respectively, as set forth in Annex I hereto.

“Sponsor Affiliated Holder” has the meaning set forth in Section 6.2(a).

Section 1.02 Section 3.8(c)(ii) shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(ii) engage in such ministerial activities as shall be necessary or appropriate to effect the redemption of the Capital Securities and the Common Securities to the extent the Notes are redeemed or mature and to effect the Exchange of Capital Securities and Common Securities for Notes to the extent a Sponsor Affiliated Holder elects to effect such Exchange pursuant to Section 6.2 hereof; and

Section 1.03 Article VI of the Declaration shall be entitled “Distributions; Exchanges” and it shall be amended by adding the following as Section 6.2:

SECTION 6.2 Exchanges.

(a) If at any time the Sponsor or any of its Affiliates (in any such case, a “Sponsor Affiliated Holder”) is the Holder of any Capital Securities or is a Capital Security Beneficial Owner, such Sponsor Affiliated Holder shall have the right to deliver to the Property Trustee all or such portion of its Capital Securities as it elects and, subject to the terms of the Indenture, receive, in exchange therefor, Notes having an aggregate principal amount equal to the aggregate Liquidation Amount of the Capital Securities exchanged therefor (such an exchange being referred to herein as an “Exchange”). Such election (i) shall be exercisable, and shall be effective on any Business Day, provided that such Business Day is not a record date or any date falling between a record date and a date on which the related Distribution is payable, by such Sponsor Affiliated Holder delivering to the Property Trustee a written notice of such election specifying the aggregate Liquidation Amount of Capital Securities with respect to which such election is being made and the date on which such Exchange shall occur, which date shall be not less than three (3) Business Days after the date of receipt by the Property Trustee of such election notice and (ii) shall be conditioned upon such Sponsor Affiliated Holder having delivered or caused to be delivered to the Property Trustee or its designee the Capital Securities which are the subject of such election by 10:00 a.m. New York City time, on the date on which such Exchange is to occur. After the Exchange, such Capital Securities shall be cancelled and shall no longer be deemed to be outstanding and all rights of the Sponsor Affiliated Holder with respect to such Capital Securities shall cease. So long as the Capital Securities are in book-entry-only form, the delivery and the cancellation of the Capital Securities pursuant to this Section 6.2 shall be made in accordance with the customary procedures for the Clearing Agency for the Capital Securities.

(b) In the case of an Exchange described in Section 6.2(a), the Trust shall, at the written request of the Sponsor, on the date of such Exchange, exchange Notes having a principal amount equal to a proportional amount of the aggregate Liquidation Amount of the outstanding Common Securities, such proportional amount determined by multiplying the aggregate Liquidation Amount of the outstanding Common Securities by the ratio of the aggregate Liquidation Amount of the Capital Securities exchanged pursuant to Section 6.2(a) to the aggregate Liquidation Amount of the Capital Securities outstanding immediately prior to such Exchange, for such proportional amount of Common Securities held by the Sponsor (which contemporaneously shall be cancelled and no longer be deemed to be outstanding); provided, that the Sponsor delivers or causes to be delivered to the Property Trustee or its designee the required amount of Common Securities to be exchanged by 10:00 a.m., New York City time, on the date on which such Exchange is to occur.

ARTICLE II

Miscellaneous

Section 2.01 The Trustees accept the Declaration Amendments set forth in this Amendment upon the terms and conditions set forth in the Declaration. The Trustees shall not be responsible or accountable in any manner whatsoever for or in respect of, and make no representation with respect to, the validity or sufficiency of this Amendment or the due execution hereof by the Sponsor and shall not be responsible in any manner whatsoever for or in respect of the correctness of the recitals and statements contained herein, all of which recitals and statements are made solely by the Sponsor.

Section 2.02 The Trustees have no duty to determine or otherwise monitor whether any adjustments or actions set forth herein should be made, how they should be made or what they should be. The Trustees shall not be accountable for and make no representation as to the validity or value of any securities or assets issued pursuant to the terms hereof. The Trustees shall not be responsible for the Sponsor's failure to comply with the amendments set forth herein.

Section 2.03 The Declaration Amendments in this Amendment shall be effective as to, and binding upon the Holders of, all Securities outstanding as of the date hereof, as well as any and all Securities hereafter issued.

Section 2.04 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.05 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendments shall be deemed amended.

Section 2.06 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.07 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.08 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.09 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES

Name: Angela C. Jones
Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

THE BANK OF NEW YORK MELLON,
as Property Trustee

By: /s/ THOMAS J. PROVENZANO

Name: Thomas J. Provenzano
Title: Vice President

BNY MELLON TRUST OF DELAWARE,
as Delaware Trustee

By: /s/ KRISTINE K. GULLO

Name: Kristine K. Gullo
Title: Vice President

AMENDMENT NO. 2 TO A&R DECLARATION OF TRUST OF BAC CAPITAL TRUST V

**AMENDMENT NO. 1
TO
AMENDED AND RESTATED DECLARATION OF TRUST
OF BAC CAPITAL TRUST VI**

Dated as of November 7, 2011

AMENDMENT NO. 1, dated as of November 7, 2011 (“Amendment”), to the Amended and Restated Declaration of Trust of BAC CAPITAL TRUST VI (the “Trust”), dated as of February 24, 2005 (as amended, the “Declaration”), by and among the Regular Trustees signatory thereto (the “Regular Trustees”), THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York) (the “Property Trustee”), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the “Delaware Trustee”), BANK OF AMERICA CORPORATION, a Delaware corporation (the “Sponsor”), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, Section 12.1(g) of the Declaration provides that the Declaration may be amended without the consent of the Holders of the Securities to, among other things, cure any ambiguity or to correct or supplement any provision in the Declaration that may be defective or inconsistent with any other provision of the Declaration;

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Regular Trustees may enter into a written instrument in order to amend the Declaration; provided, however, that if the amendment affects the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee, then the amendment must also be executed by the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor desires and hereby directs the Regular Trustees to enter into this Amendment to amend Section 4(d)(v) of Annex I to the Declaration as provided herein to cure any ambiguity and correct the inconsistent and defective language contained therein (the “Declaration Amendment”);

WHEREAS, the Declaration Amendment contained herein shall not affect the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers’ Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Regular Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and Regular Trustees covenant and agree as follows:

ARTICLE I
Amendment to the Declaration

Section 1.01. Section 4(d)(v) of Annex I to the Declaration shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(v) Subject to the foregoing and applicable law (including, without limitation, United States federal securities laws), the Sponsor or any of its subsidiaries may at any time and from time to time purchase outstanding Capital Securities by tender, in the open market or by private agreement.

ARTICLE II
Miscellaneous

Section 2.01 The Declaration Amendment in this Amendment shall be effective as of the date hereof as to, and binding upon the Holders of, all Securities outstanding, as well as any and all Securities hereafter issued.

Section 2.02 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.03 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendment shall be deemed amended.

Section 2.04 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.05 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Sponsor or Regular Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.06 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.07 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

**AMENDMENT NO. 1 TO AMENDMENT AND RESTATED
DECLARATION OF TRUST OF BAC CAPITAL TRUST VI**

AMENDMENT NO. 2
TO
AMENDED AND RESTATED
DECLARATION OF TRUST OF
BAC CAPITAL TRUST VI

Dated as of November 10, 2011

AMENDMENT NO. 2, dated as of November 10, 2011 ("Amendment"), to the Amended and Restated Declaration of Trust of BAC CAPITAL TRUST VI (the "Trust"), dated as of February 24, 2005 (as amended, the "Declaration"), by and among the Regular Trustees signatory thereto (the "Regular Trustees"), THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York) (the "Property Trustee"), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the "Delaware Trustee" and, together with the Regular Trustees, the Property Trustee and the Delaware Trustee, the "Trustees"), BANK OF AMERICA CORPORATION, a Delaware corporation (the "Sponsor"), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Sponsor and the Trustees may enter into a written instrument in order to amend the Declaration;

WHEREAS, the Sponsor desires and hereby directs the Trustees to enter into this Amendment to amend certain provisions of the Declaration as provided herein (collectively, the "Declaration Amendments");

WHEREAS, the Declaration Amendments contained herein shall not adversely affect the interests of the Holders in any material respect;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers' Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel pursuant to Section 12.1(b) of the Declaration that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and the Trustees covenant and agree as follows:

ARTICLE I

Amendments to the Declaration

Section 1.01. Section 1.1 of the Declaration shall be amended to add the following new definitions in alphabetical order:

"Exchange" has the meaning set forth in Section 6.2(a).

“Liquidation Amount” means, with respect to Capital Securities or Common Securities, the liquidation amount per Capital Security or Common Security, respectively, as set forth in Annex I hereto.

“Sponsor Affiliated Holder” has the meaning set forth in Section 6.2(a).

Section 1.02 Section 3.8(c)(ii) shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(ii) engage in such ministerial activities as shall be necessary or appropriate to effect the redemption of the Capital Securities and the Common Securities to the extent the Notes are redeemed or mature and to effect the Exchange of Capital Securities and Common Securities for Notes to the extent a Sponsor Affiliated Holder elects to effect such Exchange pursuant to Section 6.2 hereof; and

Section 1.03 Article VI of the Declaration shall be entitled “Distributions; Exchanges” and it shall be amended by adding the following as Section 6.2:

SECTION 6.2 Exchanges.

(a) If at any time the Sponsor or any of its Affiliates (in any such case, a “Sponsor Affiliated Holder”) is the Holder of any Capital Securities or is a Capital Security Beneficial Owner, such Sponsor Affiliated Holder shall have the right to deliver to the Property Trustee all or such portion of its Capital Securities as it elects and, subject to the terms of the Indenture, receive, in exchange therefor, Notes having an aggregate principal amount equal to the aggregate Liquidation Amount of the Capital Securities exchanged therefor (such an exchange being referred to herein as an “Exchange”). Such election (i) shall be exercisable, and shall be effective on any Business Day, provided that such Business Day is not a record date or any date falling between a record date and a date on which the related Distribution is payable, by such Sponsor Affiliated Holder delivering to the Property Trustee a written notice of such election specifying the aggregate Liquidation Amount of Capital Securities with respect to which such election is being made and the date on which such Exchange shall occur, which date shall be not less than three (3) Business Days after the date of receipt by the Property Trustee of such election notice and (ii) shall be conditioned upon such Sponsor Affiliated Holder having delivered or caused to be delivered to the Property Trustee or its designee the Capital Securities which are the subject of such election by 10:00 a.m. New York City time, on the date on which such Exchange is to occur. After the Exchange, such Capital Securities shall be cancelled and shall no longer be deemed to be outstanding and all rights of the Sponsor Affiliated Holder with respect to such Capital Securities shall cease. So long as the Capital Securities are in book-entry-only form, the delivery and the cancellation of the Capital Securities pursuant to this Section 6.2 shall be made in accordance with the customary procedures for the Clearing Agency for the Capital Securities.

(b) In the case of an Exchange described in Section 6.2(a), the Trust shall, at the written request of the Sponsor, on the date of such Exchange, exchange Notes having a principal amount equal to a proportional amount of the aggregate Liquidation Amount of the outstanding Common Securities, such proportional amount determined by multiplying the aggregate Liquidation Amount of the outstanding Common Securities by the ratio of the aggregate Liquidation Amount of the Capital Securities exchanged pursuant to Section 6.2(a) to the aggregate Liquidation Amount of the Capital Securities outstanding immediately prior to such Exchange, for such proportional amount of Common Securities held by the Sponsor (which contemporaneously shall be cancelled and no longer be deemed to be outstanding); provided, that the Sponsor delivers or causes to be delivered to the Property Trustee or its designee the required amount of Common Securities to be exchanged by 10:00 a.m., New York City time, on the date on which such Exchange is to occur.

ARTICLE II

Miscellaneous

Section 2.01 The Trustees accept the Declaration Amendments set forth in this Amendment upon the terms and conditions set forth in the Declaration. The Trustees shall not be responsible or accountable in any manner whatsoever for or in respect of, and make no representation with respect to, the validity or sufficiency of this Amendment or the due execution hereof by the Sponsor and shall not be responsible in any manner whatsoever for or in respect of the correctness of the recitals and statements contained herein, all of which recitals and statements are made solely by the Sponsor.

Section 2.02 The Trustees have no duty to determine or otherwise monitor whether any adjustments or actions set forth herein should be made, how they should be made or what they should be. The Trustees shall not be accountable for and make no representation as to the validity or value of any securities or assets issued pursuant to the terms hereof. The Trustees shall not be responsible for the Sponsor's failure to comply with the amendments set forth herein.

Section 2.03 The Declaration Amendments in this Amendment shall be effective as to, and binding upon the Holders of, all Securities outstanding as of the date hereof, as well as any and all Securities hereafter issued.

Section 2.04 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.05 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendments shall be deemed amended.

Section 2.06 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.07 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.08 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.09 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES

Name: Angela C. Jones
Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

THE BANK OF NEW YORK MELLON,
as Property Trustee

By: /s/ THOMAS J. PROVENZANO

Name: Thomas J. Provenzano
Title: Vice President

BNY MELLON TRUST OF DELAWARE,
as Delaware Trustee

By: /s/ KRISTINE K. GULLO

Name: Kristine K. Gullo
Title: Vice President

AMENDMENT NO. 2 TO A&R DECLARATION OF TRUST OF BAC CAPITAL TRUST VI

**AMENDMENT NO. 1
TO
AMENDED AND RESTATED DECLARATION OF TRUST
OF BAC CAPITAL TRUST VII**

Dated as of November 7, 2011

AMENDMENT NO. 1, dated as of November 7, 2011 (“Amendment”), to the Amended and Restated Declaration of Trust of BAC CAPITAL TRUST VII (the “Trust”), dated as of August 4, 2005 (as amended, the “Declaration”), by and among the Regular Trustees signatory thereto (the “Regular Trustees”), THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York) (the “Property Trustee”), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the “Delaware Trustee”), BANK OF AMERICA CORPORATION, a Delaware corporation (the “Sponsor”), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, Section 12.1(g) of the Declaration provides that the Declaration may be amended without the consent of the Holders of the Securities to, among other things, cure any ambiguity or to correct or supplement any provision in the Declaration that may be defective or inconsistent with any other provision of the Declaration;

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Regular Trustees may enter into a written instrument in order to amend the Declaration; provided, however, that if the amendment affects the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee, then the amendment must also be executed by the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor desires and hereby directs the Regular Trustees to enter into this Amendment to amend Section 4(d)(v) of Annex I to the Declaration as provided herein to cure any ambiguity and correct the inconsistent and defective language contained therein (the “Declaration Amendment”);

WHEREAS, the Declaration Amendment contained herein shall not affect the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers’ Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Regular Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and Regular Trustees covenant and agree as follows:

ARTICLE I
Amendment to the Declaration

Section 1.01. Section 4(d)(v) of Annex I to the Declaration shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(v) Subject to the foregoing and applicable law (including, without limitation, United States federal securities laws), the Sponsor or any of its subsidiaries may at any time and from time to time purchase outstanding Capital Securities by tender, in the open market or by private agreement.

ARTICLE II
Miscellaneous

Section 2.01 The Declaration Amendment in this Amendment shall be effective as of the date hereof as to, and binding upon the Holders of, all Securities outstanding, as well as any and all Securities hereafter issued.

Section 2.02 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.03 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendment shall be deemed amended.

Section 2.04 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.05 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Sponsor or Regular Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.06 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.07 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

**AMENDMENT NO. 1 TO AMENDMENT AND RESTATED
DECLARATION OF TRUST OF BAC CAPITAL TRUST VII**

AMENDMENT NO. 2
TO
AMENDED AND RESTATED
DECLARATION OF TRUST OF
BAC CAPITAL TRUST VII

Dated as of November 10, 2011

AMENDMENT NO. 2, dated as of November 10, 2011 ("Amendment"), to the Amended and Restated Declaration of Trust of BAC CAPITAL TRUST VII (the "Trust"), dated as of August 4, 2005 (as amended, the "Declaration"), by and among the Regular Trustees signatory thereto (the "Regular Trustees"), THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York) (the "Property Trustee"), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the "Delaware Trustee" and, together with the Regular Trustees, the Property Trustee and the Delaware Trustee, the "Trustees"), BANK OF AMERICA CORPORATION, a Delaware corporation (the "Sponsor"), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Sponsor and the Trustees may enter into a written instrument in order to amend the Declaration;

WHEREAS, the Sponsor desires and hereby directs the Trustees to enter into this Amendment to amend certain provisions of the Declaration as provided herein (collectively, the "Declaration Amendments");

WHEREAS, the Declaration Amendments contained herein shall not adversely affect the interests of the Holders in any material respect;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers' Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel pursuant to Section 12.1(b) of the Declaration that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and the Trustees covenant and agree as follows:

ARTICLE I

Amendments to the Declaration

Section 1.01. Section 1.1 of the Declaration shall be amended to add the following new definitions in alphabetical order:

"Exchange" has the meaning set forth in Section 6.2(a).

“Liquidation Amount” means, with respect to Capital Securities or Common Securities, the liquidation amount per Capital Security or Common Security, respectively, as set forth in Annex I hereto.

“Sponsor Affiliated Holder” has the meaning set forth in Section 6.2(a).

Section 1.02 Section 3.8(c)(ii) shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(ii) engage in such ministerial activities as shall be necessary or appropriate to effect the redemption of the Capital Securities and the Common Securities to the extent the Notes are redeemed or mature and to effect the Exchange of Capital Securities and Common Securities for Notes to the extent a Sponsor Affiliated Holder elects to effect such Exchange pursuant to Section 6.2 hereof; and

Section 1.03 Article VI of the Declaration shall be entitled “Distributions; Exchanges” and it shall be amended by adding the following as Section 6.2:

SECTION 6.2 Exchanges.

(a) If at any time the Sponsor or any of its Affiliates (in any such case, a “Sponsor Affiliated Holder”) is the Holder of any Capital Securities or is a Capital Security Beneficial Owner, such Sponsor Affiliated Holder shall have the right to deliver to the Property Trustee all or such portion of its Capital Securities as it elects and, subject to the terms of the Indenture, receive, in exchange therefor, Notes having an aggregate principal amount equal to the aggregate Liquidation Amount of the Capital Securities exchanged therefor (such an exchange being referred to herein as an “Exchange”). Such election (i) shall be exercisable, and shall be effective on any Business Day, provided that such Business Day is not a record date or any date falling between a record date and a date on which the related Distribution is payable, by such Sponsor Affiliated Holder delivering to the Property Trustee a written notice of such election specifying the aggregate Liquidation Amount of Capital Securities with respect to which such election is being made and the date on which such Exchange shall occur, which date shall be not less than three (3) Business Days after the date of receipt by the Property Trustee of such election notice and (ii) shall be conditioned upon such Sponsor Affiliated Holder having delivered or caused to be delivered to the Property Trustee or its designee the Capital Securities which are the subject of such election by 10:00 a.m. New York City time, on the date on which such Exchange is to occur. After the Exchange, such Capital Securities shall be cancelled and shall no longer be deemed to be outstanding and all rights of the Sponsor Affiliated Holder with respect to such Capital Securities shall cease. So long as the Capital Securities are in book-entry-only form, the delivery and the cancellation of the Capital Securities pursuant to this Section 6.2 shall be made in accordance with the customary procedures for the Clearing Agency for the Capital Securities.

(b) In the case of an Exchange described in Section 6.2(a), the Trust shall, at the written request of the Sponsor, on the date of such Exchange, exchange Notes having a principal amount equal to a proportional amount of the aggregate Liquidation Amount of the outstanding Common Securities, such proportional amount determined by multiplying the aggregate Liquidation Amount of the outstanding Common Securities by the ratio of the aggregate Liquidation Amount of the Capital Securities exchanged pursuant to Section 6.2(a) to the aggregate Liquidation Amount of the Capital Securities outstanding immediately prior to such Exchange, for such proportional amount of Common Securities held by the Sponsor (which contemporaneously shall be cancelled and no longer be deemed to be outstanding); provided, that the Sponsor delivers or causes to be delivered to the Property Trustee or its designee the required amount of Common Securities to be exchanged by 10:00 a.m., New York City time, on the date on which such Exchange is to occur.

ARTICLE II

Miscellaneous

Section 2.01 The Trustees accept the Declaration Amendments set forth in this Amendment upon the terms and conditions set forth in the Declaration. The Trustees shall not be responsible or accountable in any manner whatsoever for or in respect of, and make no representation with respect to, the validity or sufficiency of this Amendment or the due execution hereof by the Sponsor and shall not be responsible in any manner whatsoever for or in respect of the correctness of the recitals and statements contained herein, all of which recitals and statements are made solely by the Sponsor.

Section 2.02 The Trustees have no duty to determine or otherwise monitor whether any adjustments or actions set forth herein should be made, how they should be made or what they should be. The Trustees shall not be accountable for and make no representation as to the validity or value of any securities or assets issued pursuant to the terms hereof. The Trustees shall not be responsible for the Sponsor's failure to comply with the amendments set forth herein.

Section 2.03 The Declaration Amendments in this Amendment shall be effective as to, and binding upon the Holders of, all Securities outstanding as of the date hereof, as well as any and all Securities hereafter issued.

Section 2.04 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.05 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendments shall be deemed amended.

Section 2.06 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.07 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.08 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.09 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES

Name: Angela C. Jones
Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

THE BANK OF NEW YORK MELLON,
as Property Trustee

By: /s/ THOMAS J. PROVENZANO

Name: Thomas J. Provenzano
Title: Vice President

BNY MELLON TRUST OF DELAWARE,
as Delaware Trustee

By: /s/ KRISTINE K. GULLO

Name: Kristine K. Gullo
Title: Vice President

AMENDMENT NO. 2 TO A&R DECLARATION OF TRUST OF BAC CAPITAL TRUST VII

**AMENDMENT NO. 1
TO
AMENDED AND RESTATED DECLARATION OF TRUST
OF BAC CAPITAL TRUST VIII**

Dated as of November 7, 2011

AMENDMENT NO. 1, dated as of November 7, 2011 (“Amendment”), to the Amended and Restated Declaration of Trust of BAC CAPITAL TRUST VIII (the “Trust”), dated as of August 17, 2005 (as amended, the “Declaration”), by and among the Regular Trustees signatory thereto (the “Regular Trustees”), THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York) (the “Property Trustee”), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the “Delaware Trustee”), BANK OF AMERICA CORPORATION, a Delaware corporation (the “Sponsor”), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, Section 12.1(g) of the Declaration provides that the Declaration may be amended without the consent of the Holders of the Securities to, among other things, cure any ambiguity or to correct or supplement any provision in the Declaration that may be defective or inconsistent with any other provision of the Declaration;

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Regular Trustees may enter into a written instrument in order to amend the Declaration; provided, however, that if the amendment affects the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee, then the amendment must also be executed by the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor desires and hereby directs the Regular Trustees to enter into this Amendment to amend Section 4(d)(v) of Annex I to the Declaration as provided herein to cure any ambiguity and correct the inconsistent and defective language contained therein (the “Declaration Amendment”);

WHEREAS, the Declaration Amendment contained herein shall not affect the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers’ Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Regular Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and Regular Trustees covenant and agree as follows:

ARTICLE I
Amendment to the Declaration

Section 1.01. Section 4(d)(v) of Annex I to the Declaration shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(v) Subject to the foregoing and applicable law (including, without limitation, United States federal securities laws), the Sponsor or any of its subsidiaries may at any time and from time to time purchase outstanding Capital Securities by tender, in the open market or by private agreement.

ARTICLE II
Miscellaneous

Section 2.01 The Declaration Amendment in this Amendment shall be effective as of the date hereof as to, and binding upon the Holders of, all Securities outstanding, as well as any and all Securities hereafter issued.

Section 2.02 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.03 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendment shall be deemed amended.

Section 2.04 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.05 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Sponsor or Regular Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.06 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.07 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

**AMENDMENT NO. 1 TO AMENDED AND RESTATED
DECLARATION OF TRUST OF BAC CAPITAL TRUST VIII**

AMENDMENT NO. 2
TO
AMENDED AND RESTATED
DECLARATION OF TRUST OF
BAC CAPITAL TRUST VIII

Dated as of November 10, 2011

AMENDMENT NO. 2, dated as of November 10, 2011 (“Amendment”), to the Amended and Restated Declaration of Trust of BAC CAPITAL TRUST VIII (the “Trust”), dated as of August 17, 2005 (as amended, the “Declaration”), by and among the Regular Trustees signatory thereto (the “Regular Trustees”), THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York) (the “Property Trustee”), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the “Delaware Trustee” and, together with the Regular Trustees, the Property Trustee and the Delaware Trustee, the “Trustees”), BANK OF AMERICA CORPORATION, a Delaware corporation (the “Sponsor”), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Sponsor and the Trustees may enter into a written instrument in order to amend the Declaration;

WHEREAS, the Sponsor desires and hereby directs the Trustees to enter into this Amendment to amend certain provisions of the Declaration as provided herein (collectively, the “Declaration Amendments”);

WHEREAS, the Declaration Amendments contained herein shall not adversely affect the interests of the Holders in any material respect;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers’ Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel pursuant to Section 12.1(b) of the Declaration that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and the Trustees covenant and agree as follows:

ARTICLE I

Amendments to the Declaration

Section 1.01. Section 1.1 of the Declaration shall be amended to add the following new definitions in alphabetical order:

“Exchange” has the meaning set forth in Section 6.2(a).

“Liquidation Amount” means, with respect to Capital Securities or Common Securities, the liquidation amount per Capital Security or Common Security, respectively, as set forth in Annex I hereto.

“Sponsor Affiliated Holder” has the meaning set forth in Section 6.2(a).

Section 1.02 Section 3.8(c)(ii) shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(ii) engage in such ministerial activities as shall be necessary or appropriate to effect the redemption of the Capital Securities and the Common Securities to the extent the Notes are redeemed or mature and to effect the Exchange of Capital Securities and Common Securities for Notes to the extent a Sponsor Affiliated Holder elects to effect such Exchange pursuant to Section 6.2 hereof; and

Section 1.03 Article VI of the Declaration shall be entitled “Distributions; Exchanges” and it shall be amended by adding the following as Section 6.2:

SECTION 6.2 Exchanges.

(a) If at any time the Sponsor or any of its Affiliates (in any such case, a “Sponsor Affiliated Holder”) is the Holder of any Capital Securities or is a Capital Security Beneficial Owner, such Sponsor Affiliated Holder shall have the right to deliver to the Property Trustee all or such portion of its Capital Securities as it elects and, subject to the terms of the Indenture, receive, in exchange therefor, Notes having an aggregate principal amount equal to the aggregate Liquidation Amount of the Capital Securities exchanged therefor (such an exchange being referred to herein as an “Exchange”). Such election (i) shall be exercisable, and shall be effective on any Business Day, provided that such Business Day is not a record date or any date falling between a record date and a date on which the related Distribution is payable, by such Sponsor Affiliated Holder delivering to the Property Trustee a written notice of such election specifying the aggregate Liquidation Amount of Capital Securities with respect to which such election is being made and the date on which such Exchange shall occur, which date shall be not less than three (3) Business Days after the date of receipt by the Property Trustee of such election notice and (ii) shall be conditioned upon such Sponsor Affiliated Holder having delivered or caused to be delivered to the Property Trustee or its designee the Capital Securities which are the subject of such election by 10:00 a.m. New York City time, on the date on which such Exchange is to occur. After the Exchange, such Capital Securities shall be cancelled and shall no longer be deemed to be outstanding and all rights of the Sponsor Affiliated Holder with respect to such Capital Securities shall cease. So long as the Capital Securities are in book-entry-only form, the delivery and the cancellation of the Capital Securities pursuant to this Section 6.2 shall be made in accordance with the customary procedures for the Clearing Agency for the Capital Securities.

(b) In the case of an Exchange described in Section 6.2(a), the Trust shall, at the written request of the Sponsor, on the date of such Exchange, exchange Notes having a principal amount equal to a proportional amount of the aggregate Liquidation Amount of the outstanding Common Securities, such proportional amount determined by multiplying the aggregate Liquidation Amount of the outstanding Common Securities by the ratio of the aggregate Liquidation Amount of the Capital Securities exchanged pursuant to Section 6.2(a) to the aggregate Liquidation Amount of the Capital Securities outstanding immediately prior to such Exchange, for such proportional amount of Common Securities held by the Sponsor (which contemporaneously shall be cancelled and no longer be deemed to be outstanding); provided, that the Sponsor delivers or causes to be delivered to the Property Trustee or its designee the required amount of Common Securities to be exchanged by 10:00 a.m., New York City time, on the date on which such Exchange is to occur.

ARTICLE II

Miscellaneous

Section 2.01 The Trustees accept the Declaration Amendments set forth in this Amendment upon the terms and conditions set forth in the Declaration. The Trustees shall not be responsible or accountable in any manner whatsoever for or in respect of, and make no representation with respect to, the validity or sufficiency of this Amendment or the due execution hereof by the Sponsor and shall not be responsible in any manner whatsoever for or in respect of the correctness of the recitals and statements contained herein, all of which recitals and statements are made solely by the Sponsor.

Section 2.02 The Trustees have no duty to determine or otherwise monitor whether any adjustments or actions set forth herein should be made, how they should be made or what they should be. The Trustees shall not be accountable for and make no representation as to the validity or value of any securities or assets issued pursuant to the terms hereof. The Trustees shall not be responsible for the Sponsor's failure to comply with the amendments set forth herein.

Section 2.03 The Declaration Amendments in this Amendment shall be effective as to, and binding upon the Holders of, all Securities outstanding as of the date hereof, as well as any and all Securities hereafter issued.

Section 2.04 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.05 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendments shall be deemed amended.

Section 2.06 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.07 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.08 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.09 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES

Name: Angela C. Jones
Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

THE BANK OF NEW YORK MELLON,
as Property Trustee

By: /s/ THOMAS J. PROVENZANO

Name: Thomas J. Provenzano
Title: Vice President

BNY MELLON TRUST OF DELAWARE,
as Delaware Trustee

By: /s/ KRISTINE K. GULLO

Name: Kristine K. Gullo
Title: Vice President

AMENDMENT NO. 2 TO A&R DECLARATION OF TRUST OF BAC CAPITAL TRUST VIII

**AMENDMENT NO. 1
TO
AMENDED AND RESTATED DECLARATION OF TRUST
OF BAC CAPITAL TRUST X**

Dated as of November 7, 2011

AMENDMENT NO. 1, dated as of November 7, 2011 (“Amendment”), to the Amended and Restated Declaration of Trust of BAC CAPITAL TRUST X (the “Trust”), dated as of March 21, 2006 (as amended, the “Declaration”), by and among the Regular Trustees signatory thereto (the “Regular Trustees”), THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York) (the “Property Trustee”), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the “Delaware Trustee”), BANK OF AMERICA CORPORATION, a Delaware corporation (the “Sponsor”), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, Section 12.1(g) of the Declaration provides that the Declaration may be amended without the consent of the Holders of the Securities to, among other things, cure any ambiguity or to correct or supplement any provision in the Declaration that may be defective or inconsistent with any other provision of the Declaration;

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Regular Trustees may enter into a written instrument in order to amend the Declaration; provided, however, that if the amendment affects the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee, then the amendment must also be executed by the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor desires and hereby directs the Regular Trustees to enter into this Amendment to amend Section 4(d)(v) of Annex I to the Declaration as provided herein to cure any ambiguity and correct the inconsistent and defective language contained therein (the “Declaration Amendment”);

WHEREAS, the Declaration Amendment contained herein shall not affect the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers’ Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Regular Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and Regular Trustees covenant and agree as follows:

ARTICLE I
Amendment to the Declaration

Section 1.01. Section 4(d)(v) of Annex I to the Declaration shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(v) Subject to the foregoing and applicable law (including, without limitation, United States federal securities laws), the Sponsor or any of its subsidiaries may at any time and from time to time purchase outstanding Capital Securities by tender, in the open market or by private agreement.

ARTICLE II
Miscellaneous

Section 2.01 The Declaration Amendment in this Amendment shall be effective as of the date hereof as to, and binding upon the Holders of, all Securities outstanding, as well as any and all Securities hereafter issued.

Section 2.02 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.03 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendment shall be deemed amended.

Section 2.04 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.05 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Sponsor or Regular Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.06 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.07 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

**AMENDMENT NO. 1 TO AMENDED AND RESTATED
DECLARATION OF TRUST OF BAC CAPITAL TRUST X**

AMENDMENT NO. 2
TO
AMENDED AND RESTATED
DECLARATION OF TRUST OF
BAC CAPITAL TRUST X

Dated as of November 10, 2011

AMENDMENT NO. 2, dated as of November 10, 2011 ("Amendment"), to the Amended and Restated Declaration of Trust of BAC CAPITAL TRUST X (the "Trust"), dated as of March 21, 2006 (as amended, the "Declaration"), by and among the Regular Trustees signatory thereto (the "Regular Trustees"), THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York) (the "Property Trustee"), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the "Delaware Trustee" and, together with the Regular Trustees, the Property Trustee and the Delaware Trustee, the "Trustees"), BANK OF AMERICA CORPORATION, a Delaware corporation (the "Sponsor"), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Sponsor and the Trustees may enter into a written instrument in order to amend the Declaration;

WHEREAS, the Sponsor desires and hereby directs the Trustees to enter into this Amendment to amend certain provisions of the Declaration as provided herein (collectively, the "Declaration Amendments");

WHEREAS, the Declaration Amendments contained herein shall not adversely affect the interests of the Holders in any material respect;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers' Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel pursuant to Section 12.1(b) of the Declaration that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and the Trustees covenant and agree as follows:

ARTICLE I

Amendments to the Declaration

Section 1.01. Section 1.1 of the Declaration shall be amended to add the following new definitions in alphabetical order:

"Exchange" has the meaning set forth in Section 6.2(a).

“Liquidation Amount” means, with respect to Capital Securities or Common Securities, the liquidation amount per Capital Security or Common Security, respectively, as set forth in Annex I hereto.

“Sponsor Affiliated Holder” has the meaning set forth in Section 6.2(a).

Section 1.02 Section 3.8(c)(ii) shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(ii) engage in such ministerial activities as shall be necessary or appropriate to effect the redemption of the Capital Securities and the Common Securities to the extent the Notes are redeemed or mature and to effect the Exchange of Capital Securities and Common Securities for Notes to the extent a Sponsor Affiliated Holder elects to effect such Exchange pursuant to Section 6.2 hereof; and

Section 1.03 Article VI of the Declaration shall be entitled “Distributions; Exchanges” and it shall be amended by adding the following as Section 6.2:

SECTION 6.2 Exchanges.

(a) If at any time the Sponsor or any of its Affiliates (in any such case, a “Sponsor Affiliated Holder”) is the Holder of any Capital Securities or is a Capital Security Beneficial Owner, such Sponsor Affiliated Holder shall have the right to deliver to the Property Trustee all or such portion of its Capital Securities as it elects and, subject to the terms of the Indenture, receive, in exchange therefor, Notes having an aggregate principal amount equal to the aggregate Liquidation Amount of the Capital Securities exchanged therefor (such an exchange being referred to herein as an “Exchange”). Such election (i) shall be exercisable, and shall be effective on any Business Day, provided that such Business Day is not a record date or any date falling between a record date and a date on which the related Distribution is payable, by such Sponsor Affiliated Holder delivering to the Property Trustee a written notice of such election specifying the aggregate Liquidation Amount of Capital Securities with respect to which such election is being made and the date on which such Exchange shall occur, which date shall be not less than three (3) Business Days after the date of receipt by the Property Trustee of such election notice and (ii) shall be conditioned upon such Sponsor Affiliated Holder having delivered or caused to be delivered to the Property Trustee or its designee the Capital Securities which are the subject of such election by 10:00 a.m. New York City time, on the date on which such Exchange is to occur. After the Exchange, such Capital Securities shall be cancelled and shall no longer be deemed to be outstanding and all rights of the Sponsor Affiliated Holder with respect to such Capital Securities shall cease. So long as the Capital Securities are in book-entry-only form, the delivery and the cancellation of the Capital Securities pursuant to this Section 6.2 shall be made in accordance with the customary procedures for the Clearing Agency for the Capital Securities.

(b) In the case of an Exchange described in Section 6.2(a), the Trust shall, at the written request of the Sponsor, on the date of such Exchange, exchange Notes having a principal amount equal to a proportional amount of the aggregate Liquidation Amount of the outstanding Common Securities, such proportional amount determined by multiplying the aggregate Liquidation Amount of the outstanding Common Securities by the ratio of the aggregate Liquidation Amount of the Capital Securities exchanged pursuant to Section 6.2(a) to the aggregate Liquidation Amount of the Capital Securities outstanding immediately prior to such Exchange, for such proportional amount of Common Securities held by the Sponsor (which contemporaneously shall be cancelled and no longer be deemed to be outstanding); provided, that the Sponsor delivers or causes to be delivered to the Property Trustee or its designee the required amount of Common Securities to be exchanged by 10:00 a.m., New York City time, on the date on which such Exchange is to occur.

ARTICLE II

Miscellaneous

Section 2.01 The Trustees accept the Declaration Amendments set forth in this Amendment upon the terms and conditions set forth in the Declaration. The Trustees shall not be responsible or accountable in any manner whatsoever for or in respect of, and make no representation with respect to, the validity or sufficiency of this Amendment or the due execution hereof by the Sponsor and shall not be responsible in any manner whatsoever for or in respect of the correctness of the recitals and statements contained herein, all of which recitals and statements are made solely by the Sponsor.

Section 2.02 The Trustees have no duty to determine or otherwise monitor whether any adjustments or actions set forth herein should be made, how they should be made or what they should be. The Trustees shall not be accountable for and make no representation as to the validity or value of any securities or assets issued pursuant to the terms hereof. The Trustees shall not be responsible for the Sponsor's failure to comply with the amendments set forth herein.

Section 2.03 The Declaration Amendments in this Amendment shall be effective as to, and binding upon the Holders of, all Securities outstanding as of the date hereof, as well as any and all Securities hereafter issued.

Section 2.04 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.05 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendments shall be deemed amended.

Section 2.06 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.07 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.08 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.09 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES

Name: Angela C. Jones
Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

THE BANK OF NEW YORK MELLON,
as Property Trustee

By: /s/ THOMAS J. PROVENZANO

Name: Thomas J. Provenzano
Title: Vice President

BNY MELLON TRUST OF DELAWARE,
as Delaware Trustee

By: /S/ KRISTINE K. GULLO

Name: Kristine K. Gullo
Title: Vice President

AMENDMENT NO. 2 TO A&R DECLARATION OF TRUST OF BAC CAPITAL TRUST X

**AMENDMENT NO. 1
TO
AMENDED AND RESTATED DECLARATION OF TRUST
OF BAC CAPITAL TRUST XI**

Dated as of November 7, 2011

AMENDMENT NO. 1, dated as of November 7, 2011 (“Amendment”), to the Amended and Restated Declaration of Trust of BAC CAPITAL TRUST XI (the “Trust”), dated as of May 15, 2006 (as amended, the “Declaration”), by and among the Regular Trustees signatory thereto (the “Regular Trustees”), THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York) (the “Property Trustee”), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the “Delaware Trustee”), BANK OF AMERICA CORPORATION, a Delaware corporation (the “Sponsor”), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, Section 12.1(g) of the Declaration provides that the Declaration may be amended without the consent of the Holders of the Securities to, among other things, cure any ambiguity or to correct or supplement any provision in the Declaration that may be defective or inconsistent with any other provision of the Declaration;

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Regular Trustees may enter into a written instrument in order to amend the Declaration; provided, however, that if the amendment affects the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee, then the amendment must also be executed by the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor desires and hereby directs the Regular Trustees to enter into this Amendment to amend Section 4(d)(v) of Annex I to the Declaration as provided herein to cure any ambiguity and correct the inconsistent and defective language contained therein (the “Declaration Amendment”);

WHEREAS, the Declaration Amendment contained herein shall not affect the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers’ Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Regular Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and Regular Trustees covenant and agree as follows:

ARTICLE I
Amendment to the Declaration

Section 1.01. Section 4(d)(v) of Annex I to the Declaration shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(v) Subject to the foregoing and applicable law (including, without limitation, United States federal securities laws), the Sponsor or any of its subsidiaries may at any time and from time to time purchase outstanding Capital Securities by tender, in the open market or by private agreement.

ARTICLE II
Miscellaneous

Section 2.01 The Declaration Amendment in this Amendment shall be effective as of the date hereof as to, and binding upon the Holders of, all Securities outstanding, as well as any and all Securities hereafter issued.

Section 2.02 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.03 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendment shall be deemed amended.

Section 2.04 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.05 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Sponsor or Regular Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.06 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.07 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

**AMENDMENT NO. 1 TO AMENDED AND RESTATED
DECLARATION OF TRUST OF BAC CAPITAL TRUST XI**

AMENDMENT NO. 2
TO
AMENDED AND RESTATED
DECLARATION OF TRUST OF
BAC CAPITAL TRUST XI

Dated as of November 10, 2011

AMENDMENT NO. 2, dated as of November 10, 2011 ("Amendment"), to the Amended and Restated Declaration of Trust of BAC CAPITAL TRUST XI (the "Trust"), dated as of May 15, 2006 (as amended, the "Declaration"), by and among the Regular Trustees signatory thereto (the "Regular Trustees"), THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York) (the "Property Trustee"), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the "Delaware Trustee" and, together with the Regular Trustees, the Property Trustee and the Delaware Trustee, the "Trustees"), BANK OF AMERICA CORPORATION, a Delaware corporation (the "Sponsor"), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Sponsor and the Trustees may enter into a written instrument in order to amend the Declaration;

WHEREAS, the Sponsor desires and hereby directs the Trustees to enter into this Amendment to amend certain provisions of the Declaration as provided herein (collectively, the "Declaration Amendments");

WHEREAS, the Declaration Amendments contained herein shall not adversely affect the interests of the Holders in any material respect;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers' Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel pursuant to Section 12.1(b) of the Declaration that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and the Trustees covenant and agree as follows:

ARTICLE I

Amendments to the Declaration

Section 1.01. Section 1.1 of the Declaration shall be amended to add the following new definitions in alphabetical order:

"Exchange" has the meaning set forth in Section 6.2(a).

“Liquidation Amount” means, with respect to Capital Securities or Common Securities, the liquidation amount per Capital Security or Common Security, respectively, as set forth in Annex I hereto.

“Sponsor Affiliated Holder” has the meaning set forth in Section 6.2(a).

Section 1.02 Section 3.8(c)(ii) shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(ii) engage in such ministerial activities as shall be necessary or appropriate to effect the redemption of the Capital Securities and the Common Securities to the extent the Notes are redeemed or mature and to effect the Exchange of Capital Securities and Common Securities for Notes to the extent a Sponsor Affiliated Holder elects to effect such Exchange pursuant to Section 6.2 hereof; and

Section 1.03 Article VI of the Declaration shall be entitled “Distributions; Exchanges” and it shall be amended by adding the following as Section 6.2:

SECTION 6.2 Exchanges.

(a) If at any time the Sponsor or any of its Affiliates (in any such case, a “Sponsor Affiliated Holder”) is the Holder of any Capital Securities or is a Capital Security Beneficial Owner, such Sponsor Affiliated Holder shall have the right to deliver to the Property Trustee all or such portion of its Capital Securities as it elects and, subject to the terms of the Indenture, receive, in exchange therefor, Notes having an aggregate principal amount equal to the aggregate Liquidation Amount of the Capital Securities exchanged therefor (such an exchange being referred to herein as an “Exchange”). Such election (i) shall be exercisable, and shall be effective on any Business Day, provided that such Business Day is not a record date or any date falling between a record date and a date on which the related Distribution is payable, by such Sponsor Affiliated Holder delivering to the Property Trustee a written notice of such election specifying the aggregate Liquidation Amount of Capital Securities with respect to which such election is being made and the date on which such Exchange shall occur, which date shall be not less than three (3) Business Days after the date of receipt by the Property Trustee of such election notice and (ii) shall be conditioned upon such Sponsor Affiliated Holder having delivered or caused to be delivered to the Property Trustee or its designee the Capital Securities which are the subject of such election by 10:00 a.m. New York City time, on the date on which such Exchange is to occur. After the Exchange, such Capital Securities shall be cancelled and shall no longer be deemed to be outstanding and all rights of the Sponsor Affiliated Holder with respect to such Capital Securities shall cease. So long as the Capital Securities are in book-entry-only form, the delivery and the cancellation of the Capital Securities pursuant to this Section 6.2 shall be made in accordance with the customary procedures for the Clearing Agency for the Capital Securities.

(b) In the case of an Exchange described in Section 6.2(a), the Trust shall, at the written request of the Sponsor, on the date of such Exchange, exchange Notes having a principal amount equal to a proportional amount of the aggregate Liquidation Amount of the outstanding Common Securities, such proportional amount determined by multiplying the aggregate Liquidation Amount of the outstanding Common Securities by the ratio of the aggregate Liquidation Amount of the Capital Securities exchanged pursuant to Section 6.2(a) to the aggregate Liquidation Amount of the Capital Securities outstanding immediately prior to such Exchange, for such proportional amount of Common Securities held by the Sponsor (which contemporaneously shall be cancelled and no longer be deemed to be outstanding); provided, that the Sponsor delivers or causes to be delivered to the Property Trustee or its designee the required amount of Common Securities to be exchanged by 10:00 a.m., New York City time, on the date on which such Exchange is to occur.

ARTICLE II

Miscellaneous

Section 2.01 The Trustees accept the Declaration Amendments set forth in this Amendment upon the terms and conditions set forth in the Declaration. The Trustees shall not be responsible or accountable in any manner whatsoever for or in respect of, and make no representation with respect to, the validity or sufficiency of this Amendment or the due execution hereof by the Sponsor and shall not be responsible in any manner whatsoever for or in respect of the correctness of the recitals and statements contained herein, all of which recitals and statements are made solely by the Sponsor.

Section 2.02 The Trustees have no duty to determine or otherwise monitor whether any adjustments or actions set forth herein should be made, how they should be made or what they should be. The Trustees shall not be accountable for and make no representation as to the validity or value of any securities or assets issued pursuant to the terms hereof. The Trustees shall not be responsible for the Sponsor's failure to comply with the amendments set forth herein.

Section 2.03 The Declaration Amendments in this Amendment shall be effective as to, and binding upon the Holders of, all Securities outstanding as of the date hereof, as well as any and all Securities hereafter issued.

Section 2.04 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.05 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendments shall be deemed amended.

Section 2.06 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.07 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.08 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.09 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES

Name: Angela C. Jones
Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

THE BANK OF NEW YORK MELLON,
as Property Trustee

By: /s/ THOMAS J. PROVENZANO

Name: Thomas J. Provenzano
Title: Vice President

BNY MELLON TRUST OF DELAWARE,
as Delaware Trustee

By: /s/ KRISTINE K. GULLO

Name: Kristine K. Gullo
Title: Vice President

AMENDMENT NO. 2 TO A&R DECLARATION OF TRUST OF BAC CAPITAL TRUST XI

**AMENDMENT NO. 1
TO
AMENDED AND RESTATED DECLARATION OF TRUST
OF BAC CAPITAL TRUST XII**

Dated as of November 7, 2011

AMENDMENT NO. 1, dated as of November 7, 2011 (“Amendment”), to the Amended and Restated Declaration of Trust of BAC CAPITAL TRUST XII (the “Trust”), dated as of July 26, 2006 (as amended, the “Declaration”), by and among the Regular Trustees signatory thereto (the “Regular Trustees”), THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York) (the “Property Trustee”), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the “Delaware Trustee”), BANK OF AMERICA CORPORATION, a Delaware corporation (the “Sponsor”), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, Section 12.1(g) of the Declaration provides that the Declaration may be amended without the consent of the Holders of the Securities to, among other things, cure any ambiguity or to correct or supplement any provision in the Declaration that may be defective or inconsistent with any other provision of the Declaration;

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Regular Trustees may enter into a written instrument in order to amend the Declaration; provided, however, that if the amendment affects the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee, then the amendment must also be executed by the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor desires and hereby directs the Regular Trustees to enter into this Amendment to amend Section 4(d)(v) of Annex I to the Declaration as provided herein to cure any ambiguity and correct the inconsistent and defective language contained therein (the “Declaration Amendment”);

WHEREAS, the Declaration Amendment contained herein shall not affect the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers’ Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Regular Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and Regular Trustees covenant and agree as follows:

ARTICLE I
Amendment to the Declaration

Section 1.01. Section 4(d)(v) of Annex I to the Declaration shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(v) Subject to the foregoing and applicable law (including, without limitation, United States federal securities laws), the Sponsor or any of its subsidiaries may at any time and from time to time purchase outstanding Capital Securities by tender, in the open market or by private agreement.

ARTICLE II
Miscellaneous

Section 2.01 The Declaration Amendment in this Amendment shall be effective as of the date hereof as to, and binding upon the Holders of, all Securities outstanding, as well as any and all Securities hereafter issued.

Section 2.02 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.03 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendment shall be deemed amended.

Section 2.04 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.05 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Sponsor or Regular Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.06 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.07 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

**AMENDMENT NO. 1 TO AMENDED AND RESTATED
DECLARATION OF TRUST OF BAC CAPITAL TRUST XII**

AMENDMENT NO. 2
TO
AMENDED AND RESTATED
DECLARATION OF TRUST OF
BAC CAPITAL TRUST XII

Dated as of November 10, 2011

AMENDMENT NO. 2, dated as of November 10, 2011 ("Amendment"), to the Amended and Restated Declaration of Trust of BAC CAPITAL TRUST XII (the "Trust"), dated as of July 26, 2006 (as amended, the "Declaration"), by and among the Regular Trustees signatory thereto (the "Regular Trustees"), THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York) (the "Property Trustee"), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the "Delaware Trustee" and, together with the Regular Trustees, the Property Trustee and the Delaware Trustee, the "Trustees"), BANK OF AMERICA CORPORATION, a Delaware corporation (the "Sponsor"), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Sponsor and the Trustees may enter into a written instrument in order to amend the Declaration;

WHEREAS, the Sponsor desires and hereby directs the Trustees to enter into this Amendment to amend certain provisions of the Declaration as provided herein (collectively, the "Declaration Amendments");

WHEREAS, the Declaration Amendments contained herein shall not adversely affect the interests of the Holders in any material respect;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers' Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel pursuant to Section 12.1(b) of the Declaration that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and the Trustees covenant and agree as follows:

ARTICLE I

Amendments to the Declaration

Section 1.01. Section 1.1 of the Declaration shall be amended to add the following new definitions in alphabetical order:

"Exchange" has the meaning set forth in Section 6.2(a).

“Liquidation Amount” means, with respect to Capital Securities or Common Securities, the liquidation amount per Capital Security or Common Security, respectively, as set forth in Annex I hereto.

“Sponsor Affiliated Holder” has the meaning set forth in Section 6.2(a).

Section 1.02 Section 3.8(c)(ii) shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(ii) engage in such ministerial activities as shall be necessary or appropriate to effect the redemption of the Capital Securities and the Common Securities to the extent the Notes are redeemed or mature and to effect the Exchange of Capital Securities and Common Securities for Notes to the extent a Sponsor Affiliated Holder elects to effect such Exchange pursuant to Section 6.2 hereof; and

Section 1.03 Article VI of the Declaration shall be entitled “Distributions; Exchanges” and it shall be amended by adding the following as Section 6.2:

SECTION 6.2 Exchanges.

(a) If at any time the Sponsor or any of its Affiliates (in any such case, a “Sponsor Affiliated Holder”) is the Holder of any Capital Securities or is a Capital Security Beneficial Owner, such Sponsor Affiliated Holder shall have the right to deliver to the Property Trustee all or such portion of its Capital Securities as it elects and, subject to the terms of the Indenture, receive, in exchange therefor, Notes having an aggregate principal amount equal to the aggregate Liquidation Amount of the Capital Securities exchanged therefor (such an exchange being referred to herein as an “Exchange”). Such election (i) shall be exercisable, and shall be effective on any Business Day, provided that such Business Day is not a record date or any date falling between a record date and a date on which the related Distribution is payable, by such Sponsor Affiliated Holder delivering to the Property Trustee a written notice of such election specifying the aggregate Liquidation Amount of Capital Securities with respect to which such election is being made and the date on which such Exchange shall occur, which date shall be not less than three (3) Business Days after the date of receipt by the Property Trustee of such election notice and (ii) shall be conditioned upon such Sponsor Affiliated Holder having delivered or caused to be delivered to the Property Trustee or its designee the Capital Securities which are the subject of such election by 10:00 a.m. New York City time, on the date on which such Exchange is to occur. After the Exchange, such Capital Securities shall be cancelled and shall no longer be deemed to be outstanding and all rights of the Sponsor Affiliated Holder with respect to such Capital Securities shall cease. So long as the Capital Securities are in book-entry-only form, the delivery and the cancellation of the Capital Securities pursuant to this Section 6.2 shall be made in accordance with the customary procedures for the Clearing Agency for the Capital Securities.

(b) In the case of an Exchange described in Section 6.2(a), the Trust shall, at the written request of the Sponsor, on the date of such Exchange, exchange Notes having a principal amount equal to a proportional amount of the aggregate Liquidation Amount of the outstanding Common Securities, such proportional amount determined by multiplying the aggregate Liquidation Amount of the outstanding Common Securities by the ratio of the aggregate Liquidation Amount of the Capital Securities exchanged pursuant to Section 6.2(a) to the aggregate Liquidation Amount of the Capital Securities outstanding immediately prior to such Exchange, for such proportional amount of Common Securities held by the Sponsor (which contemporaneously shall be cancelled and no longer be deemed to be outstanding); provided, that the Sponsor delivers or causes to be delivered to the Property Trustee or its designee the required amount of Common Securities to be exchanged by 10:00 a.m., New York City time, on the date on which such Exchange is to occur.

ARTICLE II

Miscellaneous

Section 2.01 The Trustees accept the Declaration Amendments set forth in this Amendment upon the terms and conditions set forth in the Declaration. The Trustees shall not be responsible or accountable in any manner whatsoever for or in respect of, and make no representation with respect to, the validity or sufficiency of this Amendment or the due execution hereof by the Sponsor and shall not be responsible in any manner whatsoever for or in respect of the correctness of the recitals and statements contained herein, all of which recitals and statements are made solely by the Sponsor.

Section 2.02 The Trustees have no duty to determine or otherwise monitor whether any adjustments or actions set forth herein should be made, how they should be made or what they should be. The Trustees shall not be accountable for and make no representation as to the validity or value of any securities or assets issued pursuant to the terms hereof. The Trustees shall not be responsible for the Sponsor's failure to comply with the amendments set forth herein.

Section 2.03 The Declaration Amendments in this Amendment shall be effective as to, and binding upon the Holders of, all Securities outstanding as of the date hereof, as well as any and all Securities hereafter issued.

Section 2.04 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.05 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendments shall be deemed amended.

Section 2.06 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.07 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.08 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.09 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES

Name: Angela C. Jones
Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

THE BANK OF NEW YORK MELLON,
as Property Trustee

By: /s/ THOMAS J. PROVENZANO

Name: Thomas J. Provenzano
Title: Vice President

BNY MELLON TRUST OF DELAWARE,
as Delaware Trustee

By: /s/ KRISTINE K. GULLO

Name: Kristine K. Gullo
Title: Vice President

AMENDMENT NO. 2 TO A&R DECLARATION OF TRUST OF BAC CAPITAL TRUST XII

**AMENDMENT NO. 1
TO
AMENDED AND RESTATED
DECLARATION OF TRUST
OF
BAC CAPITAL TRUST XIII**

THIS AMENDMENT NO. 1 TO AMENDED AND RESTATED DECLARATION OF TRUST, dated and effective as of December 8, 2011 (this "Amendment"), is entered into among (i) Bank of America Corporation, a Delaware corporation (including any successors or assigns, the "Sponsor") and (ii) Angela C. Jones, Timothy L. Pratt and Leonor Suarez (and their respective successors), each an individual, whose addresses are c/o Bank of America Corporation, 100 North Tryon Street, Charlotte, North Carolina, 28255, Attention: Corporate Treasury (each, a "Regular Trustee," and collectively, the "Regular Trustees"), pursuant to Section 12.2(b) of the Amended and Restated Declaration of Trust, dated February 16, 2007, of BAC Capital Trust XIII.

RECITAL OF THE SPONSOR

WHEREAS, the Trustees have heretofore duly declared and established a statutory trust (the "Trust"), pursuant to the Delaware Statutory Trust Act by entering into that certain Declaration of Trust, dated May 3, 2006 (the "Original Declaration of Trust"), as amended and restated by that certain Amended and Restated Declaration of Trust, dated February 16, 2007 (the Original Declaration of Trust, as so amended and restated, the "Declaration"), and by the execution and filing with the Secretary of State of the State of Delaware of the Certificate of Trust attached to the Declaration as Exhibit A (the "Certificate of Trust");

WHEREAS, the Regular Trustees, the Sponsor (as the Holder of all of the Common Securities) and the Holders representing at least a Majority in Liquidation Amount of the Outstanding HITS of each Affected Class have affirmatively consented to this Amendment in accordance with Section 12.2(b) of the Declaration and the Regular Trustees have received and accepted the Opinion of Counsel contemplated thereby.

NOW, THEREFORE, for and in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is hereby amended as follows:

ARTICLE I

DEFINED TERMS

Section 1.1 *Definitions.*

Capitalized terms used in this Amendment and not otherwise defined shall have the respective meanings assigned thereto in the Declaration.

ARTICLE II

AMENDMENTS TO THE DECLARATION

Section 2.1 *Amendment of Section 1.1 of the Declaration.*

Section 1.1 of the Declaration is hereby amended as follows:

(a) The current definition of “Corresponding Assets” is deleted in its entirety and replaced with the following:

““Corresponding Assets” means, with respect to each \$1,000 Liquidation Amount of Trust Securities:

(a) in the case of Preferred HITS and Common Securities, (i) from the Time of Delivery to but not including the Remarketing Settlement Date for a Successful Remarketing, \$1,000 principal amount of Pledged Notes and a Pro Rata Interest in a Stock Purchase Contract, (ii) from and including the Remarketing Settlement Date for a Successful Remarketing to but not including the Stock Purchase Date, the Bank of America Deposit made with the net proceeds of each \$1,000 principal amount of Pledged Notes sold in such Successful Remarketing on such Remarketing Settlement Date and a Pro Rata Interest in a Stock Purchase Contract, and (iii) from and including the Stock Purchase Date and thereafter for so long as Preferred HITS are outstanding, 1/100th of a share of Preferred Stock;

(b) in the case of Treasury HITS, (i) from the date of issuance for each Treasury HITS to but not including the Stock Purchase Date, \$1,000 principal amount of Pledged Treasury Securities and a Pro Rata Interest in a Stock Purchase Contract, and (ii) from and including the Stock Purchase Date and thereafter for so long as Treasury HITS are outstanding, 1/100th of a share of Preferred Stock, subject to Section 4.8; and

(c) in the case of Corporate HITS, from the date of issuance for each Corporate HITS, \$1,000 principal amount of Notes, subject to Section 5.14.”

(b) The current definition of “Deferred Contract Payment Amount” is deleted in its entirety and replaced with the following:

““Deferred Contract Payment Amount” means, at any time for each \$100,000 stated amount of Stock Purchase Contracts, the amount of the Contract Payments accrued on such stated amount that has been deferred and not paid by reason of the Sponsor’s exercise of its right to defer payment of Contract Payments pursuant to Section 2.7 of the Stock Purchase Contract Agreement (including a comparable amount in respect of any Contract Payments deferred in respect of Fractional Contracts (as defined in the Stock Purchase Contract Agreement)), together with interest accrued on such amount in accordance with the terms of the Stock Purchase Contract Agreement.”

(c) The current definition of “Like Amount” is deleted in its entirety and replaced with the following:

““Like Amount” means:

(a) with respect to a distribution of Notes to Holders of Preferred HITS, Corporate HITS or Common Securities in connection with a dissolution or liquidation of the Trust or a redemption in kind of Corporate HITS pursuant to Section 4.2(c), Notes having a principal amount equal to the Liquidation Amount of the Trust Securities of the Holder to whom such Notes are distributed;

(b) with respect to a distribution of Notes to a Third Party Agent or the Sponsor in connection with an early retirement of Preferred HITS or Common Securities pursuant to Section 4.9, Notes having a principal amount equal to the Liquidation Amount of the applicable Subject Preferred HITS or Subject Common Securities, as the case may be;

(c) with respect to a distribution of Stock Purchase Contracts to a Third Party Agent or the Sponsor in connection with an early retirement of Preferred HITS or Common Securities pursuant to Section 4.9, the number of Stock Purchase Contracts equal to the number of Subject Stock Purchase Contracts (as defined in the Stock Purchase Contract Agreement);

(d) with respect to a distribution of Pledged Treasury Securities to Holders of Treasury HITS in connection with a dissolution or liquidation of the Trust, Pledged Treasury Securities having a principal amount equal to the Liquidation Amount of the Treasury HITS to whom such Pledged Treasury Securities are distributed;

(e) with respect to a distribution of Preferred Stock or fractional interests in Preferred Stock to Holders of Trust Securities in connection with a dissolution or liquidation of the Trust, Preferred Stock or a fractional interest in a share of Preferred Stock (which may be effected by the Trust through the creation of depositary shares) having a liquidation preference equal to the Liquidation Amount of the Trust Securities of the Holder to whom such shares of Preferred Stock or a fractional interest in a share of Preferred Stock (including through a depositary share) are distributed;

(f) with respect to a redemption of Preferred Stock, 1/100th of a share of Preferred Stock for each Preferred HITS or Common Security;

(g) with respect to an Exchange of Preferred HITS and Qualifying Treasury Securities for Treasury HITS and Corporate HITS pursuant to Section 5.13(b), a number of Treasury HITS and a number of Corporate HITS in each case equal to the number of Preferred HITS included in such Exchange (e.g., if 1,000 Preferred HITS are being Exchanged, the Holder will receive 1,000 Treasury HITS and 1,000 Corporate HITS in accordance with and subject to Section 5.13);

(h) with respect to an Exchange of Treasury HITS and Corporate HITS for Preferred HITS and Qualifying Treasury Securities, a number of Preferred HITS equal to the number of Treasury HITS and the number of Corporate HITS being Exchanged (e.g., if 1,000 Treasury HITS and 1,000 Corporate HITS are being Exchanged, the Holder will receive upon the Exchange 1,000 Preferred HITS together with \$1,000,000 principal amount of Qualifying Treasury Securities released from the Pledge, in accordance with and subject to Section 5.13(e));

(i) with respect to Notes (including Pledged Notes as applicable) being deposited or delivered in connection with an Exchange, Notes having a principal amount equal to \$1,000 for each Preferred HITS involved in the Exchange;

(j) with respect to Section 5.16(c), \$1,000 principal amount of Notes for each \$1,000 Liquidation Amount of HITS of each Affected Class; and

(k) with respect to Section 5.16(d), 1/100th of a Stock Purchase Contract with a stated amount of \$100,000 for each \$1,000 Liquidation Amount of HITS of the Affected Classes (or a comparable interest in the case of a Fractional Contract).”

(d) The current definition of “Notes” is deleted in its entirety and replaced with the following:

““Notes” means the \$700,100,000 initial aggregate principal amount of the Sponsor’s Remarketable Junior Subordinated Notes due 2043 issued pursuant to the Indenture, or such lesser aggregate principal amount as shall remain outstanding from time to time.”

(e) The following definition of “Pro Rata Interest in a Stock Purchase Contract” is added:

““Pro Rata Interest in a Stock Purchase Contract” means, with respect to each \$1,000 Liquidation Amount of Trust Securities, an interest in a Stock Purchase Contract representing the right to acquire a 1/100th interest in a share of Preferred Stock, together with such other rights, privileges, obligations and responsibilities associated with such Stock Purchase Contract (including the right to receive Contract Payments), in each case, on the terms and conditions set forth in such Stock Purchase Contract.”

(f) The following definition of “Sponsor Affiliated Owner” is added:

““Sponsor Affiliated Owner” means the Sponsor, its Affiliates or any other Person designated by the Sponsor.”

(g) The current definition of “Stock Purchase Contract Agreement” is deleted in its entirety and replaced with the following:

““Stock Purchase Contract Agreement” means the Stock Purchase Contract Agreement, dated as of the date hereof, between the Sponsor and the Property Trustee (acting on behalf of the Trust), as the same may be amended from time to time.”

(h) The current definition of “Trust Property” is deleted in its entirety and replaced with the following:

““Trust Property” means (a) the Notes for so long as they are owned by the Trust in accordance with this Declaration, (b) the Stock Purchase Contracts for so long as they are owned by the Trust in accordance with this Declaration, (c) the Preferred Stock once acquired by the Trust pursuant to the Stock Purchase Contracts, (d) treasury securities (that are required to be Qualifying Treasury Securities when delivered) delivered to the Property Trustee (or the Collateral Agent) pursuant to Section 5.13 or Section 5.14, (e) the rights of the Trust under the Transaction Agreements, and (f) all proceeds and rights in respect of the foregoing and any other property and assets for the time being held or deemed to be held by the Trust or the Property Trustee on behalf of the Trust pursuant to the Declaration.”

(i) The following definition of “Third-Party Agent” is added:

““Third-Party Agent” has the meaning specified in Section 4.9.”

(j) The following definition of “Subject Common Securities” is added:

““Subject Common Securities” has the meaning specified in Section 4.9.”

(k) The following definition of “Subject Preferred HITS” is added:

““Subject Preferred HITS” has the meaning specified in Section 4.9.”

(l) The following definition of “Sponsor Affiliated Preferred HITS” is added:

““Sponsor Affiliated Preferred HITS” has the meaning specified in Section 4.9.”

(m) The following definition of “Retirement Date” is added:

““Retirement Date” has the meaning specified in Section 4.9.”

(n) The following definition of “Retirement Notice” is added:

““Retirement Notice” has the meaning specified in Section 4.9.”

Section 2.2 *Amendment of Section 2.4(c) of the Declaration.*

The current Section 2.4(c) of the Declaration is deleted in its entirety and replaced with the following:

“(c) In order to give effect to (i) Exchanges as provided in Section 5.13 or (ii) the retirement of Preferred HITS as provided in Section 4.9, the Securities Registrar may endorse Book-Entry HITS Certificates to reduce or increase the number of Preferred HITS, Treasury HITS or Corporate HITS evidenced by each such Book-Entry HITS Certificate, provided that no such endorsement shall result in a Book-Entry HITS Certificate evidencing a number of Preferred HITS, Treasury HITS or Corporate HITS exceeding the maximum number set forth on the face of such Certificate.”

Section 2.3 *Amendment of Section 2.7(a)(i) of the Declaration.*

A new clause (M) is hereby added to Section 2.7(a)(i) of the Declaration as follows:

“(M) the taking of any action in connection with the retirement of Preferred HITS or Common Securities in accordance with Section 4.9 of this Declaration.”

Section 2.4 *Amendment of Section 2.7(a)(ii) of the Declaration.*

A new clause (Q) is hereby added to Section 2.7(a)(ii) of the Declaration as follows:

“(Q) the taking of any action in connection with the retirement of Preferred HITS or Common Securities in accordance with Section 4.9 of this Declaration.”

Section 2.5 *Amendment of Article IV of the Declaration.*

A new Section 4.9 is hereby added to Article IV of the Declaration as follows:

“**Section 4.9 Retirement of Certain Preferred HITS and Common Securities**

(a) If at any time a Sponsor Affiliated Owner acquires or becomes obligated to acquire Preferred HITS pursuant to contract, a negotiated transfer or any other transaction (such Preferred HITS, the “Sponsor Affiliated Preferred HITS”), the Sponsor shall have the right to submit a notice (the “Retirement Notice”) to the Property Trustee and the Securities Registrar electing to retire all or a portion of such Sponsor Affiliated Preferred HITS (the “Subject Preferred HITS”) through the exchange of such Subject Preferred HITS for a Like Amount of Notes and Stock Purchase Contracts. The Retirement Notice (i) shall specify the Liquidation Amount of the Subject Preferred HITS with respect to which such election is being made and the date on which the proposed retirement is to occur (the “Retirement Date”) (which, without the consent of the Property Trustee and the Securities Registrar, shall not be less than 3 Business Days following the date that such Retirement Notice is so submitted), provided that such Retirement Date shall not be a date within the period beginning with the record date for a Distribution and ending with the applicable Distribution Date for such Distribution, (ii) shall be conditioned upon the applicable Sponsor Affiliated Owner having delivered or caused to be delivered to the Securities Registrar or its designee the Subject Preferred HITS by 12:00 noon, New York City time, on the Retirement Date through the Clearing Agency and (iii) shall designate the Third-Party Agent (as defined below). Upon the delivery of the Subject Preferred

HITS to the Securities Registrar or its designee on the Retirement Date, the Securities Registrar will provide written notice thereof to the Property Trustee and the Collateral Agent and the Collateral Agent shall release Pledged Notes of a Like Amount from the Pledge and deliver them to the Property Trustee who shall distribute a Like Amount of Notes and Stock Purchase Contracts to the Sponsor Affiliated Owner designated by the Sponsor in the Retirement Notice (the "Third-Party Agent") in the manner directed by the Sponsor to the Property Trustee in writing. Following the exchange of Subject Preferred HITS for a Like Amount of Notes and Stock Purchase Contracts, the Securities Registrar shall cancel the Subject Preferred HITS and such Subject Preferred HITS will no longer be Outstanding for any purpose and all rights of the Holder or its Affiliate(s) with respect to such Subject Preferred HITS will cease, including, but not limited to, any rights with respect to accumulated but unpaid Distributions.

(b) In the event the Sponsor elects to retire Subject Preferred HITS pursuant to Section 4.9(a), the Trust will, upon the prior written request of the Sponsor, on the Retirement Date for such Subject Preferred HITS, retire the Liquidation Amount of Outstanding Common Securities held by the Sponsor equal to the product of (i) the total number of Common Securities held by the Sponsor immediately prior to such retirement and (ii) the quotient of the aggregate Liquidation Amount of the applicable Subject Preferred HITS and the aggregate Liquidation Amount of all Preferred HITS Outstanding immediately prior to such retirement, with such product being rounded to the nearest \$1,000 (where rounding is applicable) (the "Subject Common Securities"), through the exchange of such Subject Common Securities for a Like Amount of Notes and Stock Purchase Contracts; *provided*, that the Sponsor delivers or causes to be delivered to the Securities Registrar or its designee the Subject Common Securities by 12:00 noon, New York City time, on such Retirement Date. Upon the delivery of the Subject Common Securities to the Securities Registrar or its designee on the Retirement Date, the Securities Registrar will provide written notice thereof to the Property Trustee and the Collateral Agent and the Collateral Agent shall release Pledged Notes of a Like Amount from the Pledge and deliver them to the Property Trustee who shall distribute a Like Amount of Notes and Stock Purchase Contracts to the Sponsor in the manner directed by the Sponsor to the Property Trustee in writing. Following the exchange of Subject Common Securities for a Like Amount of Notes and Stock Purchase Contracts, the Securities Registrar shall cancel the Subject Common Securities and such Subject Common Securities will no longer be Outstanding for any purpose and all rights of Sponsor with respect to such Subject Common Securities will cease, including, but not limited to, any rights with respect to accumulated but unpaid Distributions.

(c) Notwithstanding anything else in this Declaration to the contrary, in order to effectuate the exchanges contemplated by this Section 4.9, the Trust is hereby authorized to execute, deliver and perform, and the Sponsor, the Securities Registrar, the Property Trustee or any Regular Trustee on behalf of the Trust, acting singly or collectively, is hereby authorized to execute and deliver on behalf of the Trust, exchange agreements, cancellation letters, and any and all other documents, agreements, or certificates contemplated by or related to the exchanges, retirements and cancellations and other matters made or contemplated pursuant to this Section 4.9, including any amendments to any of the Transaction Agreements, in each case without further vote or approval of any other Person."

Section 2.6 *Amendment of Section 5.10 of the Declaration.*

The current Section 5.10 of the Declaration is deleted in its entirety and replaced with the following:

"(a) At the Time of Delivery, the Sponsor shall acquire beneficial and record ownership of the Common Securities. To the fullest extent permitted by law, other than a transfer in connection with a consolidation or merger of the Sponsor into another Person, or any conveyance, transfer or lease by the Sponsor of its properties and assets substantially as an entirety to any Person pursuant to

Section 10.01 of the Base Indenture, any attempted transfer of the Common Securities other than to a direct or indirect subsidiary of the Sponsor or pursuant to Section 4.9 shall be void. The Regular Trustees shall cause each Common Securities Certificate issued to the Sponsor to contain a legend consistent with this Section 5.10.

(b) A Common Securities Certificate representing the Common Securities Outstanding from time to time shall be issued to the Sponsor in the form of a definitive Common Securities Certificate.”

Section 2.7 *Amendment of Section 5.11(b) of the Declaration.*

The current Section 5.11(b) of the Declaration is deleted in its entirety and replaced with the following:

“(b) Any Book-Entry HITS Certificate shall represent such number of the Outstanding HITS of the applicable Class as shall be specified therein and may provide that it shall represent the aggregate number of Outstanding HITS of the applicable Class from time to time endorsed thereon and that the aggregate number of Outstanding HITS of the applicable Class represented thereby may from time to time be reduced or increased, as appropriate, to reflect transfers, redemptions, exchanges (including the Exchanges pursuant to Section 5.13) or cancellations (pursuant to Section 4.9). Any endorsement of a Book-Entry HITS Certificate to reflect the number, or any increase or decrease in the number, of Outstanding HITS of the applicable Class represented thereby shall be made by the Securities Registrar (i) in such a manner and upon instructions given by such Person or Persons as shall be specified in such HITS of the applicable Class or in a Sponsor order to be delivered to the Securities Registrar pursuant to Section 5.3 or (ii) otherwise in accordance with written instructions or such other written form or instructions as is customary for the Clearing Agency for such HITS, from such Clearing Agency or its nominee on behalf of any Person having a beneficial interest in such Book-Entry HITS Certificate. Subject to the provisions of Section 5.4, the Securities Registrar shall deliver and redeliver any Book-Entry HITS Certificate in the manner and upon instructions given by the Person or Persons specified in such Book-Entry HITS Certificate or in the applicable Sponsor order (and a Regular Trustee shall execute such Book-Entry HITS Certificate as shall be necessary in order to give effect to the foregoing).”

Section 2.8 *Amendment of Section 6.1(c) of the Declaration.*

The current Section 6.1(c) of the Declaration is deleted in its entirety and replaced with the following:

“(c) For so long as any Stock Purchase Contracts are outstanding, the Trustees may consent to any amendment to or modification of the Stock Purchase Contract Agreement or the Collateral Agreement, without having obtained the prior approval of the Holders of any HITS to such amendment or modification, for the purposes of (i) evidencing the succession of another person to the Trust’s or the Property Trustee’s obligations thereunder, (ii) adding to the covenants therein for the benefit of the Trust or the Property Trustee or to surrender any of the Sponsor’s rights or powers thereunder, (iii) evidencing and providing for the acceptance of appointment of a successor Collateral Agent, Custodial Agent or Securities Intermediary under the Collateral Agreement, (iv) curing any ambiguity, or correcting or supplementing any provisions that may be inconsistent, (v) conforming the terms of the Stock Purchase Contract Agreement or the Collateral Agreement, to the descriptions thereof in the Prospectus, (vi) retiring HITS held by a Sponsor Affiliated Owner or HITS with respect to which a Sponsor Affiliated Owner has an obligation to purchase or retiring Common Securities pursuant to Section 4.9, or (vii) making any other provisions with respect to such matters or questions, provided that such action pursuant to clauses (iv) and (vii) shall not adversely

affect the interest of the Holders of HITS of any Class in any material respect. The Trustees may, with the consent of the Holders of not less than a Majority in Liquidation Amount of the Preferred HITS and Treasury HITS then Outstanding, considered together as a single Class, agree to any other amendment to or modification of the Stock Purchase Contract Agreement or the Collateral Agreement, except that, without obtaining the prior written consent of each Holder of Preferred HITS and Treasury HITS then Outstanding, the Trustees may not agree to any amendment or modification (other than an amendment or modification for the purpose of retiring HITS held by a Sponsor Affiliated Owner or HITS with respect to which a Sponsor Affiliated Owner has an obligation to purchase, or retiring Common Securities pursuant to Section 4.9) that would (A) change any payment dates for Contract Payments, (B) change the amount or type of Pledged Notes or Pledged Treasury Securities required to be pledged under the Collateral Agreement, impair the right of the Property Trustee (on behalf of the Trust) to receive distributions on Pledged Notes or Pledged Treasury Securities or otherwise adversely affect the Trust's rights in or to the Pledged Notes or Pledged Treasury Securities, (C) change the place or currency or reduce any Contract Payments, (D) impair the Property Trustee's right (or any Holder's right pursuant to Section 5.16(d)) to institute suit for the enforcement of the Stock Purchase Contracts or payment of any Contract Payments, or (E) reduce the number of shares of Preferred Stock purchasable under the Stock Purchase Contracts, increase the price to purchase Preferred Stock upon settlement of the Stock Purchase Contracts, change the Stock Purchase Date or otherwise adversely affect the Trust's rights under the Stock Purchase Contracts."

Section 2.9 *Amendment of Section 12.2(a) of the Declaration.*

The current Section 12.2(a) of the Declaration is deleted in its entirety and replaced with the following:

"(a) This Declaration may be amended from time to time by the Regular Trustees and the Holders of all of the Common Securities, without the consent of any Holder of HITS, the Property Trustee or the Delaware Trustee (i) to cure any ambiguity, correct or supplement any provision herein that may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising under this Declaration, which shall not be inconsistent with the other provisions of this Declaration, (ii) to modify, eliminate or add to any provisions of this Declaration to such extent as shall be necessary to ensure that the Trust will not be taxable as a corporation or classified as a partnership for U.S. federal income tax purposes at all times that any Trust Securities are outstanding, to ensure that the Trust will not be required to register as an "investment company" under the Investment Company Act or to ensure the treatment of the HITS as Tier 1 regulatory capital under the prevailing Federal Reserve rules and regulations, (iii) to provide that HITS Certificates may be executed by a Regular Trustee by facsimile signature instead of manual signature, in which case such amendment(s) shall also provide for the appointment by the Sponsor of an authentication agent, the fees and expenses of which will be paid by the Sponsor, a form of authentication certificate, and provisions to the effect that HITS Certificates that have been executed by a Regular Trustee by facsimile signature shall not be entitled to any benefit under the Declaration or be valid or obligatory for any purpose unless the certificate of authentication thereon has been executed by the authentication agent by manual signature, (iv) to conform the terms of this Declaration to the description of this Declaration and the Trust Securities in the Prospectus, or (v) to provide for the retirement of HITS held by a Sponsor Affiliated Owner or HITS with respect to which a Sponsor Affiliated Owner has an obligation to purchase or the retirement of Common Securities pursuant to Section 4.9; provided, however, that in the case of either clause (i) or (ii), such action shall not adversely affect in any material respect the interests of any Holder, the Property Trustee or the Delaware Trustee; provided, further, that in the case of clause (iv), the Sponsor shall deliver to the Property Trustee an Officers' Certificate and an Opinion of Counsel (who may be

counsel to the Sponsor or the Trust), in each case confirming that such amendment has the effect of conforming the terms of this Declaration to the descriptions of this Declaration and the Trust Securities in the Prospectus. Any such amendment shall become effective when notice is given to the Property Trustee and the Holders of the HITS.”

**ARTICLE III
MISCELLANEOUS**

Section 3.1 *Separability Clause.*

In case any provision in the Declaration, as amended by this Amendment, 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 3.2 *Governing Law.*

This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to conflicts of laws principles).

Section 3.3 *Successors and Assigns.*

All covenants and agreements in the Declaration, as amended by this Amendment, by each party thereto shall bind its successors and assigns, whether so expressed or not.

Section 3.4 *Effect of Headings.*

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 3.5 *Trust Indenture Act; Conflict with Trust Indenture Act*

If any provision of the Declaration, as amended by this Amendment, limits, qualifies or conflicts with a provision of the Trust Indenture Act that is required under the Trust Indenture Act to be a part of and govern the Declaration, as amended by this Amendment, the latter provision shall control. If any provision of the Declaration, as amended by this Amendment, modifies or excludes any provision of the Trust Indenture Act that may be so modified or excluded, the latter provision shall be deemed to apply to the Declaration, as amended by this Amendment, as so modified or to be excluded, as the case may be.

* * * *

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, this Amendment has been executed and is effective as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor and Holder of all of the Common Securities

By: /s/ ANGELA C. JONES

Name: Angela C. Jones
Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

**[SIGNATURE PAGE TO BAC CAPITAL TRUST XIII
AMENDMENT NO. 1 TO AMENDED AND RESTATED
DECLARATION OF TRUST]**

**AMENDMENT NO. 2
TO
AMENDED AND RESTATED
DECLARATION OF TRUST
OF BAC CAPITAL TRUST XIII**

AMENDMENT NO. 2 TO AMENDED AND RESTATED DECLARATION OF TRUST, dated and effective as of January 12, 2012 (this "Amendment"), is entered into among (i) Bank of America Corporation, a Delaware Corporation (including any successors or assigns, the "Sponsor") and (ii) Angela C. Jones, Timothy L. Pratt and Leonor Suarez (and their respective successors), each an individual whose addresses are c/o Bank of America Corporation, 100 North Tryon Street, Charlotte, North Carolina, 28255, Attention: Corporate Treasury (each, a "Regular Trustee," and collectively, the "Regular Trustees"), pursuant to Section 12.2(a) of the Amended and Restated Declaration of Trust, dated February 16, 2007, of BAC Capital Trust XIII, as amended to date.

RECITAL OF THE SPONSOR

WHEREAS, the Trustees have heretofore duly declared and established a statutory trust (the "Trust"), pursuant to the Delaware Statutory Trust Act by entering into that certain Declaration of Trust, dated May 3, 2006 (the "Original Declaration of Trust"), as amended and restated by the Amended and Restated Declaration of Trust, dated as of February 16, 2007, and Amendment No. 1 to Amended and Restated Declaration of Trust, dated as of December 8, 2011 (the Original Declaration of Trust, as so amended and restated, the "Declaration"), and by the execution and filing with the Secretary of State of the State of Delaware of the Certificate of Trust attached to the Declaration as Exhibit A (the "Certificate of Trust");

WHEREAS, pursuant to Section 12.2(a) of the Declaration, the Sponsor as the Holder of all of the Common Securities of the Trust, and the Regular Trustees may amend the Declaration without the consent of any Holder of the HITS, the Property Trustee or the Delaware Trustee, for the purpose of conforming the terms of the Declaration to the descriptions of the Declaration and the Trust Securities in that certain Prospectus of the Sponsor and the Trust, dated as of May 5, 2006, as supplemented by that certain Prospectus Supplement, dated as of February 12, 2007, relating to the offering of certain interests in the Trust (the "Prospectus");

WHEREAS, Section 5.14(e)(i)(w)(A) of the Declaration requires that, following a Successful Remarketing, the net Proceeds from the sale of the Notes for which no Contingent Exchange Election has been made be used to purchase Qualifying Treasury Securities for deposit in the Collateral Account;

WHEREAS, pursuant to the descriptions of the Declaration and the Trust Securities in the Prospectus, following a Successful Remarketing, the net Proceeds from the sale of the Notes for which no Contingent Exchange Election has been made shall be remitted to the Collateral Agent, whereupon the Collateral Agent will deposit such proceeds to the account constituting the Bank of America Deposit;

WHEREAS, the parties hereto propose to make certain amendments to the Declaration that, in conformity with the terms of the Prospectus, would eliminate the aforementioned requirement in the Declaration of the purchase of Qualifying Treasury Securities and instead require that such Proceeds be remitted to the Collateral Agent for deposit in the account constituting the Bank of America Deposit;

WHEREAS, in connection with such proposed amendments, additional amendments to the Declaration are necessary to ensure that the Securities Intermediary receives proper notice in the event of a Successful Remarketing in order to fully perform its obligations thereunder;

WHEREAS, the Sponsor desires and hereby directs the Trustees to enter into this Amendment to amend certain provisions of the Declaration as provided herein (collectively, the "Declaration Amendments");

NOW, THEREFORE, for and in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is hereby amended as follows:

ARTICLE I
Defined Terms

Section 1.1 *Definitions.* Capitalized terms used in this Amendment and not otherwise defined shall have the respective meanings assigned thereto in the Declaration.

ARTICLE II
Amendments to the Declaration

Section 2.1 *Amendment of Section 5.14(d)(ii) of the Declaration of Trust.* Section 5.14(d)(ii) of the Declaration of Trust is hereby amended by deleting the word "by" from the beginning thereof.

Section 2.2 *Amendment of Section 5.14(e)(i)(w)(A) of the Declaration of Trust.* The current Section 5.14(e)(i)(w)(A) of the Declaration of Trust is hereby deleted in its entirety and replaced with the following:

"(A) instruct the Securities Intermediary to release from the Pledge and deliver to the Remarketing Agent the Pledged Notes for which no election has been validly made pursuant to Section 8.02(a) of the Collateral Agreement, free and clear of the Corporation's security interest therein, against delivery by the Remarketing Agent of the net Proceeds of the sale of such Pledged Notes in the Remarketing to the Collateral Agent and the Collateral Agent shall promptly notify the Securities Intermediary of such delivery and shall deposit such proceeds to the account constituting the Bank of America Deposit,"

Section 2.3 *Amendment of Section 5.14(e)(i)(x)(B) of the Declaration of Trust.* Section 5.14(e)(i)(x)(B) of the Declaration of Trust is hereby amended by deleting therefrom the phrase "or delivered by the Remarketing Agent".

ARTICLE III
Miscellaneous

Section 3.1 *Separability Clause.* In case any provision in the Declaration of Trust, as amended by this Amendment, 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 3.2 *Governing Law.* This Amendment shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflicts of laws principles).

Section 3.3 Successors and Assigns. All covenants and agreements in the Declaration of Trust, as amended by this Amendment, by each party thereto shall bind its successors and assigns, whether so expressed or not.

Section 3.4 Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 3.5 Trust Indenture Act; Conflict with Trust Indenture Act. If any provision of the Declaration of Trust, as amended by this Amendment, limits, qualifies or conflicts with a provision of the Trust Indenture Act that is required under the Trust Indenture Act to be a part of and govern the Declaration of Trust, as amended by this Amendment, the latter provision shall control. If any provision of the Declaration of Trust, as amended by this Amendment, modifies or excludes any provision of the Trust Indenture Act that may be so modified or excluded, the latter provision shall be deemed to apply to the Declaration of Trust, as amended by this Amendment, as so modified or to be excluded, as the case may be.

* * * *

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

[Signature page to follow]

IN WITNESS WHEREOF, this Amendment has been executed and is effective as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Holder of all of the Common Securities

By: /s/ ANGELA C. JONES

Name: Angela C. Jones
Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

**[SIGNATURE PAGE – AMENDMENT NO. 2 TO
AMENDED AND RESTATED DECLARATION OF TRUST OF BAC CAPITAL TRUST XIII**

**AMENDMENT NO. 1
TO
AMENDED AND RESTATED
DECLARATION OF TRUST
OF
BAC CAPITAL TRUST XIV**

THIS AMENDMENT NO. 1 TO AMENDED AND RESTATED DECLARATION OF TRUST, dated and effective as of December 8, 2011 (this "Amendment"), is entered into among (i) Bank of America Corporation, a Delaware corporation (including any successors or assigns, the "Sponsor") and (ii) Angela C. Jones, Timothy L. Pratt and Leonor Suarez (and their respective successors), each an individual, whose addresses are c/o Bank of America Corporation, 100 North Tryon Street, Charlotte, North Carolina, 28255, Attention: Corporate Treasury (each, a "Regular Trustee," and collectively, the "Regular Trustees"), pursuant to Section 12.2(b) of the Amended and Restated Declaration of Trust, dated February 16, 2007, of BAC Capital Trust XIV.

RECITAL OF THE SPONSOR

WHEREAS, the Trustees have heretofore duly declared and established a statutory trust (the "Trust"), pursuant to the Delaware Statutory Trust Act by entering into that certain Declaration of Trust, dated May 3, 2006 (the "Original Declaration of Trust"), as amended and restated by that certain Amended and Restated Declaration of Trust, dated February 16, 2007 (the Original Declaration of Trust, as so amended and restated, the "Declaration"), and by the execution and filing with the Secretary of State of the State of Delaware of the Certificate of Trust attached to the Declaration as Exhibit A (the "Certificate of Trust");

WHEREAS, the Regular Trustees, the Sponsor (as the Holder of all of the Common Securities) and the Holders representing at least a Majority in Liquidation Amount of the Outstanding HITS of each Affected Class have affirmatively consented to this Amendment in accordance with Section 12.2(b) of the Declaration and the Regular Trustees have received and accepted the Opinion of Counsel contemplated thereby.

NOW, THEREFORE, for and in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is hereby amended as follows:

**ARTICLE I
DEFINED TERMS**

Section 1.1 *Definitions.*

Capitalized terms used in this Amendment and not otherwise defined shall have the respective meanings assigned thereto in the Declaration.

**ARTICLE II
AMENDMENTS TO THE DECLARATION**

Section 2.1 *Amendment of Section 1.1 of the Declaration.*

Section 1.1 of the Declaration is hereby amended as follows:

(a) The current definition of “Corresponding Assets” is deleted in its entirety and replaced with the following:

““Corresponding Assets” means, with respect to each \$1,000 Liquidation Amount of Trust Securities:

(a) in the case of Preferred HITS and Common Securities, (i) from the Time of Delivery to but not including the Remarketing Settlement Date for a Successful Remarketing, \$1,000 principal amount of Pledged Notes and a Pro Rata Interest in a Stock Purchase Contract, (ii) from and including the Remarketing Settlement Date for a Successful Remarketing to but not including the Stock Purchase Date, the Bank of America Deposit made with the net proceeds of each \$1,000 principal amount of Pledged Notes sold in such Successful Remarketing on such Remarketing Settlement Date and a Pro Rata Interest in a Stock Purchase Contract, and (iii) from and including the Stock Purchase Date and thereafter for so long as Preferred HITS are outstanding, 1/100th of a share of Preferred Stock;

(b) in the case of Treasury HITS, (i) from the date of issuance for each Treasury HITS to but not including the Stock Purchase Date, \$1,000 principal amount of Pledged Treasury Securities and a Pro Rata Interest in a Stock Purchase Contract, and (ii) from and including the Stock Purchase Date and thereafter for so long as Treasury HITS are outstanding, 1/100th of a share of Preferred Stock, subject to Section 4.8; and

(c) in the case of Corporate HITS, from the date of issuance for each Corporate HITS, \$1,000 principal amount of Notes, subject to Section 5.14.”

(b) The current definition of “Deferred Contract Payment Amount” is deleted in its entirety and replaced with the following:

““Deferred Contract Payment Amount” means, at any time for each \$100,000 stated amount of Stock Purchase Contracts, the amount of the Contract Payments accrued on such stated amount that has been deferred and not paid by reason of the Sponsor’s exercise of its right to defer payment of Contract Payments pursuant to Section 2.7 of the Stock Purchase Contract Agreement (including a comparable amount in respect of any Contract Payments deferred in respect of Fractional Contracts (as defined in the Stock Purchase Contract Agreement)), together with interest accrued on such amount in accordance with the terms of the Stock Purchase Contract Agreement.”

(c) The current definition of “Like Amount” is deleted in its entirety and replaced with the following:

““Like Amount” means:

(a) with respect to a distribution of Notes to Holders of Preferred HITS, Corporate HITS or Common Securities in connection with a dissolution or liquidation of the Trust or a redemption in kind of Corporate HITS pursuant to Section 4.2(c), Notes having a principal amount equal to the Liquidation Amount of the Trust Securities of the Holder to whom such Notes are distributed;

(b) with respect to a distribution of Notes to a Third Party Agent or the Sponsor in connection with an early retirement of Preferred HITS or Common Securities pursuant to Section 4.9, Notes having a principal amount equal to the Liquidation Amount of the applicable Subject Preferred HITS or Subject Common Securities, as the case may be;

- (c) with respect to a distribution of Stock Purchase Contracts to a Third Party Agent or the Sponsor in connection with an early retirement of Preferred HITS or Common Securities pursuant to Section 4.9, the number of Stock Purchase Contracts equal to the number of Subject Stock Purchase Contracts (as defined in the Stock Purchase Contract Agreement);
- (d) with respect to a distribution of Pledged Treasury Securities to Holders of Treasury HITS in connection with a dissolution or liquidation of the Trust, Pledged Treasury Securities having a principal amount equal to the Liquidation Amount of the Treasury HITS to whom such Pledged Treasury Securities are distributed;
- (e) with respect to a distribution of Preferred Stock or fractional interests in Preferred Stock to Holders of Trust Securities in connection with a dissolution or liquidation of the Trust, Preferred Stock or a fractional interest in a share of Preferred Stock (which may be effected by the Trust through the creation of depositary shares) having a liquidation preference equal to the Liquidation Amount of the Trust Securities of the Holder to whom such shares of Preferred Stock or a fractional interest in a share of Preferred Stock (including through a depositary share) are distributed;
- (f) with respect to a redemption of Preferred Stock, 1/100th of a share of Preferred Stock for each Preferred HITS or Common Security;
- (g) with respect to an Exchange of Preferred HITS and Qualifying Treasury Securities for Treasury HITS and Corporate HITS pursuant to Section 5.13(b), a number of Treasury HITS and a number of Corporate HITS in each case equal to the number of Preferred HITS included in such Exchange (e.g., if 1,000 Preferred HITS are being Exchanged, the Holder will receive 1,000 Treasury HITS and 1,000 Corporate HITS in accordance with and subject to Section 5.13);
- (h) with respect to an Exchange of Treasury HITS and Corporate HITS for Preferred HITS and Qualifying Treasury Securities, a number of Preferred HITS equal to the number of Treasury HITS and the number of Corporate HITS being Exchanged (e.g., if 1,000 Treasury HITS and 1,000 Corporate HITS are being Exchanged, the Holder will receive upon the Exchange 1,000 Preferred HITS together with \$1,000,000 principal amount of Qualifying Treasury Securities released from the Pledge, in accordance with and subject to Section 5.13(e));
- (i) with respect to Notes (including Pledged Notes as applicable) being deposited or delivered in connection with an Exchange, Notes having a principal amount equal to \$1,000 for each Preferred HITS involved in the Exchange;
- (j) with respect to Section 5.16(c), \$1,000 principal amount of Notes for each \$1,000 Liquidation Amount of HITS of each Affected Class; and
- (k) with respect to Section 5.16(d), 1/100th of a Stock Purchase Contract with a stated amount of \$100,000 for each \$1,000 Liquidation Amount of HITS of the Affected Classes (or a comparable interest in the case of a Fractional Contract).”
- (d) The current definition of “Notes” is deleted in its entirety and replaced with the following:
- ““Notes” means the \$850,100,000 initial aggregate principal amount of the Sponsor’s Remarketable Junior Subordinated Notes due 2043 issued pursuant to the Indenture, or such lesser aggregate principal amount as shall remain outstanding from time to time.”
- (e) The following definition of “Pro Rata Interest in a Stock Purchase Contract” is added:

““Pro Rata Interest in a Stock Purchase Contract” means, with respect to each \$1,000 Liquidation Amount of Trust Securities, an interest in a Stock Purchase Contract representing the right to acquire a 1/100th interest in a share of Preferred Stock, together with such other rights, privileges, obligations and responsibilities associated with such Stock Purchase Contract (including the right to receive Contract Payments), in each case, on the terms and conditions set forth in such Stock Purchase Contract.”

(f) The following definition of “Sponsor Affiliated Owner” is added:

““Sponsor Affiliated Owner” means the Sponsor, its Affiliates or any other Person designated by the Sponsor.”

(g) The current definition of “Stock Purchase Contract Agreement” is deleted in its entirety and replaced with the following:

““Stock Purchase Contract Agreement” means the Stock Purchase Contract Agreement, dated as of the date hereof, between the Sponsor and the Property Trustee (acting on behalf of the Trust), as the same may be amended from time to time.”

(h) The current definition of “Trust Property” is deleted in its entirety and replaced with the following:

““Trust Property” means (a) the Notes for so long as they are owned by the Trust in accordance with this Declaration, (b) the Stock Purchase Contracts for so long as they are owned by the Trust in accordance with this Declaration, (c) the Preferred Stock once acquired by the Trust pursuant to the Stock Purchase Contracts, (d) treasury securities (that are required to be Qualifying Treasury Securities when delivered) delivered to the Property Trustee (or the Collateral Agent) pursuant to Section 5.13 or Section 5.14, (e) the rights of the Trust under the Transaction Agreements, and (f) all proceeds and rights in respect of the foregoing and any other property and assets for the time being held or deemed to be held by the Trust or the Property Trustee on behalf of the Trust pursuant to the Declaration.”

(i) The following definition of “Third-Party Agent” is added:

““Third-Party Agent” has the meaning specified in Section 4.9.”

(j) The following definition of “Subject Common Securities” is added:

““Subject Common Securities” has the meaning specified in Section 4.9.”

(k) The following definition of “Subject Preferred HITS” is added:

““Subject Preferred HITS” has the meaning specified in Section 4.9.”

(l) The following definition of “Sponsor Affiliated Preferred HITS” is added:

““Sponsor Affiliated Preferred HITS” has the meaning specified in Section 4.9.”

(m) The following definition of “Retirement Date” is added:

““Retirement Date” has the meaning specified in Section 4.9.”

(n) The following definition of “Retirement Notice” is added:
““Retirement Notice” has the meaning specified in Section 4.9.”

Section 2.2 *Amendment of Section 2.4(c) of the Declaration.*

The current Section 2.4(c) of the Declaration is deleted in its entirety and replaced with the following:

“(c) In order to give effect to (i) Exchanges as provided in Section 5.13 or (ii) the retirement of Preferred HITS as provided in Section 4.9, the Securities Registrar may endorse Book-Entry HITS Certificates to reduce or increase the number of Preferred HITS, Treasury HITS or Corporate HITS evidenced by each such Book-Entry HITS Certificate, provided that no such endorsement shall result in a Book-Entry HITS Certificate evidencing a number of Preferred HITS, Treasury HITS or Corporate HITS exceeding the maximum number set forth on the face of such Certificate.”

Section 2.3 *Amendment of Section 2.7(a)(i) of the Declaration.*

A new clause (M) is hereby added to Section 2.7(a)(i) of the Declaration as follows:

“(M) the taking of any action in connection with the retirement of Preferred HITS or Common Securities in accordance with Section 4.9 of this Declaration.”

Section 2.4 *Amendment of Section 2.7(a)(ii) of the Declaration.*

A new clause (Q) is hereby added to Section 2.7(a)(ii) of the Declaration as follows:

“(Q) the taking of any action in connection with the retirement of Preferred HITS or Common Securities in accordance with Section 4.9 of this Declaration.”

Section 2.5 *Amendment of Article IV of the Declaration*

A new Section 4.9 is hereby added to Article IV of the Declaration as follows:

“**Section 4.9 Retirement of Certain Preferred HITS and Common Securities**

(a) If at any time a Sponsor Affiliated Owner acquires or becomes obligated to acquire Preferred HITS pursuant to contract, a negotiated transfer or any other transaction (such Preferred HITS, the “Sponsor Affiliated Preferred HITS”), the Sponsor shall have the right to submit a notice (the “Retirement Notice”) to the Property Trustee and the Securities Registrar electing to retire all or a portion of such Sponsor Affiliated Preferred HITS (the “Subject Preferred HITS”) through the exchange of such Subject Preferred HITS for a Like Amount of Notes and Stock Purchase Contracts. The Retirement Notice (i) shall specify the Liquidation Amount of the Subject Preferred HITS with respect to which such election is being made and the date on which the proposed retirement is to occur (the “Retirement Date”) (which, without the consent of the Property Trustee and the Securities Registrar, shall not be less than 3 Business Days following the date that such Retirement Notice is so submitted), provided that such Retirement Date shall not be a date within the period beginning with the record date for a Distribution and ending with the applicable Distribution Date for such Distribution, (ii) shall be conditioned upon the applicable Sponsor Affiliated Owner having delivered or caused to be delivered to the Securities Registrar or its designee the Subject Preferred HITS by 12:00 noon, New York City time, on the Retirement Date through the Clearing Agency and (iii) shall

designate the Third-Party Agent (as defined below). Upon the delivery of the Subject Preferred HITS to the Securities Registrar or its designee on the Retirement Date, the Securities Registrar will provide written notice thereof to the Property Trustee and the Collateral Agent and the Collateral Agent shall release Pledged Notes of a Like Amount from the Pledge and deliver them to the Property Trustee who shall distribute a Like Amount of Notes and Stock Purchase Contracts to the Sponsor Affiliated Owner designated by the Sponsor in the Retirement Notice (the "Third-Party Agent") in the manner directed by the Sponsor to the Property Trustee in writing. Following the exchange of Subject Preferred HITS for a Like Amount of Notes and Stock Purchase Contracts, the Securities Registrar shall cancel the Subject Preferred HITS and such Subject Preferred HITS will no longer be Outstanding for any purpose and all rights of the Holder or its Affiliate(s) with respect to such Subject Preferred HITS will cease, including, but not limited to, any rights with respect to accumulated but unpaid Distributions.

(b) In the event the Sponsor elects to retire Subject Preferred HITS pursuant to Section 4.9(a), the Trust will, upon the prior written request of the Sponsor, on the Retirement Date for such Subject Preferred HITS, retire the Liquidation Amount of Outstanding Common Securities held by the Sponsor equal to the product of (i) the total number of Common Securities held by the Sponsor immediately prior to such retirement and (ii) the quotient of the aggregate Liquidation Amount of the applicable Subject Preferred HITS and the aggregate Liquidation Amount of all Preferred HITS Outstanding immediately prior to such retirement, with such product being rounded to the nearest \$1,000 (where rounding is applicable) (the "Subject Common Securities"), through the exchange of such Subject Common Securities for a Like Amount of Notes and Stock Purchase Contracts; *provided*, that the Sponsor delivers or causes to be delivered to the Securities Registrar or its designee the Subject Common Securities by 12:00 noon, New York City time, on such Retirement Date. Upon the delivery of the Subject Common Securities to the Securities Registrar or its designee on the Retirement Date, the Securities Registrar will provide written notice thereof to the Property Trustee and the Collateral Agent and the Collateral Agent shall release Pledged Notes of a Like Amount from the Pledge and deliver them to the Property Trustee who shall distribute a Like Amount of Notes and Stock Purchase Contracts to the Sponsor in the manner directed by the Sponsor to the Property Trustee in writing. Following the exchange of Subject Common Securities for a Like Amount of Notes and Stock Purchase Contracts, the Securities Registrar shall cancel the Subject Common Securities and such Subject Common Securities will no longer be Outstanding for any purpose and all rights of the Sponsor with respect to such Subject Common Securities will cease, including, but not limited to, any rights with respect to accumulated but unpaid Distributions.

(c) Notwithstanding anything else in this Declaration to the contrary, in order to effectuate the exchanges contemplated by this Section 4.9, the Trust is hereby authorized to execute, deliver and perform, and the Sponsor, the Securities Registrar, the Property Trustee or any Regular Trustee on behalf of the Trust, acting singly or collectively, is hereby authorized to execute and deliver on behalf of the Trust, exchange agreements, cancellation letters, and any and all other documents, agreements, or certificates contemplated by or related to the exchanges, retirements and cancellations and other matters made or contemplated pursuant to this Section 4.9, including any amendments to any of the Transaction Agreements, in each case without further vote or approval of any other Person."

Section 2.6 *Amendment of Section 5.10 of the Declaration.*

The current Section 5.10 of the Declaration is deleted in its entirety and replaced with the following:

"(a) At the Time of Delivery, the Sponsor shall acquire beneficial and record ownership of the Common Securities. To the fullest extent permitted by law, other than a transfer in connection with

a consolidation or merger of the Sponsor into another Person, or any conveyance, transfer or lease by the Sponsor of its properties and assets substantially as an entirety to any Person pursuant to Section 10.01 of the Base Indenture, any attempted transfer of the Common Securities other than to a direct or indirect subsidiary of the Sponsor or pursuant to Section 4.9 shall be void. The Regular Trustees shall cause each Common Securities Certificate issued to the Sponsor to contain a legend consistent with this Section 5.10.

(b) A Common Securities Certificate representing the Common Securities Outstanding from time to time shall be issued to the Sponsor in the form of a definitive Common Securities Certificate.”

Section 2.7 *Amendment of Section 5.11(b) of the Declaration.*

The current Section 5.11(b) of the Declaration is deleted in its entirety and replaced with the following:

“(b) Any Book-Entry HITS Certificate shall represent such number of the Outstanding HITS of the applicable Class as shall be specified therein and may provide that it shall represent the aggregate number of Outstanding HITS of the applicable Class from time to time endorsed thereon and that the aggregate number of Outstanding HITS of the applicable Class represented thereby may from time to time be reduced or increased, as appropriate, to reflect transfers, redemptions, exchanges (including the Exchanges pursuant to Section 5.13) or cancellations (pursuant to Section 4.9). Any endorsement of a Book-Entry HITS Certificate to reflect the number, or any increase or decrease in the number, of Outstanding HITS of the applicable Class represented thereby shall be made by the Securities Registrar (i) in such a manner and upon instructions given by such Person or Persons as shall be specified in such HITS of the applicable Class or in a Sponsor order to be delivered to the Securities Registrar pursuant to Section 5.3 or (ii) otherwise in accordance with written instructions or such other written form or instructions as is customary for the Clearing Agency for such HITS, from such Clearing Agency or its nominee on behalf of any Person having a beneficial interest in such Book-Entry HITS Certificate. Subject to the provisions of Section 5.4, the Securities Registrar shall deliver and redeliver any Book-Entry HITS Certificate in the manner and upon instructions given by the Person or Persons specified in such Book-Entry HITS Certificate or in the applicable Sponsor order (and a Regular Trustee shall execute such Book-Entry HITS Certificate as shall be necessary in order to give effect to the foregoing).”

Section 2.8 *Amendment of Section 6.1(c) of the Declaration.*

The current Section 6.1(c) of the Declaration is deleted in its entirety and replaced with the following:

“(c) For so long as any Stock Purchase Contracts are outstanding, the Trustees may consent to any amendment to or modification of the Stock Purchase Contract Agreement or the Collateral Agreement, without having obtained the prior approval of the Holders of any HITS to such amendment or modification, for the purposes of (i) evidencing the succession of another person to the Trust’s or the Property Trustee’s obligations thereunder, (ii) adding to the covenants therein for the benefit of the Trust or the Property Trustee or to surrender any of the Sponsor’s rights or powers thereunder, (iii) evidencing and providing for the acceptance of appointment of a successor Collateral Agent, Custodial Agent or Securities Intermediary under the Collateral Agreement, (iv) curing any ambiguity, or correcting or supplementing any provisions that may be inconsistent, (v) conforming the terms of the Stock Purchase Contract Agreement or the Collateral Agreement, to the descriptions thereof in the Prospectus, (vi) retiring HITS held by a Sponsor Affiliated Owner or

HITS with respect to which a Sponsor Affiliated Owner has an obligation to purchase or retiring Common Securities pursuant to Section 4.9, or (vii) making any other provisions with respect to such matters or questions, provided that such action pursuant to clauses (iv) and (vii) shall not adversely affect the interest of the Holders of HITS of any Class in any material respect. The Trustees may, with the consent of the Holders of not less than a Majority in Liquidation Amount of the Preferred HITS and Treasury HITS then Outstanding, considered together as a single Class, agree to any other amendment to or modification of the Stock Purchase Contract Agreement or the Collateral Agreement, except that, without obtaining the prior written consent of each Holder of Preferred HITS and Treasury HITS then Outstanding, the Trustees may not agree to any amendment or modification (other than an amendment or modification for the purpose of retiring HITS held by a Sponsor Affiliated Owner or HITS with respect to which a Sponsor Affiliated Owner has an obligation to purchase, or retiring Common Securities pursuant to Section 4.9) that would (A) change any payment dates for Contract Payments, (B) change the amount or type of Pledged Notes or Pledged Treasury Securities required to be pledged under the Collateral Agreement, impair the right of the Property Trustee (on behalf of the Trust) to receive distributions on Pledged Notes or Pledged Treasury Securities or otherwise adversely affect the Trust's rights in or to the Pledged Notes or Pledged Treasury Securities, (C) change the place or currency or reduce any Contract Payments, (D) impair the Property Trustee's right (or any Holder's right pursuant to Section 5.16(d)) to institute suit for the enforcement of the Stock Purchase Contracts or payment of any Contract Payments, or (E) reduce the number of shares of Preferred Stock purchasable under the Stock Purchase Contracts, increase the price to purchase Preferred Stock upon settlement of the Stock Purchase Contracts, change the Stock Purchase Date or otherwise adversely affect the Trust's rights under the Stock Purchase Contracts."

Section 2.9 *Amendment of Section 12.2(a) of the Declaration.*

The current Section 12.2(a) of the Declaration is deleted in its entirety and replaced with the following:

"(a) This Declaration may be amended from time to time by the Regular Trustees and the Holders of all of the Common Securities, without the consent of any Holder of HITS, the Property Trustee or the Delaware Trustee (i) to cure any ambiguity, correct or supplement any provision herein that may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising under this Declaration, which shall not be inconsistent with the other provisions of this Declaration, (ii) to modify, eliminate or add to any provisions of this Declaration to such extent as shall be necessary to ensure that the Trust will not be taxable as a corporation or classified as a partnership for U.S. federal income tax purposes at all times that any Trust Securities are outstanding, to ensure that the Trust will not be required to register as an "investment company" under the Investment Company Act or to ensure the treatment of the HITS as Tier 1 regulatory capital under the prevailing Federal Reserve rules and regulations, (iii) to provide that HITS Certificates may be executed by a Regular Trustee by facsimile signature instead of manual signature, in which case such amendment(s) shall also provide for the appointment by the Sponsor of an authentication agent, the fees and expenses of which will be paid by the Sponsor, a form of authentication certificate, and provisions to the effect that HITS Certificates that have been executed by a Regular Trustee by facsimile signature shall not be entitled to any benefit under the Declaration or be valid or obligatory for any purpose unless the certificate of authentication thereon has been executed by the authentication agent by manual signature, (iv) to conform the terms of this Declaration to the description of this Declaration and the Trust Securities in the Prospectus, or (v) to provide for the retirement of HITS held by a Sponsor Affiliated Owner or HITS with respect to which a Sponsor Affiliated Owner has an obligation to purchase or the retirement of Common

Securities pursuant to Section 4.9; provided, however, that in the case of either clause (i) or (ii), such action shall not adversely affect in any material respect the interests of any Holder, the Property Trustee or the Delaware Trustee; provided, further, that in the case of clause (iv), the Sponsor shall deliver to the Property Trustee an Officers' Certificate and an Opinion of Counsel (who may be counsel to the Sponsor or the Trust), in each case confirming that such amendment has the effect of conforming the terms of this Declaration to the descriptions of this Declaration and the Trust Securities in the Prospectus. Any such amendment shall become effective when notice is given to the Property Trustee and the Holders of the HITS."

ARTICLE III
MISCELLANEOUS

Section 3.1 *Separability Clause.*

In case any provision in the Declaration, as amended by this Amendment, 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 3.2 *Governing Law.*

This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to conflicts of laws principles).

Section 3.3 *Successors and Assigns.*

All covenants and agreements in the Declaration, as amended by this Amendment, by each party thereto shall bind its successors and assigns, whether so expressed or not.

Section 3.4 *Effect of Headings.*

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 3.5 *Trust Indenture Act; Conflict with Trust Indenture Act.*

If any provision of the Declaration, as amended by this Amendment, limits, qualifies or conflicts with a provision of the Trust Indenture Act that is required under the Trust Indenture Act to be a part of and govern the Declaration, as amended by this Amendment, the latter provision shall control. If any provision of the Declaration, as amended by this Amendment, modifies or excludes any provision of the Trust Indenture Act that may be so modified or excluded, the latter provision shall be deemed to apply to the Declaration, as amended by this Amendment, as so modified or to be excluded, as the case may be.

* * * *

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, this Amendment has been executed and is effective as of the day and year first above written.

BANK OF AMERICA CORPORATION, as Sponsor and Holder of
all of the Common Securities

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

**[SIGNATURE PAGE TO BAC CAPITAL TRUST XIV
AMENDMENT NO. 1 TO AMENDED AND RESTATED
DECLARATION OF TRUST]**

**AMENDMENT NO. 2
TO
AMENDED AND RESTATED
DECLARATION OF TRUST
OF BAC CAPITAL TRUST XIV**

AMENDMENT NO. 2 TO AMENDED AND RESTATED DECLARATION OF TRUST, dated and effective as of January 12 2012 (this "Amendment"), is entered into among (i) Bank of America Corporation, a Delaware Corporation (including any successors or assigns, the "Sponsor") and (ii) Angela C. Jones, Timothy L. Pratt and Leonor Suarez (and their respective successors), each an individual whose addresses are c/o Bank of America Corporation, 100 North Tryon Street, Charlotte, North Carolina, 28255, Attention: Corporate Treasury (each, a "Regular Trustee," and collectively, the "Regular Trustees"), pursuant to Section 12.2(a) of the Amended and Restated Declaration of Trust, dated February 16, 2007, of BAC Capital Trust XIV, as amended to date.

RECITAL OF THE SPONSOR

WHEREAS, the Trustees have heretofore duly declared and established a statutory trust (the "Trust"), pursuant to the Delaware Statutory Trust Act by entering into that certain Declaration of Trust, dated May 3, 2006 (the "Original Declaration of Trust"), as amended and restated by the Amended and Restated Declaration of Trust, dated as of February 16, 2007, and Amendment No. 1 to Amended and Restated Declaration of Trust, dated as of December 8, 2011 (the Original Declaration of Trust, as so amended and restated, the "Declaration"), and by the execution and filing with the Secretary of State of the State of Delaware of the Certificate of Trust attached to the Declaration as Exhibit A (the "Certificate of Trust");

WHEREAS, pursuant to Section 12.2(a) of the Declaration, the Sponsor as the Holder of all of the Common Securities of the Trust, and the Regular Trustees may amend the Declaration without the consent of any Holder of the HITS, the Property Trustee or the Delaware Trustee, for the purpose of conforming the terms of the Declaration to the descriptions of the Declaration and the Trust Securities in that certain Prospectus of the Sponsor and the Trust, dated as of May 5, 2006, as supplemented by that certain Prospectus Supplement, dated as of February 12, 2007, relating to the offering of certain interests in the Trust (the "Prospectus");

WHEREAS, Section 5.14(e)(i)(w)(A) of the Declaration requires that, following a Successful Remarketing, the net Proceeds from the sale of the Notes for which no Contingent Exchange Election has been made be used to purchase Qualifying Treasury Securities for deposit in the Collateral Account;

WHEREAS, pursuant to the descriptions of the Declaration and the Trust Securities in the Prospectus, following a Successful Remarketing, the net Proceeds from the sale of the Notes for which no Contingent Exchange Election has been made shall be remitted to the Collateral Agent, whereupon the Collateral Agent will deposit such proceeds to the account constituting the Bank of America Deposit;

WHEREAS, the parties hereto propose to make certain amendments to the Declaration that, in conformity with the terms of the Prospectus, would eliminate the aforementioned requirement in the Declaration of the purchase of Qualifying Treasury Securities and instead require that such Proceeds be remitted to the Collateral Agent for deposit in the account constituting the Bank of America Deposit;

WHEREAS, in connection with such proposed amendments, additional amendments to the Declaration are necessary to ensure that the Securities Intermediary receives proper notice in the event of a Successful Remarketing in order to fully perform its obligations thereunder;

WHEREAS, the Sponsor desires and hereby directs the Trustees to enter into this Amendment to amend certain provisions of the Declaration as provided herein (collectively, the "Declaration Amendments");

NOW, THEREFORE, for and in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is hereby amended as follows:

ARTICLE I
Defined Terms

Section 1.1 *Definitions.* Capitalized terms used in this Amendment and not otherwise defined shall have the respective meanings assigned thereto in the Declaration.

ARTICLE II
Amendments to the Declaration

Section 2.1 *Amendment of Section 5.14(d)(ii) of the Declaration of Trust.* Section 5.14(d)(ii) of the Declaration of Trust is hereby amended by deleting the word "by" from the beginning thereof.

Section 2.2 *Amendment of Section 5.14(e)(i)(w)(A) of the Declaration of Trust.* The current Section 5.14(e)(i)(w)(A) of the Declaration of Trust is hereby deleted in its entirety and replaced with the following:

"(A) instruct the Securities Intermediary to release from the Pledge and deliver to the Remarketing Agent the Pledged Notes for which no election has been validly made pursuant to Section 8.02(a) of the Collateral Agreement, free and clear of the Corporation's security interest therein, against delivery by the Remarketing Agent of the net Proceeds of the sale of such Pledged Notes in the Remarketing to the Collateral Agent and the Collateral Agent shall promptly notify the Securities Intermediary of such delivery and shall deposit such proceeds to the account constituting the Bank of America Deposit,"

Section 2.3 *Amendment of Section 5.14(e)(i)(x)(B) of the Declaration of Trust.* Section 5.14(e)(i)(x)(B) of the Declaration of Trust is hereby amended by deleting therefrom the phrase "or delivered by the Remarketing Agent".

ARTICLE III
Miscellaneous

Section 3.1 *Separability Clause.* In case any provision in the Declaration of Trust, as amended by this Amendment, 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 3.2 *Governing Law.* This Amendment shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflicts of laws principles).

Section 3.3 *Successors and Assigns.* All covenants and agreements in the Declaration of Trust, as amended by this Amendment, by each party thereto shall bind its successors and assigns, whether so expressed or not.

Section 3.4 *Effect of Headings.* The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 3.5 *Trust Indenture Act; Conflict with Trust Indenture Act.* If any provision of the Declaration of Trust, as amended by this Amendment, limits, qualifies or conflicts with a provision of the Trust Indenture Act that is required under the Trust Indenture Act to be a part of and govern the Declaration of Trust, as amended by this Amendment, the latter provision shall control. If any provision of the Declaration of Trust, as amended by this Amendment, modifies or excludes any provision of the Trust Indenture Act that may be so modified or excluded, the latter provision shall be deemed to apply to the Declaration of Trust, as amended by this Amendment, as so modified or to be excluded, as the case may be.

* * * *

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

[Signature page to follow]

IN WITNESS WHEREOF, this Amendment has been executed and is effective as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Holder of all of the Common Securities

By: /s/ ANGELA C. JONES

Name: Angela C. Jones
Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

**[SIGNATURE PAGE – AMENDMENT NO. 2 TO
AMENDED AND RESTATED DECLARATION OF TRUST OF BAC CAPITAL TRUST XIV]**

**AMENDMENT NO. 1
TO
AMENDED AND RESTATED DECLARATION OF TRUST
OF BAC CAPITAL TRUST XV**

Dated as of November 7, 2011

AMENDMENT NO. 1, dated as of November 7, 2011 (“Amendment”), to the Amended and Restated Declaration of Trust of BAC CAPITAL TRUST XV (the “Trust”), dated as of May 23, 2007 (as amended, the “Declaration”), by and among the Regular Trustees signatory thereto (the “Regular Trustees”), THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (formerly known as The Bank of New York Trust Company, N.A.) (the “Property Trustee”), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the “Delaware Trustee”), BANK OF AMERICA CORPORATION, a Delaware corporation (the “Sponsor”), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, Section 12.1(g) of the Declaration provides that the Declaration may be amended without the consent of the Holders of the Securities to, among other things, cure any ambiguity or to correct or supplement any provision in the Declaration that may be defective or inconsistent with any other provision of the Declaration;

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Regular Trustees may enter into a written instrument in order to amend the Declaration; provided, however, that if the amendment affects the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee, then the amendment must also be executed by the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor desires and hereby directs the Regular Trustees to enter into this Amendment to amend Section 4(d)(v) of Annex I to the Declaration as provided herein to cure any ambiguity and correct the inconsistent and defective language contained therein (the “Declaration Amendment”);

WHEREAS, the Declaration Amendment contained herein shall not affect the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers’ Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Regular Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and Regular Trustees covenant and agree as follows:

ARTICLE I
Amendment to the Declaration

Section 1.01. Section 4(d)(v) of Annex I to the Declaration shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(v) Subject to the foregoing and applicable law (including, without limitation, United States federal securities laws), the Sponsor or any of its subsidiaries may at any time and from time to time purchase outstanding Capital Securities by tender, in the open market or by private agreement.

ARTICLE II
Miscellaneous

Section 2.01 The Declaration Amendment in this Amendment shall be effective as of the date hereof as to, and binding upon the Holders of, all Securities outstanding, as well as any and all Securities hereafter issued.

Section 2.02 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.03 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendment shall be deemed amended.

Section 2.04 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.05 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Sponsor or Regular Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.06 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.07 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

**AMENDMENT NO. 1 TO AMENDED AND RESTATED
DECLARATION OF TRUST OF BAC CAPITAL TRUST XV**

AMENDMENT NO. 2
TO
AMENDED AND RESTATED
DECLARATION OF TRUST OF
BAC CAPITAL TRUST XV

Dated as of November 10, 2011

AMENDMENT NO. 2, dated as of November 10, 2011 ("Amendment"), to the Amended and Restated Declaration of Trust of BAC CAPITAL TRUST XV (the "Trust"), dated as of May 23, 2007 (as amended, the "Declaration"), by and among the Regular Trustees signatory thereto (the "Regular Trustees"), THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (formerly known as The Bank of New York Trust Company, N.A.) (the "Property Trustee"), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the "Delaware Trustee" and, together with the Regular Trustees, the Property Trustee and the Delaware Trustee, the "Trustees"), BANK OF AMERICA CORPORATION, a Delaware corporation (the "Sponsor"), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Sponsor and the Trustees may enter into a written instrument in order to amend the Declaration;

WHEREAS, the Sponsor desires and hereby directs the Trustees to enter into this Amendment to amend certain provisions of the Declaration as provided herein (collectively, the "Declaration Amendments");

WHEREAS, the Declaration Amendments contained herein shall not adversely affect the interests of the Holders in any material respect;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers' Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel pursuant to Section 12.1(b) of the Declaration that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and the Trustees covenant and agree as follows:

ARTICLE I

Amendments to the Declaration

Section 1.01. Section 1.1 of the Declaration shall be amended to add the following new definitions in alphabetical order:

"Exchange" has the meaning set forth in Section 6.2(a).

“Liquidation Amount” means, with respect to Capital Securities or Common Securities, the liquidation amount per Capital Security or Common Security, respectively, as set forth in Annex I hereto.

“Sponsor Affiliated Holder” has the meaning set forth in Section 6.2(a).

Section 1.02 Section 3.8(c)(ii) shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(ii) engage in such ministerial activities as shall be necessary or appropriate to effect the redemption of the Capital Securities and the Common Securities to the extent the Notes are redeemed or mature and to effect the Exchange of Capital Securities and Common Securities for Notes to the extent a Sponsor Affiliated Holder elects to effect such Exchange pursuant to Section 6.2 hereof; and

Section 1.03 Article VI of the Declaration shall be entitled “Distributions; Exchanges” and it shall be amended by adding the following as Section 6.2:

SECTION 6.2 Exchanges.

(a) If at any time the Sponsor or any of its Affiliates (in any such case, a “Sponsor Affiliated Holder”) is the Holder of any Capital Securities or is a Capital Security Beneficial Owner, such Sponsor Affiliated Holder shall have the right to deliver to the Property Trustee all or such portion of its Capital Securities as it elects and, subject to the terms of the Indenture, receive, in exchange therefor, Notes having an aggregate principal amount equal to the aggregate Liquidation Amount of the Capital Securities exchanged therefor (such an exchange being referred to herein as an “Exchange”). Such election (i) shall be exercisable, and shall be effective on any Business Day, provided that such Business Day is not a record date or any date falling between a record date and a date on which the related Distribution is payable, by such Sponsor Affiliated Holder delivering to the Property Trustee a written notice of such election specifying the aggregate Liquidation Amount of Capital Securities with respect to which such election is being made and the date on which such Exchange shall occur, which date shall be not less than three (3) Business Days after the date of receipt by the Property Trustee of such election notice and (ii) shall be conditioned upon such Sponsor Affiliated Holder having delivered or caused to be delivered to the Property Trustee or its designee the Capital Securities which are the subject of such election by 10:00 a.m. New York City time, on the date on which such Exchange is to occur. After the Exchange, such Capital Securities shall be cancelled and shall no longer be deemed to be outstanding and all rights of the Sponsor Affiliated Holder with respect to such Capital Securities shall cease. So long as the Capital Securities are in book-entry-only form, the delivery and the cancellation of the Capital Securities pursuant to this Section 6.2 shall be made in accordance with the customary procedures for the Clearing Agency for the Capital Securities.

(b) In the case of an Exchange described in Section 6.2(a), the Trust shall, at the written request of the Sponsor, on the date of such Exchange, exchange Notes having a principal amount equal to a proportional amount of the aggregate Liquidation Amount of the outstanding Common Securities, such proportional amount determined by multiplying the aggregate Liquidation Amount of the outstanding Common Securities by the ratio of the aggregate Liquidation Amount of the Capital Securities exchanged pursuant to Section 6.2(a) to the aggregate Liquidation Amount of the Capital Securities outstanding immediately prior to such Exchange, for such proportional amount of Common Securities held by the Sponsor (which contemporaneously shall be cancelled and no longer be deemed to be outstanding); provided, that the Sponsor delivers or causes to be delivered to the Property Trustee or its designee the required amount of Common Securities to be exchanged by 10:00 a.m., New York City time, on the date on which such Exchange is to occur.

ARTICLE II

Miscellaneous

Section 2.01 The Trustees accept the Declaration Amendments set forth in this Amendment upon the terms and conditions set forth in the Declaration. The Trustees shall not be responsible or accountable in any manner whatsoever for or in respect of, and make no representation with respect to, the validity or sufficiency of this Amendment or the due execution hereof by the Sponsor and shall not be responsible in any manner whatsoever for or in respect of the correctness of the recitals and statements contained herein, all of which recitals and statements are made solely by the Sponsor.

Section 2.02 The Trustees have no duty to determine or otherwise monitor whether any adjustments or actions set forth herein should be made, how they should be made or what they should be. The Trustees shall not be accountable for and make no representation as to the validity or value of any securities or assets issued pursuant to the terms hereof. The Trustees shall not be responsible for the Sponsor's failure to comply with the amendments set forth herein.

Section 2.03 The Declaration Amendments in this Amendment shall be effective as to, and binding upon the Holders of, all Securities outstanding as of the date hereof, as well as any and all Securities hereafter issued.

Section 2.04 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.05 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendments shall be deemed amended.

Section 2.06 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.07 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.08 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.09 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES

Name: Angela C. Jones
Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Property Trustee

By: /s/ THOMAS J. PROVENZANO

Name: Thomas J. Provenzano
Title: Vice President

BNY MELLON TRUST OF DELAWARE,
as Delaware Trustee

By: /S/ KRISTINE K. GULLO

Name: Kristine K. Gullo
Title: Vice President

**AMENDMENT NO. 2 TO AMENDED AND RESTATED
DECLARATION OF TRUST OF BAC CAPITAL TRUST XV**

**AMENDMENT NO. 1
TO
AMENDED AND RESTATED DECLARATION OF TRUST
OF NB CAPITAL TRUST II**

Dated as of November 7, 2011

AMENDMENT NO. 1, dated as of November 7, 2011 (“Amendment”), to the Amended and Restated Declaration of Trust of NB CAPITAL TRUST II (the “Trust”), dated as of December 10, 1996 (as amended, the “Declaration”), by and among the Regular Trustees signatory thereto (the “Regular Trustees”), THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York) (the “Property Trustee”), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the “Delaware Trustee”), BANK OF AMERICA CORPORATION (successor to NationsBank Corporation), a Delaware corporation (the “Sponsor”), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, Section 12.1(g) of the Declaration provides that the Declaration may be amended without the consent of the Holders of the Securities to, among other things, cure any ambiguity or to correct or supplement any provision in the Declaration that may be defective or inconsistent with any other provision of the Declaration;

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Regular Trustees may enter into a written instrument in order to amend the Declaration; provided, however, that if the amendment affects the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee, then the amendment must also be executed by the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor desires and hereby directs the Regular Trustees to enter into this Amendment to amend Section 4(f)(v) of Annex I to the Declaration as provided herein to cure any ambiguity and correct the inconsistent and defective language contained therein (the “Declaration Amendment”);

WHEREAS, the Declaration Amendment contained herein shall not affect the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers’ Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Regular Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and Regular Trustees covenant and agree as follows:

ARTICLE I
Amendment to the Declaration

Section 1.01. Section 4(f)(v) of Annex I to the Declaration shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(v) Subject to the foregoing and applicable law (including, without limitation, United States federal securities laws), the Sponsor or any of its subsidiaries may at any time and from time to time purchase outstanding Capital Securities by tender, in the open market or by private agreement.

ARTICLE II
Miscellaneous

Section 2.01 The Declaration Amendment in this Amendment shall be effective as of the date hereof as to, and binding upon the Holders of, all Securities outstanding, as well as any and all Securities hereafter issued.

Section 2.02 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.03 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendment shall be deemed amended.

Section 2.04 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.05 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Sponsor or Regular Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.06 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.07 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

**AMENDMENT NO. 1 TO AMENDED AND RESTATED
DECLARATION OF TRUST OF NB CAPITAL TRUST II**

AMENDMENT NO. 2
TO
AMENDED AND RESTATED
DECLARATION OF TRUST OF
NB CAPITAL TRUST II

Dated as of November 10, 2011

AMENDMENT NO. 2, dated as of November 10, 2011 ("Amendment"), to the Amended and Restated Declaration of Trust of NB CAPITAL TRUST II (the "Trust"), dated as of December 10, 1996 (as amended, the "Declaration"), by and among the Regular Trustees signatory thereto (the "Regular Trustees"), THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York) (the "Property Trustee"), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the "Delaware Trustee" and, together with the Regular Trustees, the Property Trustee and the Delaware Trustee, the "Trustees"), BANK OF AMERICA CORPORATION (successor to NationsBank Corporation), a Delaware corporation (the "Sponsor"), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Sponsor and the Trustees may enter into a written instrument in order to amend the Declaration;

WHEREAS, the Sponsor desires and hereby directs the Trustees to enter into this Amendment to amend certain provisions of the Declaration as provided herein (collectively, the "Declaration Amendments");

WHEREAS, the Declaration Amendments contained herein shall not adversely affect the interests of the Holders in any material respect;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers' Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel pursuant to Section 12.1(b) of the Declaration that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and the Trustees covenant and agree as follows:

ARTICLE I

Amendments to the Declaration

Section 1.01. Section 1.1 of the Declaration shall be amended to add the following new definitions in alphabetical order:

"Exchange" has the meaning set forth in Section 6.2(a).

“Liquidation Amount” means, with respect to Capital Securities or Common Securities, the liquidation amount per Capital Security or Common Security, respectively, as set forth in Annex I hereto.

“Sponsor Affiliated Holder” has the meaning set forth in Section 6.2(a).

Section 1.02 Section 3.8(c)(ii) shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(ii) engage in such ministerial activities as shall be necessary or appropriate to effect the redemption of the Capital Securities and the Common Securities to the extent the Notes are redeemed or mature and to effect the Exchange of Capital Securities and Common Securities for Notes to the extent a Sponsor Affiliated Holder elects to effect such Exchange pursuant to Section 6.2 hereof; and

Section 1.03 Article VI of the Declaration shall be entitled “Distributions; Exchanges” and it shall be amended by adding the following as Section 6.2:

SECTION 6.2 Exchanges.

(a) If at any time the Sponsor or any of its Affiliates (in any such case, a “Sponsor Affiliated Holder”) is the Holder of any Capital Securities or is a Capital Security Beneficial Owner, such Sponsor Affiliated Holder shall have the right to deliver to the Property Trustee all or such portion of its Capital Securities as it elects and, subject to the terms of the Indenture, receive, in exchange therefor, Notes having an aggregate principal amount equal to the aggregate Liquidation Amount of the Capital Securities exchanged therefor (such an exchange being referred to herein as an “Exchange”). Such election (i) shall be exercisable, and shall be effective on any Business Day, provided that such Business Day is not a record date or any date falling between a record date and a date on which the related Distribution is payable, by such Sponsor Affiliated Holder delivering to the Property Trustee a written notice of such election specifying the aggregate Liquidation Amount of Capital Securities with respect to which such election is being made and the date on which such Exchange shall occur, which date shall be not less than three (3) Business Days after the date of receipt by the Property Trustee of such election notice and (ii) shall be conditioned upon such Sponsor Affiliated Holder having delivered or caused to be delivered to the Property Trustee or its designee the Capital Securities which are the subject of such election by 10:00 a.m. New York City time, on the date on which such Exchange is to occur. After the Exchange, such Capital Securities shall be cancelled and shall no longer be deemed to be outstanding and all rights of the Sponsor Affiliated Holder with respect to such Capital Securities shall cease. So long as the Capital Securities are in book-entry-only form, the delivery and the cancellation of the Capital Securities pursuant to this Section 6.2 shall be made in accordance with the customary procedures for the Clearing Agency for the Capital Securities.

(b) In the case of an Exchange described in Section 6.2(a), the Trust shall, at the written request of the Sponsor, on the date of such Exchange, exchange Notes having a principal amount equal to a proportional amount of the aggregate Liquidation Amount of the outstanding Common Securities, such proportional amount determined by multiplying the aggregate Liquidation Amount of the outstanding Common Securities by the ratio of the aggregate Liquidation Amount of the Capital Securities exchanged pursuant to Section 6.2(a) to the aggregate Liquidation Amount of the Capital Securities outstanding immediately prior to such Exchange, for such proportional amount of Common Securities held by the Sponsor (which contemporaneously shall be cancelled and no longer be deemed to be outstanding); provided, that the Sponsor delivers or causes to be delivered to the Property Trustee or its designee the required amount of Common Securities to be exchanged by 10:00 a.m., New York City time, on the date on which such Exchange is to occur.

ARTICLE II

Miscellaneous

Section 2.01 The Trustees accept the Declaration Amendments set forth in this Amendment upon the terms and conditions set forth in the Declaration. The Trustees shall not be responsible or accountable in any manner whatsoever for or in respect of, and make no representation with respect to, the validity or sufficiency of this Amendment or the due execution hereof by the Sponsor and shall not be responsible in any manner whatsoever for or in respect of the correctness of the recitals and statements contained herein, all of which recitals and statements are made solely by the Sponsor.

Section 2.02 The Trustees have no duty to determine or otherwise monitor whether any adjustments or actions set forth herein should be made, how they should be made or what they should be. The Trustees shall not be accountable for and make no representation as to the validity or value of any securities or assets issued pursuant to the terms hereof. The Trustees shall not be responsible for the Sponsor's failure to comply with the amendments set forth herein.

Section 2.03 The Declaration Amendments in this Amendment shall be effective as to, and binding upon the Holders of, all Securities outstanding as of the date hereof, as well as any and all Securities hereafter issued.

Section 2.04 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.05 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendments shall be deemed amended.

Section 2.06 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.07 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.08 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.09 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES
Name: Angela C. Jones
Title: Senior Vice President

/s/ ANGELA C. JONES
Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT
Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ
Leonor Suarez,
as Regular Trustee

THE BANK OF NEW YORK MELLON,
as Property Trustee

By: /s/ THOMAS J. PROVENZANO
Name: Thomas J. Provenzano
Title: Vice President

BNY MELLON TRUST OF DELAWARE,
as Delaware Trustee

By: /s/ KRISTINE K. GULLO
Name: Kristine K. Gullo
Title: Vice President

**AMENDMENT NO. 2 TO AMENDED AND RESTATED
DECLARATION OF TRUST OF NB CAPITAL TRUST II**

**AMENDMENT NO. 1
TO
AMENDED AND RESTATED DECLARATION OF TRUST
OF NB CAPITAL TRUST III**

Dated as of November 7, 2011

AMENDMENT NO. 1, dated as of November 7, 2011 ("Amendment"), to the Amended and Restated Declaration of Trust of NB CAPITAL TRUST III (the "Trust"), dated as of January 22, 1997 (as amended, the "Declaration"), by and among the Regular Trustees signatory thereto (the "Regular Trustees"), THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York) (the "Property Trustee"), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the "Delaware Trustee"), BANK OF AMERICA CORPORATION (successor to NationsBank Corporation), a Delaware corporation (the "Sponsor"), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, Section 12.1(g) of the Declaration provides that the Declaration may be amended without the consent of the Holders of the Securities to, among other things, cure any ambiguity or to correct or supplement any provision in the Declaration that may be defective or inconsistent with any other provision of the Declaration;

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Regular Trustees may enter into a written instrument in order to amend the Declaration; provided, however, that if the amendment affects the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee, then the amendment must also be executed by the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor desires and hereby directs the Regular Trustees to enter into this Amendment to amend Section 4(f)(v) of Annex I to the Declaration as provided herein to cure any ambiguity and correct the inconsistent and defective language contained therein (the "Declaration Amendment");

WHEREAS, the Declaration Amendment contained herein shall not affect the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers' Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Regular Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and Regular Trustees covenant and agree as follows:

ARTICLE I
Amendment to the Declaration

Section 1.01. Section 4(f)(v) of Annex I to the Declaration shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(v) Subject to the foregoing and applicable law (including, without limitation, United States federal securities laws), the Sponsor or any of its subsidiaries may at any time and from time to time purchase outstanding Capital Securities by tender, in the open market or by private agreement.

ARTICLE II
Miscellaneous

Section 2.01 The Declaration Amendment in this Amendment shall be effective as of the date hereof as to, and binding upon the Holders of, all Securities outstanding, as well as any and all Securities hereafter issued.

Section 2.02 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.03 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendment shall be deemed amended.

Section 2.04 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.05 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Sponsor or Regular Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.06 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.07 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

**AMENDMENT NO. 1 TO AMENDED AND RESTATED
DECLARATION OF TRUST OF NB CAPITAL TRUST III**

AMENDMENT NO. 2

TO

AMENDED AND RESTATED

DECLARATION OF TRUST OF

NB CAPITAL TRUST III

Dated as of November 10, 2011

AMENDMENT NO. 2, dated as of November 10, 2011 ("Amendment"), to the Amended and Restated Declaration of Trust of NB CAPITAL TRUST III (the "Trust"), dated as of January 22, 1997 (as amended, the "Declaration"), by and among the Regular Trustees signatory thereto (the "Regular Trustees"), THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York) (the "Property Trustee"), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the "Delaware Trustee" and, together with the Regular Trustees, the Property Trustee and the Delaware Trustee, the "Trustees"), BANK OF AMERICA CORPORATION (successor to NationsBank Corporation), a Delaware corporation (the "Sponsor"), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Sponsor and the Trustees may enter into a written instrument in order to amend the Declaration;

WHEREAS, the Sponsor desires and hereby directs the Trustees to enter into this Amendment to amend certain provisions of the Declaration as provided herein (collectively, the "Declaration Amendments");

WHEREAS, the Declaration Amendments contained herein shall not adversely affect the interests of the Holders in any material respect;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers' Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel pursuant to Section 12.1(b) of the Declaration that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and the Trustees covenant and agree as follows:

ARTICLE I

Amendments to the Declaration

Section 1.01. Section 1.1 of the Declaration shall be amended to add the following new definitions in alphabetical order:

"Exchange" has the meaning set forth in Section 6.2(a).

“Liquidation Amount” means, with respect to Capital Securities or Common Securities, the liquidation amount per Capital Security or Common Security, respectively, as set forth in Annex I hereto.

“Sponsor Affiliated Holder” has the meaning set forth in Section 6.2(a).

Section 1.02 Section 3.8(c)(ii) shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(ii) engage in such ministerial activities as shall be necessary or appropriate to effect the redemption of the Capital Securities and the Common Securities to the extent the Notes are redeemed or mature and to effect the Exchange of Capital Securities and Common Securities for Notes to the extent a Sponsor Affiliated Holder elects to effect such Exchange pursuant to Section 6.2 hereof; and

Section 1.03 Article VI of the Declaration shall be entitled “Distributions; Exchanges” and it shall be amended by adding the following as Section 6.2:

SECTION 6.2 Exchanges.

(a) If at any time the Sponsor or any of its Affiliates (in any such case, a “Sponsor Affiliated Holder”) is the Holder of any Capital Securities or is a Capital Security Beneficial Owner, such Sponsor Affiliated Holder shall have the right to deliver to the Property Trustee all or such portion of its Capital Securities as it elects and, subject to the terms of the Indenture, receive, in exchange therefor, Notes having an aggregate principal amount equal to the aggregate Liquidation Amount of the Capital Securities exchanged therefor (such an exchange being referred to herein as an “Exchange”). Such election (i) shall be exercisable, and shall be effective on any Business Day, provided that such Business Day is not a record date or any date falling between a record date and a date on which the related Distribution is payable, by such Sponsor Affiliated Holder delivering to the Property Trustee a written notice of such election specifying the aggregate Liquidation Amount of Capital Securities with respect to which such election is being made and the date on which such Exchange shall occur, which date shall be not less than three (3) Business Days after the date of receipt by the Property Trustee of such election notice and (ii) shall be conditioned upon such Sponsor Affiliated Holder having delivered or caused to be delivered to the Property Trustee or its designee the Capital Securities which are the subject of such election by 10:00 a.m. New York City time, on the date on which such Exchange is to occur. After the Exchange, such Capital Securities shall be cancelled and shall no longer be deemed to be outstanding and all rights of the Sponsor Affiliated Holder with respect to such Capital Securities shall cease. So long as the Capital Securities are in book-entry-only form, the delivery and the cancellation of the Capital Securities pursuant to this Section 6.2 shall be made in accordance with the customary procedures for the Clearing Agency for the Capital Securities.

(b) In the case of an Exchange described in Section 6.2(a), the Trust shall, at the written request of the Sponsor, on the date of such Exchange, exchange Notes having a principal amount equal to a proportional amount of the aggregate Liquidation Amount of the outstanding Common Securities, such proportional amount determined by multiplying the aggregate Liquidation Amount of the outstanding Common Securities by the ratio of the aggregate Liquidation Amount of the Capital Securities exchanged pursuant to Section 6.2(a) to the aggregate Liquidation Amount of the Capital Securities outstanding immediately prior to such Exchange, for such proportional amount of Common Securities held by the Sponsor (which contemporaneously shall be cancelled and no longer be deemed to be outstanding); provided, that the Sponsor delivers or causes to be delivered to the Property Trustee or its designee the required amount of Common Securities to be exchanged by 10:00 a.m., New York City time, on the date on which such Exchange is to occur.

ARTICLE II

Miscellaneous

Section 2.01 The Trustees accept the Declaration Amendments set forth in this Amendment upon the terms and conditions set forth in the Declaration. The Trustees shall not be responsible or accountable in any manner whatsoever for or in respect of, and make no representation with respect to, the validity or sufficiency of this Amendment or the due execution hereof by the Sponsor and shall not be responsible in any manner whatsoever for or in respect of the correctness of the recitals and statements contained herein, all of which recitals and statements are made solely by the Sponsor.

Section 2.02 The Trustees have no duty to determine or otherwise monitor whether any adjustments or actions set forth herein should be made, how they should be made or what they should be. The Trustees shall not be accountable for and make no representation as to the validity or value of any securities or assets issued pursuant to the terms hereof. The Trustees shall not be responsible for the Sponsor's failure to comply with the amendments set forth herein.

Section 2.03 The Declaration Amendments in this Amendment shall be effective as to, and binding upon the Holders of, all Securities outstanding as of the date hereof, as well as any and all Securities hereafter issued.

Section 2.04 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.05 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendments shall be deemed amended.

Section 2.06 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.07 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.08 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.09 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES

Name: Angela C. Jones
Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

THE BANK OF NEW YORK MELLON,
as Property Trustee

By: /s/ THOMAS J. PROVENZANO

Name: Thomas J. Provenzano
Title: Vice President

BNY MELLON TRUST OF DELAWARE,
as Delaware Trustee

By: /s/ KRISTINE K. GULLO

Name: Kristine K. Gullo
Title: Vice President

**AMENDMENT NO. 2 TO AMENDED AND RESTATED
DECLARATION OF TRUST OF NB CAPITAL TRUST III**

**AMENDMENT NO. 1
TO
AMENDED AND RESTATED DECLARATION OF TRUST
OF NB CAPITAL TRUST IV**

Dated as of November 7, 2011

AMENDMENT NO. 1, dated as of November 7, 2011 ("Amendment"), to the Amended and Restated Declaration of Trust of NB CAPITAL TRUST IV (the "Trust"), dated as of April 15, 1997 (as amended, the "Declaration"), by and among the Regular Trustees signatory thereto (the "Regular Trustees"), THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York) (the "Property Trustee"), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the "Delaware Trustee"), BANK OF AMERICA CORPORATION (successor to NationsBank Corporation), a Delaware corporation (the "Sponsor"), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, Section 12.1(g) of the Declaration provides that the Declaration may be amended without the consent of the Holders of the Securities to, among other things, cure any ambiguity or to correct or supplement any provision in the Declaration that may be defective or inconsistent with any other provision of the Declaration;

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Regular Trustees may enter into a written instrument in order to amend the Declaration; provided, however, that if the amendment affects the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee, then the amendment must also be executed by the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor desires and hereby directs the Regular Trustees to enter into this Amendment to amend Section 4(f)(v) of Annex I to the Declaration as provided herein to cure any ambiguity and correct the inconsistent and defective language contained therein (the "Declaration Amendment");

WHEREAS, the Declaration Amendment contained herein shall not affect the rights, powers, duties, obligations or immunities of the Property Trustee or Delaware Trustee;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers' Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Regular Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and Regular Trustees covenant and agree as follows:

ARTICLE I
Amendment to the Declaration

Section 1.01. Section 4(f)(v) of Annex I to the Declaration shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(v) Subject to the foregoing and applicable law (including, without limitation, United States federal securities laws), the Sponsor or any of its subsidiaries may at any time and from time to time purchase outstanding Capital Securities by tender, in the open market or by private agreement.

ARTICLE II
Miscellaneous

Section 2.01 The Declaration Amendment in this Amendment shall be effective as of the date hereof as to, and binding upon the Holders of, all Securities outstanding, as well as any and all Securities hereafter issued.

Section 2.02 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.03 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendment shall be deemed amended.

Section 2.04 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.05 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Sponsor or Regular Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.06 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.07 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES

Name: Angela C. Jones

Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

**AMENDMENT NO. 1 TO AMENDED AND RESTATED
DECLARATION OF TRUST OF NB CAPITAL TRUST IV**

AMENDMENT NO. 2
TO
AMENDED AND RESTATED
DECLARATION OF TRUST OF
NB CAPITAL TRUST IV

Dated as of November 10, 2011

AMENDMENT NO. 2, dated as of November 10, 2011 ("Amendment"), to the Amended and Restated Declaration of Trust of NB CAPITAL TRUST IV (the "Trust"), dated as of April 15, 1997 (as amended, the "Declaration"), by and among the Regular Trustees signatory thereto (the "Regular Trustees"), THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York) (the "Property Trustee"), BNY MELLON TRUST OF DELAWARE (formerly known as The Bank of New York (Delaware)) (the "Delaware Trustee" and, together with the Regular Trustees, the Property Trustee and the Delaware Trustee, the "Trustees"), BANK OF AMERICA CORPORATION (successor to NationsBank Corporation), a Delaware corporation (the "Sponsor"), and by the holders, from time to time, of undivided beneficial interests in the assets of the Trust to be issued pursuant to the Declaration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto under the Declaration.

WHEREAS, pursuant to Section 12.1(a) of the Declaration, the Sponsor and the Trustees may enter into a written instrument in order to amend the Declaration;

WHEREAS, the Sponsor desires and hereby directs the Trustees to enter into this Amendment to amend certain provisions of the Declaration as provided herein (collectively, the "Declaration Amendments");

WHEREAS, the Declaration Amendments contained herein shall not adversely affect the interests of the Holders in any material respect;

WHEREAS, the Sponsor has duly authorized the execution and delivery of this Amendment, subject to the terms and conditions described herein;

WHEREAS, the Property Trustee has received an Officers' Certificate pursuant to Section 12.1(b) of the Declaration from each of the Sponsor and the Trust that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Property Trustee has received an opinion of counsel pursuant to Section 12.1(b) of the Declaration that this Amendment is permitted by, and conforms to, the terms of the Declaration (including the terms of the Securities);

WHEREAS, the Sponsor has requested that the Trustees execute and deliver this Amendment;

WHEREAS, all requirements necessary to make this Amendment a valid and legally binding instrument in accordance with its terms and the terms of the Declaration have been duly satisfied and authorized in all respects.

NOW, THEREFORE, the Sponsor and the Trustees covenant and agree as follows:

ARTICLE I

Amendments to the Declaration

Section 1.01. Section 1.1 of the Declaration shall be amended to add the following new definitions in alphabetical order:

"Exchange" has the meaning set forth in Section 6.2(a).

“Liquidation Amount” means, with respect to Capital Securities or Common Securities, the liquidation amount per Capital Security or Common Security, respectively, as set forth in Annex I hereto.

“Sponsor Affiliated Holder” has the meaning set forth in Section 6.2(a).

Section 1.02 Section 3.8(c)(ii) shall be amended and restated in its entirety so that, as amended and restated, it shall read as follows:

(ii) engage in such ministerial activities as shall be necessary or appropriate to effect the redemption of the Capital Securities and the Common Securities to the extent the Notes are redeemed or mature and to effect the Exchange of Capital Securities and Common Securities for Notes to the extent a Sponsor Affiliated Holder elects to effect such Exchange pursuant to Section 6.2 hereof; and

Section 1.03 Article VI of the Declaration shall be entitled “Distributions; Exchanges” and it shall be amended by adding the following as Section 6.2:

SECTION 6.2 Exchanges.

(a) If at any time the Sponsor or any of its Affiliates (in any such case, a “Sponsor Affiliated Holder”) is the Holder of any Capital Securities or is a Capital Security Beneficial Owner, such Sponsor Affiliated Holder shall have the right to deliver to the Property Trustee all or such portion of its Capital Securities as it elects and, subject to the terms of the Indenture, receive, in exchange therefor, Notes having an aggregate principal amount equal to the aggregate Liquidation Amount of the Capital Securities exchanged therefor (such an exchange being referred to herein as an “Exchange”). Such election (i) shall be exercisable, and shall be effective on any Business Day, provided that such Business Day is not a record date or any date falling between a record date and a date on which the related Distribution is payable, by such Sponsor Affiliated Holder delivering to the Property Trustee a written notice of such election specifying the aggregate Liquidation Amount of Capital Securities with respect to which such election is being made and the date on which such Exchange shall occur, which date shall be not less than three (3) Business Days after the date of receipt by the Property Trustee of such election notice and (ii) shall be conditioned upon such Sponsor Affiliated Holder having delivered or caused to be delivered to the Property Trustee or its designee the Capital Securities which are the subject of such election by 10:00 a.m. New York City time, on the date on which such Exchange is to occur. After the Exchange, such Capital Securities shall be cancelled and shall no longer be deemed to be outstanding and all rights of the Sponsor Affiliated Holder with respect to such Capital Securities shall cease. So long as the Capital Securities are in book-entry-only form, the delivery and the cancellation of the Capital Securities pursuant to this Section 6.2 shall be made in accordance with the customary procedures for the Clearing Agency for the Capital Securities.

(b) In the case of an Exchange described in Section 6.2(a), the Trust shall, at the written request of the Sponsor, on the date of such Exchange, exchange Notes having a principal amount equal to a proportional amount of the aggregate Liquidation Amount of the outstanding Common Securities, such proportional amount determined by multiplying the aggregate Liquidation Amount of the outstanding Common Securities by the ratio of the aggregate Liquidation Amount of the Capital Securities exchanged pursuant to Section 6.2(a) to the aggregate Liquidation Amount of the Capital Securities outstanding immediately prior to such Exchange, for such proportional amount of Common Securities held by the Sponsor (which contemporaneously shall be cancelled and no longer be deemed to be outstanding); provided, that the Sponsor delivers or causes to be delivered to the Property Trustee or its designee the required amount of Common Securities to be exchanged by 10:00 a.m., New York City time, on the date on which such Exchange is to occur.

ARTICLE II

Miscellaneous

Section 2.01 The Trustees accept the Declaration Amendments set forth in this Amendment upon the terms and conditions set forth in the Declaration. The Trustees shall not be responsible or accountable in any manner whatsoever for or in respect of, and make no representation with respect to, the validity or sufficiency of this Amendment or the due execution hereof by the Sponsor and shall not be responsible in any manner whatsoever for or in respect of the correctness of the recitals and statements contained herein, all of which recitals and statements are made solely by the Sponsor.

Section 2.02 The Trustees have no duty to determine or otherwise monitor whether any adjustments or actions set forth herein should be made, how they should be made or what they should be. The Trustees shall not be accountable for and make no representation as to the validity or value of any securities or assets issued pursuant to the terms hereof. The Trustees shall not be responsible for the Sponsor's failure to comply with the amendments set forth herein.

Section 2.03 The Declaration Amendments in this Amendment shall be effective as to, and binding upon the Holders of, all Securities outstanding as of the date hereof, as well as any and all Securities hereafter issued.

Section 2.04 Except as hereby expressly modified, the Declaration is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall take effect on the date hereof.

Section 2.05 Upon the effective date of this Amendment, entries in the Declaration's table of contents and cross-references to provisions in the Declaration that have been amended as a result of the Declaration Amendments shall be deemed amended.

Section 2.06 If any provision of this Amendment, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2.07 This Amendment may contain more than one counterpart of the signature page and this Amendment may be executed by the affixing of the signature of each of the Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 2.08 This Amendment and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to the principles of conflict of laws.

Section 2.09 Headings contained in this Amendment are inserted for convenience of reference only and do not affect the interpretation of this Amendment or any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

BANK OF AMERICA CORPORATION,
as Sponsor

By: /s/ ANGELA C. JONES

Name: Angela C. Jones
Title: Senior Vice President

/s/ ANGELA C. JONES

Angela C. Jones,
as Regular Trustee

/s/ TIMOTHY L. PRATT

Timothy L. Pratt,
as Regular Trustee

/s/ LEONOR SUAREZ

Leonor Suarez,
as Regular Trustee

THE BANK OF NEW YORK MELLON,
as Property Trustee

By: /s/ THOMAS J. PROVENZANO

Name: Thomas J. Provenzano
Title: Vice President

BNY MELLON TRUST OF DELAWARE,
as Delaware Trustee

By: /s/ KRISTINE K. GULLO

Name: Kristine K. Gullo
Title: Vice President

**AMENDMENT NO. 2 TO AMENDED AND RESTATED
DECLARATION OF TRUST OF NB CAPITAL TRUST IV**

McGuireWoods LLP
 201 North Tryon Street
 Charlotte, NC 28202
 Phone: 704.343.2000
 Fax: 704.343.2300
 www.mcguirewoods.com

McGUIREWOODS

March 30, 2012

Bank of America Corporation
 Bank of America Corporate Center
 100 North Tryon Street
 Charlotte, North Carolina 28255

Re: Bank of America Corporation Registration Statement on Form S-3

Ladies and Gentlemen:

We have acted as counsel to Bank of America Corporation, a Delaware corporation (the "Corporation"), in connection with the Registration Statement on Form S-3 (the "Registration Statement") being filed with the Securities and Exchange Commission (the "SEC") by the Corporation and the various trusts described therein (the "Trusts") on or about the date of this opinion letter in connection with the registration under the Securities Act of 1933, as amended (the "Act"), of an indeterminate amount of (i) debt securities (the "Debt Securities"), (ii) warrants (the "Warrants"), (iii) purchase contracts (the "Purchase Contracts"), (iv) units, which are comprised of two or more securities, in any combination (the "Units"), (v) shares of preferred stock (the "Preferred Stock"), (vi) fractional interests in Preferred Stock represented by depositary shares (the "Depositary Shares"), (vii) shares of common stock (the "Common Stock"), (viii) junior subordinated notes (the "Junior Subordinated Notes") and (ix) guarantees of the preferred securities of the Trusts (the "Guarantees," and together with the Debt Securities, Warrants, Purchase Contracts, Units, Preferred Stock, Depositary Shares, Common Stock, and Junior Subordinated Notes, the "Securities").

The Securities are described in the Registration Statement and are to be issued, separately or together, in one or more series and may be sold from time to time as set forth in the Registration Statement, the applicable prospectuses contained therein (each, a "Prospectus") and any amendments or supplements thereto. We understand that the Securities will be issued as follows:

(a) The Debt Securities, which include the Corporation's debt securities designated as its Senior Medium-Term Notes, Series L and its Subordinated Medium-Term Notes, Series L (collectively, the "Medium-Term Notes"), will be issued pursuant to: (i) that certain Senior Indenture dated January 1, 1995 between the Corporation (successor to NationsBank Corporation) and The Bank of New York Mellon Trust Company, N.A. (formerly The Bank of New York Trust Company, N.A., the successor trustee to The Bank of New York) as trustee, as supplemented by a First Supplemental Indenture dated as of September 18, 1998, a Second

Supplemental Indenture dated as of May 7, 2001, a Third Supplemental Indenture dated as of July 28, 2004, a Fourth Supplemental Indenture dated as of April 28, 2006, a Fifth Supplemental Indenture dated as of December 1, 2008 and a Sixth Supplemental Indenture dated as of February 23, 2011 (as so supplemented, and as further supplemented or amended from time to time, the "Senior Indenture") or (ii) the Subordinated Indenture dated January 1, 1995 between the Corporation (successor to NationsBank Corporation) and The Bank of New York Mellon Trust Company, N.A. (formerly The Bank of New York Trust Company, N.A., the successor trustee to The Bank of New York) as trustee, as supplemented by a First Supplemental Indenture dated as of August 28, 1998, a Second Supplemental Indenture dated as of January 25, 2007 and a Third Supplemental Indenture dated as of February 23, 2011 (as so supplemented, and as further supplemented or amended from time to time, the "Subordinated Indenture" and, together with the Senior Indenture, the "Debt Indentures") and, in the case of both (i) and (ii), in accordance with the authority of the Board of Directors of the Corporation or a duly authorized committee thereof or appointed thereby;

(b) the Junior Subordinated Notes will be issued pursuant to that certain Restated Indenture dated as of November 1, 2001 between the Corporation and The Bank of New York Mellon Trust Company, N.A. (formerly The Bank of New York Trust Company, N.A., the successor trustee to The Bank of New York) as trustee, as supplemented (as so supplemented, and as further supplemented or amended from time to time, the "Junior Subordinated Indenture"), as supplemented from time to time by supplemental indentures (the "Supplemental Indentures"), each to be entered into between the Corporation and such trustee;

(c) the Purchase Contracts will be issued pursuant to a Purchase Contract Agreement (the "Purchase Contract Agreement");

(d) the Units will be issued pursuant to a Unit Purchase Agreement (the "Unit Purchase Agreement");

(e) the Warrants will be issued pursuant to a Warrant Agreement (the "Warrant Agreement");

(f) the Depositary Shares will be issued pursuant to a Deposit Agreement to be entered into among the Corporation, a depository and the holders from time to time of depositary receipts described therein (the "Deposit Agreement");

(g) the Guarantees will be issued pursuant to a Guarantee Agreement to be delivered by the Corporation (the "Guarantee Agreement").

As used herein, the Indentures, the Junior Subordinated Indenture, the Purchase Contract Agreement, the Unit Purchase Agreement, the Warrant Agreement, the Deposit Agreement and the Guarantee Agreement are referred to, collectively, as the "Subject Documents."

Documents Reviewed

In connection with this opinion letter, we have examined the following documents: (a) the Registration Statement, including the exhibits being filed therewith and incorporated by reference therein from previous filings made by the Corporation with the SEC and (b) the base prospectuses contained in the Registration Statement (each, a "Prospectus"). In addition we have examined and relied upon the following:

(i) certificate from the assistant secretary of the Corporation certifying as to (A) true and correct copies of the articles of incorporation and bylaws of the Corporation (the "Organizational Documents") and (B) the resolutions of the Board of Directors of the Corporation authorizing the filing of the Registration Statement and the issuance of the Securities by the Corporation, subject to (1) in the case of each issuance of Securities to be issued by the Corporation, a specific further authorization for the issuance, execution, delivery and performance by proper action of the Corporation's Board of Directors, an authorized committee thereof or appointed thereby or authorized officers (the "Authorizing Resolutions") with respect to such Securities and (2) the other qualifications set forth therein;

(ii) a certificate dated March 29, 2012 issued by the Secretary of State of the State of Delaware (the "Secretary of State"), attesting to the corporate status and good standing of the Corporation in the State of Delaware (the "Status Certificate"); and

(iii) originals, or copies identified to our satisfaction as being true copies, of such other records, documents and instruments as we have deemed necessary for the purposes of this opinion letter.

"Applicable Law" means the Delaware General Corporation Law (including statutory provisions, all applicable provisions of the Delaware Constitution and reported judicial decisions interpreting the foregoing), the laws of the State of New York and the relevant laws of the United States, all as in effect on the date hereof.

Assumptions Underlying Our Opinions

For all purposes of the opinions expressed herein, we have assumed, without independent investigation, the following:

(a) Factual Matters. To the extent that we have reviewed and relied upon certificates of the Corporation or authorized representatives thereof, certain representations of the Corporation and certificates and assurances from public officials, all of such certificates, representations and assurances are accurate with regard to factual matters.

- (b) Signatures. The signatures of individuals who have signed or will sign the Subject Documents are genuine and authorized.
- (c) Authentic and Conforming Documents. All documents submitted to us as originals are authentic, complete and accurate, and all documents submitted to us as copies conform to authentic original documents.
- (d) Organizational Status, Power and Authority and Legal Capacity of Certain Parties. All parties to the Subject Documents are or will be validly existing and in good standing in their respective jurisdictions of formation and have or will have the capacity and full power and authority to execute, deliver and perform the Subject Documents, except that no such assumption is made as to the Corporation as of the date hereof. All individuals who have signed or will sign each Subject Document will have the legal capacity to execute such Subject Document.
- (e) Authorization, Execution and Delivery of Subject Documents. The Subject Documents and the documents required or permitted to be delivered thereunder have been or will be duly authorized by all necessary corporate, limited liability company, business trust, partnership or other action on the part of the parties thereto and have been or will be duly executed and delivered by such parties.
- (f) Subject Documents Binding on Certain Parties. The Subject Documents and the documents required or permitted to be delivered thereunder are or will be valid and binding obligations enforceable against the parties thereto in accordance with their terms, except no such assumption is made as to the Corporation.
- (g) Governing Law of Certain Documents. Each Supplemental Indenture, Purchase Contract Agreement, Unit Purchase Agreement, Warrant Agreement, Deposit Agreement and Guarantee Agreement will be governed by the laws of the State of New York.
- (h) Noncontravention. Neither the issuance of the Securities by the issuer thereof or the execution and delivery of the Subject Documents by any party thereto nor the performance by such party of its obligations thereunder will conflict with or result in a breach of (i) the certificate or articles of incorporation, bylaws, certificate or articles of organization, operating agreement, certificate of limited partnership, partnership agreement, trust agreement or other similar organizational documents of any such party, (ii) any law or regulation of any jurisdiction applicable to any such party, or (iii) any order, writ, injunction or decree of any court or governmental instrumentality or agency applicable to any such party or any agreement or instrument to which any such party may be a party or by which its properties are subject or bound.

(i) Governmental Approvals. All consents, approvals and authorizations of, or filings with, all governmental authorities that are required as a condition to the issuance of the Securities by the Corporation or to the execution and delivery of the Subject Documents by the parties thereto or the performance by such parties of their obligations thereunder will have been obtained or made.

(j) Registration: Trust Indenture Act. The Registration Statement will be effective under the Securities Act and the Indentures, the Junior Subordinated Indenture and the Guarantee Agreements will be qualified under the Trust Indenture Act of 1939.

Our Opinions

Based on and subject to the foregoing and the exclusions, qualifications, limitations and other assumptions set forth in this opinion letter, we are of the opinion that:

1. Organizational Status. Based solely upon its Status Certificate, the Corporation is a validly existing corporation under the laws of the State of Delaware, and is in good standing under such laws.
2. Power and Authority. The Corporation has the corporate power and authority to issue the Securities.
3. Debt Securities. With respect to any Debt Securities, including the Medium-Term Notes, when (i) Authorizing Resolutions with respect to such Debt Securities have been adopted, (ii) the terms of such Debt Securities and for their issuance and sale have been established in conformity with such Authorizing Resolutions and the applicable Indenture, (iii) such Debt Securities have been issued and sold as contemplated by the Registration Statement, the applicable Prospectus and the applicable supplement(s) to such Prospectus, (iv) the Corporation has received the consideration provided for in the applicable supplement to the Prospectus and any applicable definitive purchase, underwriting, distribution or similar agreement and (v) either (A) such Debt Securities have been completed, executed, authenticated and delivered, or (B) in the case of Medium-Term Notes represented by a master registered global senior note, the trustee under the Senior Indenture has made an appropriate entry on Schedule 1 to the master registered global senior note identifying the notes as supplemental obligations thereunder in accordance with the instructions of the Corporation, and in each case in accordance with the provisions of the applicable Indenture, such Debt Securities will constitute the valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their terms.
4. Junior Subordinated Notes. With respect to any Junior Subordinated Notes, when (i) Authorizing Resolutions with respect to such Junior Subordinated Notes have been adopted, (ii) the terms of such Junior Subordinated Notes and for their issuance and sale have been established in conformity with such Authorizing Resolutions and the Junior Subordinated

Indenture, (iii) such Junior Subordinated Notes have been issued and sold as contemplated by the Registration Statement, the applicable Prospectus and the applicable supplement(s) to such Prospectus, (iv) the Corporation has received the consideration provided for in the applicable supplement to the Prospectus and any applicable definitive purchase, underwriting or similar agreement and (v) such Junior Subordinated Notes have been completed, executed, authenticated and delivered in accordance with the provisions of the Junior Subordinated Indenture and the applicable underwriting, distribution or similar agreement, such Junior Subordinated Notes will constitute the valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their terms.

5. Common Stock. With respect to any Common Stock, when (i) Authorizing Resolutions with respect to such Common Stock have been adopted, (ii) the terms for the issuance and sale of the Common Stock have been established in conformity with such Authorizing Resolutions, (iii) such Common Stock has been issued and sold as contemplated by the Registration Statement, the applicable Prospectus and the applicable supplement to such Prospectus, (iv) the Corporation has received the consideration provided for in the applicable supplement to the Prospectus and any applicable definitive purchase, underwriting or similar agreement, (v) such consideration per share is not less than the amount specified in the applicable Authorizing Resolutions and (vi) certificates in the form required under the laws of the State of Delaware representing the shares of such Common Stock are duly executed, countersigned, registered and delivered, if such Common Stock is certificated, such Common Stock will be validly issued, fully paid and non-assessable.

6. Preferred Stock. With respect to any Preferred Stock of any series, when (i) Authorizing Resolutions with respect to such Preferred Stock have been adopted, (ii) the terms of such series of Preferred Stock and for its issuance and sale have been established in conformity with such Authorizing Resolutions, (iii) such Preferred Stock has been issued and sold as contemplated by the Registration Statement, the applicable Prospectus and the applicable supplement to such Prospectus, (iv) the Corporation has received the consideration provided for in the applicable supplement to the Prospectus and any applicable definitive purchase, underwriting or similar agreement, (v) such consideration per share is not less than the amount specified in the applicable Authorizing Resolutions, (vi) a Certificate of Designation with respect to such series of Preferred Stock has been duly filed with the Secretary of State and (vii) certificates in the form required under the laws of the State of Delaware representing the shares of such Preferred Stock are duly executed, countersigned, registered and delivered, if such Preferred Stock is certificated, such Preferred Stock of such series will be validly issued, fully paid and non-assessable.

7. Purchase Contracts. With respect to any Purchase Contracts, when (i) Authorizing Resolutions with respect to the Purchase Contracts have been adopted, (ii) the terms of such Purchase Contracts and for their issuance and sale have been established in conformity with such Authorizing Resolutions, (iii) such Purchase Contracts have been issued and sold as

contemplated by the Registration Statement, the applicable Prospectus and the applicable supplement to such Prospectus, (iv) the Corporation has received the consideration provided for in the applicable supplement to the Prospectus and any applicable definitive purchase, underwriting or similar agreement and (v) such Purchase Contracts have been authenticated or countersigned in accordance with the provisions of the Purchase Contract Agreement, as applicable, such Purchase Contracts will constitute the valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their terms.

8. Units. With respect to any Units, when (i) Authorizing Resolutions with respect to the Units have been adopted, (ii) the terms of such Units and for their issuance and sale have been established in conformity with such Authorizing Resolutions, (iii) such Units have been issued and sold as contemplated by the Registration Statement, the applicable Prospectus and the applicable supplement to such Prospectus, (iv) the Corporation has received the consideration provided for in the applicable supplement to the Prospectus and any applicable definitive purchase, underwriting or similar agreement and (v) such Units have been authenticated or countersigned in accordance with the provisions of the Unit Purchase Agreement, as applicable, such Units will constitute the valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their terms.

9. Warrants. With respect to any Warrants, when (i) Authorizing Resolutions with respect to the Warrants have been adopted, (ii) the terms of such Warrants and for their issuance have been established in conformity with such Authorizing Resolutions, (iii) such Warrants have been issued and sold as contemplated by the Registration Statement, the applicable Prospectus and the applicable supplement to such Prospectus, (iv) the Corporation has received the consideration provided for in the applicable supplement to the Prospectus and any applicable definitive purchase, underwriting or similar agreement and (v) such Warrants have been authenticated or countersigned in accordance with the provisions of the Warrant Agreement, as applicable, such Warrants will constitute the valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their terms.

10. Depository Shares. With respect to any Depository Shares, when (i) Authorizing Resolutions with respect to the Depository Shares and the related series of Preferred Stock have been adopted, (ii) the terms of such Depository Shares and related Preferred Stock and for their issuance and sale have been established in conformity with such Authorizing Resolutions, (iii) such Depository Shares have been issued and sold as contemplated by the Registration Statement, the applicable Prospectus and the applicable supplement to such Prospectus, (iv) the Corporation has received the consideration provided for in the applicable supplement to the Prospectus and any applicable definitive purchase, underwriting or similar agreement, (v) such consideration per share is not less than the amount specified in the applicable Authorizing Resolutions, (vi) a Certificate of Designation with respect to such series of Preferred Stock has been duly filed with the Secretary of State, (vii) certificates in the form required under the laws of the State of Delaware representing the shares of such Preferred Stock are duly executed,

countersigned, registered and delivered, if such Preferred Stock is certificated, and (v) receipts representing such Depositary Shares have been authenticated or countersigned in accordance with the provisions of the Deposit Agreement, such Depositary Shares will constitute the valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their terms.

11. Guarantees. With respect to any Guarantees, when (i) Authorizing Resolutions with respect to such Guarantees have been adopted, (ii) the terms of such Guarantees and for their issuance have been established in conformity with such Authorizing Resolutions, (iii) such Guarantees and the related securities have been issued and sold as contemplated by the Registration Statement, the applicable Prospectus and the applicable supplement to such Prospectus and (iv) the Corporation has received the consideration provided for in the applicable supplement to the Prospectus and any applicable definitive purchase, underwriting or similar agreement, such Guarantees will constitute the valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their terms.

12. Previously-Issued Securities. With respect to (i) any Debt Securities or any other debt securities of the Corporation or its predecessor companies issued under indentures other than the Indentures, any Depositary Shares, any Purchase Contracts, any Junior Subordinated Notes and any Guarantees, in each case issued prior to the date hereof by the Corporation or its predecessor companies and currently outstanding and registered under the Registration Statement, were validly authorized and issued by the Corporation, or assumed by the Corporation by operation of law or otherwise, as the case may be, and are binding obligations of the Corporation, enforceable against the Corporation in accordance with their terms, and (ii) any shares of Preferred Stock previously issued prior to the date hereof by the Corporation and currently outstanding and registered under the Registration Statement were validly authorized and legally issued by the Corporation and are fully paid and non-assessable.

Matters Excluded from Our Opinions

We express no opinion with respect to the enforceability of any agreement of the Corporation as may be included in the terms of the Preferred Stock, the Debt Securities, the Junior Subordinated Notes, the Purchase Contracts, the Units, the Warrants, the Depositary Shares or in any Subject Document: (a) relating to indemnification, contribution or exculpation from costs, expenses or other liabilities that is contrary to public policy or applicable law; (b) to submit to the jurisdiction of any specific federal or state court (other than the enforceability in a court of the State of New York of any such agreement to submit to the jurisdiction of a court of the State of New York); (c) to waive any objection to the laying of the venue or to waive the defense of *forum non conveniens* in any action or proceeding referred to therein; (d) to waive trial by jury (other than the enforceability in a court of the State of New York or in a federal court sitting in the State of New York and applying New York law to any such waiver); (e) to effect service of process in any particular manner or to establish evidentiary standards; (f) regarding the choice of governing law (other than the enforceability in a court of the State of

New York or in a federal court sitting in the State of New York and applying New York law to any such agreement that the laws of the State of New York shall govern); (g) providing for the severability of provisions therein; (h) providing for arbitration; or (i) to the effect that rights or remedies are not exclusive, that every right or remedy is cumulative and may be exercised in addition to any other right or remedy, that the election of some particular remedy does not preclude recourse to one or more others or that failure to exercise or delay in exercising rights or remedies will not operate as a waiver of any such right or remedy.

Qualifications and Limitations Applicable to Our Opinions

The opinions set forth above are subject to the following qualifications and limitations:

- (a) Applicable Law. Our opinions are limited to the Applicable Law, and we do not express any opinion concerning any other law.
- (b) Bankruptcy. Our opinions are subject to the effect of any applicable bankruptcy, insolvency (including, without limitation, laws relating to preferences, fraudulent transfers and equitable subordination), reorganization, moratorium and other similar laws affecting creditors' rights generally.
- (c) Equitable Principles. Our opinions are subject to the effect of general principles of equity (regardless of whether considered in a proceeding in equity or at law), including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing.
- (d) Bank Regulatory Powers. Our opinions are subject to 12 U.S.C. §1818(b)(6)(D) (or any successor statute) and any similar bank regulatory powers now or hereinafter in effect.
- (e) Choice of New York Law and Forum. To the extent that any opinion relates to the enforceability of the choice of New York law or any choice of New York forum provisions of any Subject Document, our opinion is rendered in reliance upon N.Y. Gen. Oblig. Law §§ 5-1401 and 5-1402 (McKinney 2011) and N.Y. CPLR 327(b) (McKinney 2011) and is subject to the qualification that such enforceability may be limited by principles of public policy, comity and constitutionality. We express no opinion as to whether a United States federal court would have subject-matter or personal jurisdiction over a controversy arising under the Subject Documents.
- (f) Currency Conversion. We advise you that a judgment for money relating to any obligation under a Security or a Subject Document denominated in a currency other than United States dollars ordinarily would be rendered or enforced only in United States dollars by a court of the State of New York or a United States court sitting in the State of New York and applying New York law. The method used to determine the rate of conversion of a foreign currency into United States dollars will depend on various factors. We express no opinion as to whether a

court would award a judgment in a currency other than U.S. dollars or the particular date or rate of exchange that would be used by such court in the entry of a judgment.

Miscellaneous

The foregoing opinions are being furnished only for the purpose referred to in the first paragraph of this opinion letter. We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement on or about the date hereof, to the incorporation by reference of this opinion of counsel into the Registration Statement and to the reference to our firm in each of the Prospectuses under the caption "Legal Matters." In addition, if a supplement to the applicable Prospectus relating to the offer and sale of any particular Medium-Term Note or Medium-Term Notes is prepared and filed by the Corporation with the SEC on a future date, and the supplement contains a reference to us and our opinion substantially in the form set forth below, this consent shall apply to such reference to us and our opinion in substantially such form:

"In the opinion of McGuireWoods LLP, as counsel to the Corporation, [when the notes offered hereby have been completed and executed by the Corporation, and authenticated by the trustee] [when the trustee has made an appropriate entry on Schedule 1 to the Master Registered Global Senior Note, dated March 30, 2012 (the "Master Note") identifying the notes offered hereby as supplemental obligations thereunder in accordance with the instructions of the Corporation] and the notes have been delivered against payment therefore as contemplated in this pricing supplement and the related prospectus, all in accordance with the provisions of the indenture governing the notes, such notes will be legal, valid and binding obligations of the Corporation, subject to applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or other similar laws affecting the rights of creditors now or hereafter in effect, and to equitable principles that may limit the right to specific enforcement of remedies, and further subject to 12 U.S.C. §1818(b)(6)(D) (or any successor statute) and any bank regulatory powers now or hereafter in effect and to the application of principles of public policy. This opinion is given as of the date hereof and is limited to the Federal laws of the United States, the laws of the State of New York and the Delaware General Corporation Law (including the statutory provisions, all applicable provisions of the Delaware Constitution and reported judicial decisions interpreting the foregoing). In addition, this opinion is subject to [the assumption that the trustee's certificate of authentication of the Master Note has been manually signed by one of the trustee's authorized officers and to] customary assumptions about the trustee's authorization, execution and delivery of the indenture governing the notes, the validity, binding nature and enforceability of the indenture governing the notes with respect to the trustee, the legal capacity of natural persons, the genuineness of signatures, the authenticity of all documents submitted to McGuireWoods LLP as originals, the conformity to original

documents of all documents submitted to McGuireWoods LLP as photocopies thereof, the authenticity of the originals of such copies and certain factual matters, all as stated in the letter of McGuireWoods LLP dated March 30, 2012, which has been filed as an exhibit to the Corporation's Registration Statement relating to the notes filed with the Securities and Exchange Commission filed on March 30, 2012. [This opinion is also subject to the limitations, as stated in such letter, of the enforcement of Medium-Term Notes denominated or payable in a currency other than U.S. dollars.]"

In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act or the rules and regulations of the SEC promulgated thereunder.

Very truly yours,

/s/ McGuireWoods LLP

March 30, 2012

The Trusts Listed On Schedule I
Attached Hereto
c/o Bank of America Corporation
Bank of America Corporate Center
Charlotte, North Carolina 28255

Re: The Trusts Listed On Schedule I Attached Hereto

Ladies and Gentlemen:

We have acted as special Delaware counsel for the Trusts listed on Schedule I attached hereto, each a Delaware statutory trust (collectively referred to as the "Trusts" and sometimes hereinafter individually referred to as a "Trust"), in connection with the matters set forth herein. At your request, this opinion is being furnished to you.

We have examined and relied upon such records, documents, certificates and other instruments as in our judgment are necessary or appropriate to enable us to render the opinions expressed below, including the following documents:

- (a) The Certificate of Trust of each Trust listed on Exhibit A attached hereto as filed with the Secretary of State of the State of Delaware (the "Secretary of State") (collectively referred to as the "Certificates of Trust" and sometimes hereinafter individually referred to as the "Certificate of Trust");
- (b) The Declaration of Trust of each Trust listed on Exhibit B attached hereto (collectively referred to as the "Initial Declarations of Trust" and sometimes hereinafter individually referred to as the "Initial Declaration of Trust");
- (c) The Amended and Restated Declaration of Trust of each Trust listed on Exhibit C attached hereto (collectively referred to as the "Declarations of Trust" and sometimes hereinafter individually referred to as the "Declaration of Trust") (including all attachments and exhibits thereto);

- (d) The Registration Statement (the "Registration Statement") on Form S-3, including a prospectus (the "Prospectus") of Bank of America Corporation, a Delaware corporation (the "Company") and the Trusts with respect to, among other things, the capital securities of the Trusts representing preferred beneficial interests in the assets of the Trusts (each, a "Capital Security" and collectively, the "Capital Securities"), to be filed by the Company and the Trusts with the Securities and Exchange Commission on or about March 30, 2012;
- (e) A form of Amended and Restated Declaration of Trust for each of BAC Capital Trust XVI, BAC Capital Trust XVII, BAC Capital Trust XVIII, BAC Capital Trust XIX and BAC Capital Trust XX, to be entered into between the Company, the trustees of the applicable Trust named therein, and the holders, from time to time, of the undivided beneficial interests in the assets of such Trust (the "Form of Declaration of Trust"), filed as an exhibit to the Registration Statement (including all attachments and exhibits thereto); and
- (f) A Certificate of Good Standing for each of the Trusts, dated March 30, 2012, obtained from the Secretary of State.

Initially capitalized terms used herein and not otherwise defined are used as defined in the Declarations of Trust.

As to various questions of fact material to our opinion, we have relied upon the representations made in the foregoing documents. With respect to all documents examined by us, we have assumed (i) the authenticity of all documents submitted to us as authentic originals, (ii) the conformity with the originals of all documents submitted to us as copies or forms, and (iii) the genuineness of all signatures.

For purposes of this opinion, we have assumed (i) that the Declaration of Trust and the Certificate of Trust of each Trust (other than BAC Capital Trust XVI, BAC Capital Trust XVII, BAC Capital Trust XVIII, BAC Capital Trust XIX and BAC Capital Trust XX) is in full force and effect and has not been amended except as set forth on Exhibit C attached hereto, (ii) except to the extent provided in paragraph 1 below, the due organization or due formation, as the case may be, and valid existence in good standing of each party to the documents examined by us under the laws of the jurisdiction governing its organization or formation, (iii) the legal capacity of natural persons who are parties to the documents examined by us, (iv) that each of the parties to the documents examined by us has the power and authority to execute and deliver, and to perform its obligations under, such documents, (v) the due authorization, execution and delivery by all parties thereto of all documents examined by us, (vi) the receipt by each Person to whom a Capital Security has been or will be issued by the Trusts (collectively, the "Capital Security Holders") of a Capital Security Certificate for such Capital Security and the payment for

such Capital Security, in accordance with the applicable Declaration of Trust or Form of Declaration of Trust, (vii) that the Capital Securities have been or will be authenticated, issued and sold to the Capital Security Holders in accordance with the applicable Declaration of Trust or Form of Declaration of Trust, (viii) the Initial Declaration of Trust and the Certificate of Trust of each of BAC Capital Trust XVI, BAC Capital Trust XVII, BAC Capital Trust XVIII, BAC Capital Trust XIX and BAC Capital Trust XX is in full force and effect and has not been amended, (ix) with respect to each of BAC Capital Trust XVI, BAC Capital Trust XVII, BAC Capital Trust XVIII, BAC Capital Trust XIX and BAC Capital Trust XX, when its respective Capital Securities are issued, the Form of Declaration of Trust will be in full force and effect and (x) that any amendment or restatement of any document reviewed by us has been accomplished in accordance with, and was permitted by, the relevant provisions of said document prior to its amendment or restatement from time to time. We have not participated in the preparation of the Registration Statement (except for providing this opinion) or the Prospectus and assume no responsibility for their contents, other than this opinion.

This opinion is limited to the law of the State of Delaware, including the applicable provisions of the Delaware Constitution and the reported judicial decisions interpreting such laws (excluding the securities laws of the State of Delaware), and we have not considered and express no opinion on the laws of any other jurisdiction, including federal laws and rules and regulations relating thereto. Our opinions are rendered only with respect to Delaware laws and rules, regulations and orders thereunder which are currently in effect.

Based upon the foregoing, and upon our examination of such questions of law and statutes of the State of Delaware as we have considered necessary or appropriate, and subject to the assumptions, qualifications, limitations and exceptions set forth herein, we are of the opinion that:

1. Each of the Trusts has been duly formed and is validly existing in good standing as a statutory trust under the Statutory Trust Act.
2. The Capital Securities of each Trust represent or, in the case of BAC Capital Trust XVI, BAC Capital Trust XVII, BAC Capital Trust XVIII, BAC Capital Trust XIX and BAC Capital Trust XX, will represent valid and, subject to the qualifications set forth in paragraph 3 below, legally issued, fully paid and nonassessable undivided preferred beneficial interests in the assets of the applicable Trust.
3. The Capital Security Holders, as beneficial owners of the applicable Trust, are entitled to the same limitation of personal liability extended to stockholders of private corporations for profit organized under the General Corporation Law of the State of Delaware. We note that the Capital Security Holders may be obligated to make payments as set forth in the applicable Declaration of Trust.

We consent to the filing of this opinion with the Securities and Exchange Commission as an exhibit to the Registration Statement. We hereby consent to the use of our name under the heading "Legal Matters" in the Prospectus. In giving the foregoing consents, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission thereunder.

Very truly yours,

/s/ RICHARDS, LAYTON & FINGER, P.A.

Schedule I

BAC Capital Trust I

BAC Capital Trust II

BAC Capital Trust III

BAC Capital Trust IV

BAC Capital Trust V

BAC Capital Trust VI

BAC Capital Trust VII

BAC Capital Trust VIII

BAC Capital Trust X

BAC Capital Trust XI

BAC Capital Trust XII

BAC Capital Trust XIII

BAC Capital Trust XIV

BAC Capital Trust XV

BAC Capital Trust XVI

BAC Capital Trust XVII

BAC Capital Trust XVIII

BAC Capital Trust XIX

BAC Capital Trust XX

NB Capital Trust II

NB Capital Trust III

NB Capital Trust IV

Exhibit A

The Certificate of Trust of BAC Capital Trust I, as filed with the Secretary of State on September 27, 2001;
The Certificate of Trust of BAC Capital Trust II, as filed with the Secretary of State on September 27, 2001;
The Certificate of Trust of BAC Capital Trust III, as filed with the Secretary of State on September 27, 2001;
The Certificate of Trust of BAC Capital Trust IV, as filed with the Secretary of State on September 27, 2001;
The Certificate of Trust of BAC Capital Trust V, as filed with the Secretary of State on March 14, 2003;
The Certificate of Trust of BAC Capital Trust VI, as filed with the Secretary of State on March 14, 2003;
The Certificate of Trust of BAC Capital Trust VII, as filed with the Secretary of State on March 14, 2003;
The Certificate of Trust of BAC Capital Trust VIII, as filed with the Secretary of State on March 30, 2005;
The Certificate of Trust of BAC Capital Trust X, as filed with the Secretary of State on March 30, 2005;
The Certificate of Trust of BAC Capital Trust XI, as filed with the Secretary of State on March 30, 2005;
The Certificate of Trust of BAC Capital Trust XII, as filed with the Secretary of State on March 30, 2005;
The Certificate of Trust of BAC Capital Trust XIII, as filed with the Secretary of State on May 3, 2006;
The Certificate of Trust of BAC Capital Trust XIV, as filed with the Secretary of State on May 3, 2006;
The Certificate of Trust of BAC Capital Trust XV, as filed with the Secretary of State on May 3, 2006;
The Certificate of Trust of BAC Capital Trust XVI, as filed with the Secretary of State on May 3, 2006;
The Certificate of Trust of BAC Capital Trust XVII, as filed with the Secretary of State on May 3, 2006;
The Certificate of Trust of BAC Capital XVIII, as filed with the Secretary of State on May 3, 2006;

The Certificate of Trust of BAC Capital Trust XIX, as filed with the Secretary of State on May 3, 2006;

The Certificate of Trust of BAC Capital Trust XX, as filed with the Secretary of State on May 3, 2006;

The Certificate of Trust of NB Capital Trust II, as filed with the Secretary of State on November 1, 1996;

The Certificate of Trust of NB Capital Trust III, as filed with the Secretary of State on November 1, 1996; and

The Certificate of Trust of NB Capital Trust IV, as filed with the Secretary of State on December 13, 1996.

Exhibit B

The Declaration of Trust of BAC Capital Trust I, dated as of September 26, 2001, among the Company and the trustees of BAC Capital Trust I named therein;

The Declaration of Trust of BAC Capital Trust II, dated as of September 26, 2001, among the Company and the trustees of BAC Capital Trust II named therein;

The Declaration of Trust of BAC Capital Trust III, dated as of September 26, 2001, among the Company and the trustees of BAC Capital Trust III named therein;

The Declaration of Trust of BAC Capital Trust IV, dated as of September 26, 2001, among the Company and the trustees of BAC Capital Trust IV named therein;

The Declaration of Trust of BAC Capital Trust V, dated as of March 14, 2003, among the Company and the trustees of BAC Capital Trust V named therein;

The Declaration of Trust of BAC Capital Trust VI, dated as of March 14, 2003, among the Company and the trustees of BAC Capital Trust VI named therein;

The Declaration of Trust of BAC Capital Trust VII, dated as of March 14, 2003, among the Company and the trustees of BAC Capital Trust VII named therein;

The Declaration of Trust of BAC Capital Trust VIII, dated as of March 30, 2005, among the Company and the trustees of BAC Capital Trust VIII named therein;

The Declaration of Trust of BAC Capital Trust X, dated as of March 30, 2005, among the Company and the trustees of BAC Capital Trust X named therein;

The Declaration of Trust of BAC Capital Trust XI, dated as of March 30, 2005, among the Company and the trustees of BAC Capital Trust XI named therein;

The Declaration of Trust of BAC Capital Trust XII, dated as of March 30, 2005, among the Company and the trustees of BAC Capital Trust XII named therein;

The Declaration of Trust of BAC Capital Trust XIII, dated as of May 3, 2006, among the Company and the trustees of BAC Capital Trust XIII named therein;

The Declaration of Trust of BAC Capital Trust XIV, dated as of May 3, 2006, among the Company and the trustees of BAC Capital Trust XIV named therein;

The Declaration of Trust of BAC Capital Trust XV, dated as of May 3, 2006, among the Company and the trustees of BAC Capital Trust XV named therein;

The Declaration of Trust of BAC Capital Trust XVI, dated as of May 3, 2006, among the Company and the trustees of BAC Capital Trust XVI named therein;

The Declaration of Trust of BAC Capital Trust XVII, dated as of May 3, 2006, among the Company and the trustees of BAC Capital Trust XVII named therein;

The Declaration of Trust of BAC Capital Trust XVIII, dated as of May 3, 2006, among the Company and the trustees of BAC Capital Trust XVIII named therein;

The Declaration of Trust of BAC Capital Trust XIX, dated as of May 3, 2006, among the Company and the trustees of BAC Capital Trust XIX named therein;

The Declaration of Trust of BAC Capital Trust XX, dated as of May 3, 2006, among the Company and the trustees of BAC Capital Trust XX named therein;

The Declaration of Trust of NB Capital Trust II, dated as of October 29, 1996, among the Company, as successor to NationsBank Corporation, and the trustees of NB Capital Trust II named therein;

The Declaration of Trust of NB Capital Trust III, dated as of October 29, 1996, among the Company, as successor to NationsBank Corporation, and the trustees of NB Capital Trust III named therein; and

The Declaration of Trust of NB Capital Trust IV, dated as of December 12, 1996, among the Company, as successor to NationsBank Corporation, and the trustees of NB Capital Trust IV named therein.

Exhibit C

The Amended and Restated Declaration of Trust of BAC Capital Trust I, dated as of December 6, 2001, among the Company, the trustees of the Trust named therein, and the holders, from time to time, of the undivided beneficial interests in the assets of such Trust, as amended by Amendment No. 1 dated as of November 7, 2011 and Amendment No. 2 dated as of November 10, 2011;

The Amended and Restated Declaration of Trust of BAC Capital Trust II, dated as of January 24, 2002, among the Company, the trustees of the Trust named therein, and the holders, from time to time, of the undivided beneficial interests in the assets of such Trust, as amended by Amendment No. 1 dated as of November 7, 2011 and Amendment No. 2 dated as of November 10, 2011;

The Amended and Restated Declaration of Trust of BAC Capital Trust III, dated as of August 2, 2002, among the Company, the trustees of the Trust named therein, and the holders, from time to time, of the undivided beneficial interests in the assets of such Trust, as amended by Amendment No. 1 dated as of November 7, 2011 and Amendment No. 2 dated as of November 10, 2011;

The Amended and Restated Declaration of Trust of BAC Capital Trust IV, dated as of April 23, 2003, among the Company, the trustees of the Trust named therein, and the holders, from time to time, of the undivided beneficial interests in the assets of such Trust, as amended by Amendment No. 1 dated as of November 7, 2011 and Amendment No. 2 dated as of November 10, 2011;

The Amended and Restated Declaration of Trust of BAC Capital Trust V, dated as of October 21, 2004, among the Company, the trustees of the Trust named therein, and the holders, from time to time, of the undivided beneficial interests in the assets of such Trust, as amended by Amendment No. 1 dated as of November 7, 2011 and Amendment No. 2 dated as of November 10, 2011;

The Amended and Restated Declaration of Trust of BAC Capital Trust VI, dated as of February 24, 2005, among the Company, the trustees of the Trust named therein, and the holders, from time to time, of the undivided beneficial interests in the assets of such Trust, as amended by Amendment No. 1 dated as of November 7, 2011 and Amendment No. 2 dated as of November 10, 2011;

The Amended and Restated Declaration of Trust of BAC Capital Trust VII, dated as of August 4, 2005, among the Company, the trustees of the Trust named therein, and the holders, from time to time, of the undivided beneficial interests in the assets of such Trust, as amended by Amendment No. 1 dated as of November 7, 2011 and Amendment No. 2 dated as of November 10, 2011;

The Amended and Restated Declaration of Trust of BAC Capital Trust VIII, dated as of August 17, 2005, among the Company, the trustees of the Trust named therein, and the holders, from time to time, of the undivided beneficial interests in the assets of such Trust, as amended by Amendment No. 1 dated as of November 7, 2011 and Amendment No. 2 dated as of November 10, 2011;

The Amended and Restated Declaration of Trust of BAC Capital Trust X, dated as of March 21, 2006, among the Company, the trustees of the Trust named therein, and the holders, from time to time, of the undivided beneficial interests in the assets of such Trust, as amended by Amendment No. 1 dated as of November 7, 2011 and Amendment No. 2 dated as of November 10, 2011;

The Amended and Restated Declaration of Trust of BAC Capital Trust XI, dated as of May 15, 2006, among the Company, the trustees of the Trust named therein, and the holders, from time to time, of the undivided beneficial interests in the assets of such Trust, as amended by Amendment No. 1 dated as of November 7, 2011 and Amendment No. 2 dated as of November 10, 2011;

The Amended and Restated Declaration of Trust of BAC Capital Trust XII, dated as of July 26, 2006, among the Company, the trustees of the Trust named therein, and the holders, from time to time, of the undivided beneficial interests in the assets of such Trust, as amended by Amendment No. 1 dated as of November 7, 2011 and Amendment No. 2 dated as of November 10, 2011;

The Amended and Restated Declaration of Trust of BAC Capital Trust XIII, dated as of February 16, 2007, among the Company, the trustees of the Trust named therein, and the holders, from time to time, of the undivided beneficial interests in the assets of such Trust, as amended by Amendment No. 1 dated as of December 8, 2011 and Amendment No. 2 dated as of January 12, 2012;

The Amended and Restated Declaration of Trust of BAC Capital Trust XIV, dated as of February 16, 2007, among the Company, the trustees of the Trust named therein, and the holders, from time to time, of the undivided beneficial interests in the assets of such Trust, as amended by Amendment No. 1 dated as of December 8, 2011 and Amendment No. 2 dated as of January 12, 2012;

The Amended and Restated Declaration of Trust of BAC Capital Trust XV, dated as of May 23, 2007, among the Company, the trustees of the Trust named therein, and the holders, from time to time, of the undivided beneficial interests in the assets of such Trust, as amended by Amendment No. 1 dated as of November 7, 2011 and Amendment No. 2 dated as of November 10, 2011;

The Amended and Restated Declaration of Trust of NB Capital Trust II, dated as of December 10, 1996, among the Company, as successor to NationsBank Corporation, the trustees of the Trust named therein, and the holders, from time to time, of the undivided beneficial interests in the assets of such Trust, as amended by Amendment No. 1 dated as of November 7, 2011 and Amendment No. 2 dated as of November 10, 2011;

The Amended and Restated Declaration of Trust of NB Capital Trust III, dated as of January 22, 1997, among the Company, as successor to NationsBank Corporation, the trustees of the Trust named therein, and the holders, from time to time, of the undivided beneficial interests in the assets of such Trust, as amended by Amendment No. 1 dated as of November 7, 2011 and Amendment No. 2 dated as of November 10, 2011; and

The Amended and Restated Declaration of Trust of NB Capital Trust IV, dated as of April 15, 1997, among the Company, as successor to NationsBank Corporation, the trustees of the Trust named therein, and the holders, from time to time, of the undivided beneficial interests in the assets of such Trust, as amended by Amendment No. 1 dated as of November 7, 2011 and Amendment No. 2 dated as of November 10, 2011.

[LETTERHEAD OF MORRISON & FOERSTER LLP]

March 30, 2012

Bank of America Corporation
BAC Capital Trust I
BAC Capital Trust II
BAC Capital Trust III
BAC Capital Trust IV
BAC Capital Trust V
BAC Capital Trust VI
BAC Capital Trust VII
BAC Capital Trust VIII
BAC Capital Trust X
BAC Capital Trust XI
BAC Capital Trust XII
BAC Capital Trust XIII
BAC Capital Trust XIV
BAC Capital Trust XV
BAC Capital Trust XVI
BAC Capital Trust XVII
BAC Capital Trust XVIII
BAC Capital Trust XIX
BAC Capital Trust XX
NB Capital Trust II
NB Capital Trust III
NB Capital Trust IV
Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina 28255

Ladies and Gentlemen:

We have acted as tax counsel to each of Bank of America Corporation (the "Corporation"), a Delaware corporation, and BAC Capital Trust I, BAC Capital Trust II, BAC Capital Trust III, BAC Capital Trust IV, BAC Capital Trust V, BAC Capital Trust VI, BAC Capital Trust VII, BAC Capital Trust VIII, BAC Capital Trust X, BAC Capital Trust XI, BAC Capital Trust XII, BAC Capital Trust XIII, BAC Capital Trust XIV, BAC Capital Trust XV, BAC Capital Trust XVI, BAC Capital Trust XVII, BAC Capital Trust XVIII, BAC Capital

Trust XIX, BAC Capital Trust XX, NB Capital Trust II, NB Capital Trust III, and NB Capital Trust IV (each a "Trust" and collectively the "Trusts"), in connection with the filing of a shelf registration statement on Form S-3 by the Corporation and the Trusts (the "Registration Statement"). The Registration Statement registers an unspecified aggregate amount of securities which may be issued by the Corporation and any of the Trusts.

We hereby confirm that, although the respective discussions set forth under the heading "U.S. Federal Income Tax Considerations" in the prospectuses filed with the Registration Statement do not purport to discuss all possible United States federal income tax consequences of the purchase, ownership and disposition of the securities described in each such prospectus, in our opinion, each such discussion constitutes, in all material respects, a fair and accurate summary of the United States federal income tax consequences of the purchase, ownership and disposition of such securities, based upon current law. It is possible that contrary positions may be taken by the Internal Revenue Service and that a court may agree with such contrary positions.

We hereby consent to the use of our name under the headings "U.S. Federal Income Tax Considerations" and "Legal Matters" in the prospectuses filed as of the date hereof. We further consent to your filing a copy of this opinion as Exhibit 8.1 to the Registration Statement. In giving such permission, we do not admit hereby that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission thereunder. This opinion is expressed as of the date hereof and applies only to the disclosure under the heading "U.S. Federal Income Tax Considerations" set forth in the prospectuses filed as of the date hereof. We disclaim any undertaking to advise you of any subsequent changes of the facts stated or assumed herein or any subsequent changes in applicable law.

Very truly yours,

/s/ MORRISON & FOERSTER LLP

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-3 of our report dated February 23, 2012 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in Bank of America Corporation's Annual Report on Form 10-K for the year ended December 31, 2011. We also consent to the references to us under the headings "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP

Charlotte, NC
March 30, 2012

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each of Bank of America Corporation (the "Corporation") and the undersigned Officers and Directors of the Corporation whose signatures appear below hereby makes, constitutes and appoints Edward P. O'Keefe, Lauren Mogensen, Craig T. Beazer and Teresa M. Brenner, and each of them acting individually, its, his and/or her true and lawful attorneys, with power to act without any other and with full power of substitution, to execute, deliver and file in its, his and/or her name and on its, his and/or her behalf, and in each of the undersigned Officer's and Director's capacity or capacities as shown below: (a) an automatic shelf Registration Statement on Form S-3 (or other appropriate form) with respect to the registration under the Securities Act of 1933, as amended (the "Securities Act"), of an indeterminate amount of (i) the Corporation's unsecured senior and subordinated debt securities, warrants, purchase contracts, preferred stock, depository shares representing fractional interests in shares of preferred stock, common stock, and units which are comprised of two or more securities, in any combination, (ii) trust securities of each of BAC Capital Trusts I, II, III, IV, V, VI, VII, VIII, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX and XX and NB Capital Trusts II, III and IV and any other additional capital trusts added from time to time (the "Trust Securities"), (iii) the Corporation's junior subordinated debt securities, (iv) the Corporation's guarantees of the Trust Securities, and (v) other securities of the Corporation approved by the Board of Directors or a committee duly authorized by the Board of Directors (the securities referenced in (i), (ii), (iii), (iv) and (v) above are referred to collectively as the "Securities"), which Securities may be offered separately or together in separate series and in amounts, at prices, and on terms to be determined at the time of sale, all as authorized by the Board of Directors, or may be reoffered or resold in market-making transactions by affiliates of the Corporation, and all documents in support thereof or supplemental thereto and any and all amendments, including any and all post-effective amendments, to the foregoing (collectively, the "Registration Statement"); and (b) all other registration statements, petitions, applications, consents to service of process or other instruments, any and all documents in support thereof or supplemental thereto, and any and all amendments or supplements to the foregoing, as may be necessary or advisable to qualify or register the Securities covered by the Registration Statement under any and all securities laws, regulations and requirements as may be applicable; and each of the Corporation and the Officers and Directors hereby grants to each of the attorneys full power and authority to do and perform each and every act and thing whatsoever as each of such attorneys may deem necessary or advisable to carry out fully the intent of this power of attorney to the same extent and with the same effect as the Corporation might or could do, and as each of the Officers and Directors might or could do personally in his or her capacity or capacities as aforesaid, and each of the Corporation and the Officers and Directors hereby ratifies and confirms all acts and things which the attorneys or attorney might do or cause to be done by virtue of this power of attorney and its, his, or her signature as the same may be signed by the attorneys or attorney, or any of them, to any or all of the following (and any and all amendments and supplements to any or all thereof): such Registration Statement under the Securities Act and all such registration statements, petitions, applications, consents to service of process, and other instruments, and any and all documents in support thereof or supplemental thereto, under such securities laws, regulations and requirements as may be applicable.

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RESOLUTIONS
OF
THE BOARD OF DIRECTORS OF
BANK OF AMERICA CORPORATION

March 22, 2012

Authorization and Registration of Securities
in Connection with the Capital Funding Program

RESOLVED FURTHER, that Edward P. O'Keefe, Lauren Mogensen, Craig T. Beazer and Teresa M. Brenner, each with full power of substitution, hereby are appointed attorneys-in-fact for, and each of them with full power to act without the other hereby is authorized and empowered to sign the Registration Statement and any amendment or amendments (including any post-effective amendments) thereto on behalf of and as attorneys for, the Corporation and any of the principal executive officer, the principal financial officer, the principal accounting officer, and any other officer or director of the Corporation;

CERTIFICATE OF SECRETARY

I, Allison Gilliam, Assistant Secretary of Bank of America Corporation, a corporation duly organized and existing under the laws of the State of Delaware (the "Corporation"), do hereby certify that the foregoing is a true and correct copy of the resolutions duly adopted by the Board of Directors of the Corporation at a meeting of the Board of Directors held on March 22, 2012, at which meeting a quorum was present and acting throughout, and that said resolutions are in full force and effect and have not been amended or rescinded as of the date hereof.

IN WITNESS WHEREOF, I have hereupon set my hand and affixed the seal of the Corporation as of this 26th day of March, 2012.

/s/ ALLISON L. GILLIAM
Assistant Secretary

(CORPORATE SEAL)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
(Exact name of trustee as specified in its charter)

(Jurisdiction of incorporation
if not a U.S. national bank)

95-3571558
(I.R.S. employer
identification no.)

400 South Hope Street
Suite 400
Los Angeles, California
(Address of principal executive offices)

90071
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

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

28255
(Zip code)

Senior Debt Securities
(Title of the indenture securities)

1. General information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Comptroller of the Currency United States Department of the Treasury	Washington, DC 20219
Federal Reserve Bank	San Francisco, CA 94105
Federal Deposit Insurance Corporation	Washington, DC 20429

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the articles of association of The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. (Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121948 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152875).
2. A copy of certificate of authority of the trustee to commence business. (Exhibit 2 to Form T-1 filed with Registration Statement No. 333-121948).
3. A copy of the authorization of the trustee to exercise corporate trust powers (Exhibit 3 to Form T-1 filed with Registration Statement No. 333-152875).

-
4. A copy of the existing by-laws of the trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-162713).
 6. The consent of the trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152875).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Jacksonville, and State of Florida, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.



By: _____

Name: Craig A. Kaye
Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
of 700 South Flower Street, Suite 200, Los Angeles, CA 90017

At the close of business December 31, 2011, published in accordance with Federal regulatory authority instructions.

	Dollar Amounts in Thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	648
Interest-bearing balances	396
Securities:	
Held-to-maturity securities	0
Available-for-sale securities	808,707
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold	95,500
Securities purchased under agreements to resell	0
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	0
LESS: Allowance for loan and lease losses	0
Loans and leases, net of unearned income and allowance	0
Trading assets	0
Premises and fixed assets (including capitalized leases)	7,620
Other real estate owned	0
Investments in unconsolidated subsidiaries and associated companies	1
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	856,313
Other intangible assets	187,688
Other assets	175,314
Total assets	<u>\$ 2,132,187</u>

LIABILITIES

Deposits:	
In domestic offices	506
Noninterest-bearing	506
Interest-bearing	0
Not applicable	
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased	0
Securities sold under agreements to repurchase	0
Trading liabilities	0
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	268,691
Not applicable	
Not applicable	
Subordinated notes and debentures	0
Other liabilities	228,471
Total liabilities	497,668
Not applicable	

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,000
Surplus (exclude all surplus related to preferred stock)	1,121,520
Not available	
Retained earnings	506,347
Accumulated other comprehensive income	5,652
Other equity capital components	0
Not available	
Total bank equity capital	1,634,519
Noncontrolling (minority) interests in consolidated subsidiaries	0
Total equity capital	<u>1,634,519</u>
Total liabilities and equity capital	<u><u>2,132,187</u></u>

I, Karen Bayz, CFO and Managing Director of the above-named bank do hereby declare that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true to the best of my knowledge and belief.

Karen Bayz) CFO and Managing Director

We, the undersigned directors (trustees), attest to the correctness of the Report of Condition (including the supporting schedules) for this report date and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Timothy Vara, President)
Frank P. Sulzberger, MD)
William D. Lindelof, MD) Directors (Trustees)

=====
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2) []

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

(Exact name of trustee as specified in its charter)

(Jurisdiction of incorporation
if not a U.S. national bank)

95-3571558
(I.R.S. employer
identification no.)

400 South Hope Street
Suite 400
Los Angeles, California
(Address of principal executive offices)

90071
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

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

28255
(Zip code)

Subordinated Debt Securities
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Comptroller of the Currency United States Department of the Treasury	Washington, DC 20219
Federal Reserve Bank	San Francisco, CA 94105
Federal Deposit Insurance Corporation	Washington, DC 20429

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the articles of association of The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. (Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121948 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152875).
2. A copy of certificate of authority of the trustee to commence business. (Exhibit 2 to Form T-1 filed with Registration Statement No. 333-121948).
3. A copy of the authorization of the trustee to exercise corporate trust powers (Exhibit 3 to Form T-1 filed with Registration Statement No. 333-152875).

-
4. A copy of the existing by-laws of the trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-162713).
 6. The consent of the trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152875).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Jacksonville, and State of Florida, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.



By: _____
Name: Craig A. Kaye
Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
of 700 South Flower Street, Suite 200, Los Angeles, CA 90017

At the close of business December 31, 2011, published in accordance with Federal regulatory authority instructions.

	Dollar Amounts in Thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	648
Interest-bearing balances	396
Securities:	
Held-to-maturity securities	0
Available-for-sale securities	808,707
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold	95,500
Securities purchased under agreements to resell	0
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	0
LESS: Allowance for loan and lease losses	0
Loans and leases, net of unearned income and allowance	0
Trading assets	0
Premises and fixed assets (including capitalized leases)	7,620
Other real estate owned	0
Investments in unconsolidated subsidiaries and associated companies	1
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	856,313
Other intangible assets	187,688
Other assets	175,314
Total assets	<u>\$ 2,132,187</u>

=====
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2) []

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

(Exact name of trustee as specified in its charter)

(Jurisdiction of incorporation
if not a U.S. national bank)

95-3571558
(I.R.S. employer
identification no.)

400 South Hope Street
Suite 400
Los Angeles, California
(Address of principal executive offices)

90071
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

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

28255
(Zip code)

Subordinated Debt Securities
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Comptroller of the Currency United States Department of the Treasury	Washington, DC 20219
Federal Reserve Bank	San Francisco, CA 94105
Federal Deposit Insurance Corporation	Washington, DC 20429

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

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 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Jacksonville, and State of Florida, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.



By: _____

Name: Craig A. Kaye
Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
of 700 South Flower Street, Suite 200, Los Angeles, CA 90017

At the close of business December 31, 2011, published in accordance with Federal regulatory authority instructions.

	Dollar Amounts in Thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	648
Interest-bearing balances	396
Securities:	
Held-to-maturity securities	0
Available-for-sale securities	808,707
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold	95,500
Securities purchased under agreements to resell	0
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	0
LESS: Allowance for loan and lease losses	0
Loans and leases, net of unearned income and allowance	0
Trading assets	0
Premises and fixed assets (including capitalized leases)	7,620
Other real estate owned	0
Investments in unconsolidated subsidiaries and associated companies	1
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	856,313
Other intangible assets	187,688
Other assets	175,314
Total assets	<u>\$ 2,132,187</u>

=====
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2) []

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

(Exact name of trustee as specified in its charter)

95-3571558
(I.R.S. employer
identification no.)

(Jurisdiction of incorporation
if not a U.S. national bank)

400 South Hope Street
Suite 400
Los Angeles, California
(Address of principal executive offices)

90071
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

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

28255
(Zip code)

Subordinated Debt Securities
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Comptroller of the Currency United States Department of the Treasury	Washington, DC 20219
Federal Reserve Bank	San Francisco, CA 94105
Federal Deposit Insurance Corporation	Washington, DC 20429

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

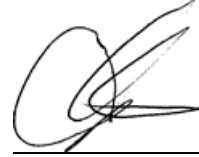
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-
4. A copy of the existing by-laws of the trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-162713).
 6. The consent of the trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152875).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Jacksonville, and State of Florida, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.



By: _____

Name: Craig A. Kaye
Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
of 700 South Flower Street, Suite 200, Los Angeles, CA 90017

At the close of business December 31, 2011, published in accordance with Federal regulatory authority instructions.

	Dollar Amounts in Thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	648
Interest-bearing balances	396
Securities:	
Held-to-maturity securities	0
Available-for-sale securities	808,707
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold	95,500
Securities purchased under agreements to resell	0
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	0
LESS: Allowance for loan and lease losses	0
Loans and leases, net of unearned income and allowance	0
Trading assets	0
Premises and fixed assets (including capitalized leases)	7,620
Other real estate owned	0
Investments in unconsolidated subsidiaries and associated companies	1
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	856,313
Other intangible assets	187,688
Other assets	175,314
Total assets	<u>\$ 2,132,187</u>

LIABILITIES

Deposits:		
In domestic offices		506
Noninterest-bearing	506	
Interest-bearing	0	
Not applicable		
Federal funds purchased and securities sold under agreements to repurchase:		
Federal funds purchased		0
Securities sold under agreements to repurchase		0
Trading liabilities		0
Other borrowed money:		
(includes mortgage indebtedness and obligations under capitalized leases)		268,691
Not applicable		
Not applicable		
Subordinated notes and debentures		0
Other liabilities		228,471
Total liabilities		497,668
Not applicable		

EQUITY CAPITAL

Perpetual preferred stock and related surplus		0
Common stock		1,000
Surplus (exclude all surplus related to preferred stock)		1,121,520
Not available		
Retained earnings		506,347
Accumulated other comprehensive income		5,652
Other equity capital components		0
Not available		
Total bank equity capital		1,634,519
Noncontrolling (minority) interests in consolidated subsidiaries		0
Total equity capital		<u>1,634,519</u>
Total liabilities and equity capital		<u>2,132,187</u>

I, Karen Bayz, CFO and Managing Director of the above-named bank do hereby declare that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true to the best of my knowledge and belief.

Karen Bayz) CFO and Managing Director

We, the undersigned directors (trustees), attest to the correctness of the Report of Condition (including the supporting schedules) for this report date and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Timothy Vara, President)
Frank P. Sulzberger, MD) Directors (Trustees)
William D. Lindelof, MD)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
(Exact name of trustee as specified in its charter)

(Jurisdiction of incorporation
if not a U.S. national bank)

95-3571558
(I.R.S. employer
identification no.)

400 South Hope Street
Suite 400
Los Angeles, California
(Address of principal executive offices)

90071
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

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

28255
(Zip code)

Subordinated Debt Securities
(Title of the indenture securities)

1. General information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Comptroller of the Currency United States Department of the Treasury	Washington, DC 20219
Federal Reserve Bank	San Francisco, CA 94105
Federal Deposit Insurance Corporation	Washington, DC 20429

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the articles of association of The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. (Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121948 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152875).
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4. A copy of the existing by-laws of the trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-162713).
 6. The consent of the trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152875).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Jacksonville, and State of Florida, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.



By: _____
Name: Craig A. Kaye
Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
of 700 South Flower Street, Suite 200, Los Angeles, CA 90017

At the close of business December 31, 2011, published in accordance with Federal regulatory authority instructions.

	Dollar Amounts in Thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	648
Interest-bearing balances	396
Securities:	
Held-to-maturity securities	0
Available-for-sale securities	808,707
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold	95,500
Securities purchased under agreements to resell	0
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	0
LESS: Allowance for loan and lease losses	0
Loans and leases, net of unearned income and allowance	0
Trading assets	0
Premises and fixed assets (including capitalized leases)	7,620
Other real estate owned	0
Investments in unconsolidated subsidiaries and associated companies	1
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	856,313
Other intangible assets	187,688
Other assets	175,314
Total assets	<u>\$2,132,187</u>

LIABILITIES

Deposits:	
In domestic offices	506
Noninterest-bearing	506
Interest-bearing	0
Not applicable	
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased	0
Securities sold under agreements to repurchase	0
Trading liabilities	0
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	268,691
Not applicable	
Not applicable	
Subordinated notes and debentures	0
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Total liabilities	497,668
Not applicable	

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,000
Surplus (exclude all surplus related to preferred stock)	1,121,520
Not available	
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Not available	
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Total liabilities and equity capital	<u><u>2,132,187</u></u>

I, Karen Bayz, CFO and Managing Director of the above-named bank do hereby declare that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true to the best of my knowledge and belief.

Karen Bayz) CFO and Managing Director

We, the undersigned directors (trustees), attest to the correctness of the Report of Condition (including the supporting schedules) for this report date and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Timothy Vara, President)
Frank P. Sulzberger, MD)
William D. Lindelof, MD) Directors (Trustees)

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

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UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2) []

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

(Exact name of trustee as specified in its charter)

(Jurisdiction of incorporation
if not a U.S. national bank)

95-3571558
(I.R.S. employer
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(Exact name of obligor as specified in its charter)

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(Title of the indenture securities)

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Federal Deposit Insurance Corporation	Washington, DC 20429

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THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.



By: _____

Name: Craig A. Kaye
Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
of 700 South Flower Street, Suite 200, Los Angeles, CA 90017

At the close of business December 31, 2011, published in accordance with Federal regulatory authority instructions.

	Dollar Amounts <u>in Thousands</u>
ASSETS	
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Interest-bearing balances	396
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Securities purchased under agreements to resell	0
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Loans and leases held for sale	0
Loans and leases, net of unearned income	0
LESS: Allowance for loan and lease losses	0
Loans and leases, net of unearned income and allowance	0
Trading assets	0
Premises and fixed assets (including capitalized leases)	7,620
Other real estate owned	0
Investments in unconsolidated subsidiaries and associated companies	1
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Intangible assets:	
Goodwill	856,313
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Other assets	175,314
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Other liabilities		228,471
Total liabilities		497,668
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Perpetual preferred stock and related surplus		0
Common stock		1,000
Surplus (exclude all surplus related to preferred stock)		1,121,520
Not available		
Retained earnings		506,347
Accumulated other comprehensive income		5,652
Other equity capital components		0
Not available		
Total bank equity capital		1,634,519
Noncontrolling (minority) interests in consolidated subsidiaries		0
Total equity capital		<u>1,634,519</u>
Total liabilities and equity capital		<u>2,132,187</u>

I, Karen Bayz, CFO and Managing Director of the above-named bank do hereby declare that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true to the best of my knowledge and belief.

Karen Bayz) CFO and Managing Director

We, the undersigned directors (trustees), attest to the correctness of the Report of Condition (including the supporting schedules) for this report date and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Timothy Vara, President)
Frank P. Sulzberger, MD) Directors (Trustees)
William D. Lindelof, MD)

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

FORM T-1

STATEMENT OF ELIGIBILITY UNDER THE TRUST INDENTURE ACT OF 1939 OF A CORPORATION
DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

DEUTSCHE BANK TRUST COMPANY AMERICAS
(formerly BANKERS TRUST COMPANY)

(Exact name of trustee as specified in its charter)

NEW YORK
(Jurisdiction of Incorporation or
organization if not a U.S. national bank)

13-4941247
(I.R.S. Employer
Identification no.)

60 WALL STREET
NEW YORK, NEW YORK
(Address of principal
executive offices)

10005
(Zip Code)

Deutsche Bank Trust Company Americas
Attention: Lynne Malina
Legal Department
60 Wall Street, 37th Floor
New York, New York 10005
(212) 250 - 0677

(Name, address and telephone number of agent for service)

Bank of America Corporation

(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction
(IRS Employer Identification No.))

56-0906609
of incorporation or organization)

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

28255
(Zip Code)

Senior Debt Securities
(Title of the Indenture securities)

Item 1. General Information.

Furnish the following information as to the trustee.

- (a) Name and address of each examining or supervising authority to which it is subject.

<u>Name</u>	<u>Address</u>
Federal Reserve Bank (2nd District)	New York, NY
Federal Deposit Insurance Corporation	Washington, D.C.
New York State Banking Department	Albany, NY

- (b) Whether it is authorized to exercise corporate trust powers.
Yes.

Item 2. Affiliations with Obligor.

If the obligor is an affiliate of the Trustee, describe each such affiliation.

None.

Item 3. -15. Not Applicable

Item 16. List of Exhibits.

- Exhibit 1 -** Restated Organization Certificate of Bankers Trust Company dated August 6, 1998, Certificate of Amendment of the Organization Certificate of Bankers Trust Company dated September 25, 1998, Certificate of Amendment of the Organization Certificate of Bankers Trust Company dated December 16, 1998, and Certificate of Amendment of the Organization Certificate of Bankers Trust Company dated February 27, 2002 —Incorporated herein by reference to Exhibit 1 filed with Form T-1 Statement, Registration No. 333-157637-01.
- Exhibit 2 -** Certificate of Authority to commence business—Incorporated herein by reference to Exhibit 2 filed with Form T-1 Statement, Registration No. 333-157637-01.
- Exhibit 3 -** Authorization of the Trustee to exercise corporate trust powers—Incorporated herein by reference to Exhibit 3 filed with Form T-1 Statement, Registration No. 333-157637-01.
- Exhibit 4 -** Existing By-Laws of Deutsche Bank Trust Company Americas, as amended on April 15, 2002 business—Incorporated herein by reference to Exhibit 4 filed with Form T-1 Statement, Registration No. 333-157637-01.
- Exhibit 5 -** Not applicable.
- Exhibit 6 -** Consent of Bankers Trust Company required by Section 321(b) of the Act.—business—Incorporated herein by reference to Exhibit 6 filed with Form T-1 Statement, Registration No. 333-157637-01.

-
- Exhibit 7 -** The latest report of condition of Deutsche Bank Trust Company Americas dated as of December 31, 2011. Copy attached.
- Exhibit 8 -** Not Applicable.
- Exhibit 9 -** Not Applicable.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Deutsche Bank Trust Company Americas, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on this 26th day of March, 2012.

DEUTSCHE BANK TRUST COMPANY AMERICAS

By: /s/ Carol Ng
Name: Carol Ng
Title: Vice President

Consolidated Report of Condition for Insured Commercial and State-Chartered Savings Banks for December 31, 2011

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Schedule RC—Balance Sheet

Dollar Amounts in Thousands		RCFD	TR BR MF THOU	
ASSETS				
1. Cash and balances due from depository institutions (from Schedule RC-A):				
a. Noninterest-bearing balances and currency and coin (1)		0981	147,000	1.a
b. Interest-bearing balances (2)		0071	22,393,000	1.b
2. Securities:				
a. Held-to-maturity securities (from Schedule RC-B, column A)		1754	0	2.a
b. Available-for-sale securities (from Schedule RC-B, column D)		1773	1,104,000	2.b
3. Federal funds sold and securities purchased under agreements to resell:				
a. Federal funds sold in domestic offices		8987	149,000	3.a
		RCFD		
b. Securities purchased under agreements to resell (3)		8989	0	3.b
4. Loans and lease financing receivables (from Schedule RC-C):				
a. Loans and leases held for sale		5369	0	4.a
b. Loans and leases, net of unearned income	8528	17,549,000		4.b
c. LESS: Allowance for loan and lease losses	3123	93,000		4.c
d. Loans and leases, net of unearned income and allowance (item 4.b minus 4.c)	8529	17,456,000		4.d
5. Trading assets (from Schedule RC-D)	3945	4,364,000		5
6. Premises and fixed assets (including capitalized leases)	2145	53,000		6
7. Other real estate owned (from Schedule RC-M)	2150	22,000		7
8. Investments in unconsolidated subsidiaries and associated companies	2130	0		8
9. Direct and indirect investments in real estate ventures	3656	0		9
10. Intangible assets:				
a. Goodwill	3163	0		10.a
b. Other intangible assets (from Schedule RC-M)	0426	51,000		10.b
11. Other assets (from Schedule RC-F)	2160	5,393,000		11
12. Total assets (sum of items 1 through 11)	2170	51,132,000		12

(1) Includes cash items in process of collection and unposted debits.

(2) Includes time certificates of deposit not held for trading.

(3) Includes all securities resale agreements in domestic and foreign offices, regardless of maturity.

Schedule RC—Continued

Dollar Amounts in Thousands

Totals in Millions

LIABILITIES		Totals in Millions		
13. Deposits:		RCON		
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E, part I)		2200	23,579,000	13.a
(1) Noninterest-bearing (1)	6631 15,122,000			13.a.1
(2) Interest-bearing	6634 8,457,000			13.a.2
b. In foreign offices, Edge and Agreement subsidiaries, and IBFs (from Schedule RC-E, part II)		RCFN		
(1) Noninterest-bearing	6631 6,209,000	2200	10,564,000	13.b
(2) Interest-bearing	6634 4,355,000			13.b.1 13.b.2
14. Federal funds purchased and securities sold under agreements to repurchase:		RCON		
a. Federal funds purchased in domestic offices (2)		8993	6,130,000	14.a
b. Securities sold under agreements to repurchase (3)		8995	0	14.b
15. Trading liabilities (from Schedule RC-D)		1548	198,000	15
16. Other borrowed money (Includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M)		3190	257,000	16
17. and 18. Not applicable				
19. Subordinated notes and debentures (4)		3200	0	19
20. Other liabilities (from Schedule RC-G)		2930	1,829,000	20
21. Total liabilities (sum of items 13 through 20)		2948	42,557,000	21
22. Not applicable				

(1) Includes noninterest-bearing demand, time, and savings deposits.

(2) Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."

(3) Includes all securities repurchase agreements in domestic and foreign offices, regardless of maturity.

(4) Includes limited-life preferred stock and related surplus.

EQUITY CAPITAL

	RCFD	Th B M Th	
Bank Equity Capital			
23. Perpetual preferred stock and related surplus	3838	0	23
24. Common stock	3230	2,127,000	24
25. Surplus (excludes all surplus related to preferred stock)	3839	595,000	25
26. a. Retained earnings	3632	5,625,000	26.a
b. Accumulated other comprehensive income (5)	8530	17,000	26.b
c. Other equity capital components (6)	A130	0	26.c
27. a. Total bank equity capital (sum of items 23 through 26.c)	3210	8,364,000	27.a
b. Noncontrolling (minority) interests in consolidated subsidiaries	3000	211,000	27.b
28. Total equity capital (sum of items 27.a and 27.b)	G105	8,575,000	28
29. Total liabilities and equity capital (sum of items 21 and 28)	3300	\$1,132,000	29

Memoranda

To be reported with the March Report of Condition.

	RCFD	Number	
1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2010	6724	N/A	M.1
1 = Independent audit of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the bank			
2 = Independent audit of the bank's parent holding company conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the consolidated holding company (but not on the bank separately)			
3 = Attestation on bank management's assertion on the effectiveness of the bank's internal control over financial reporting by a certified public accounting firm.			
4 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state chartering authority)			
5 = Directors' examination of the bank performed by other external auditors (may be required by state chartering authority)			
6 = Review of the bank's financial statements by external auditors			
7 = Compilation of the bank's financial statements by external auditors			
8 = Other audit procedures (excluding tax preparation work)			
9 = No external audit work			

To be reported with the March Report of Condition.

	RCFD	MM / DD	
2. Bank's fiscal year-end date	8676	N/A	M.2
(5) Includes net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, cumulative foreign currency translation adjustments, and minimum pension liability adjustments.			
(6) Includes treasury stock and unearned Employee Stock Ownership Plan shares.			

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
(Exact name of trustee as specified in its charter)

(Jurisdiction of incorporation
if not a U.S. national bank)

95-3571558
(I.R.S. employer
identification no.)

400 South Hope Street
Suite 400
Los Angeles, California
(Address of principal executive offices)

90071
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

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

28255
(Zip code)

Senior Debt Securities
(Title of the indenture securities)

1. General information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Comptroller of the Currency United States Department of the Treasury	Washington, DC 20219
Federal Reserve Bank	San Francisco, CA 94105
Federal Deposit Insurance Corporation	Washington, DC 20429

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the articles of association of The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. (Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121948 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152875).
2. A copy of certificate of authority of the trustee to commence business. (Exhibit 2 to Form T-1 filed with Registration Statement No. 333-121948).
3. A copy of the authorization of the trustee to exercise corporate trust powers (Exhibit 3 to Form T-1 filed with Registration Statement No. 333-152875).

-
4. A copy of the existing by-laws of the trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-162713).
 6. The consent of the trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152875).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Jacksonville, and State of Florida, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.



By:

Name: Craig A. Kaye
Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
of 700 South Flower Street, Suite 200, Los Angeles, CA 90017

At the close of business December 31, 2011, published in accordance with Federal regulatory authority instructions.

	Dollar Amounts in Thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	648
Interest-bearing balances	396
Securities:	
Held-to-maturity securities	0
Available-for-sale securities	808,707
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold	95,500
Securities purchased under agreements to resell	0
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	0
LESS: Allowance for loan and lease losses	0
Loans and leases, net of unearned income and allowance	0
Trading assets	0
Premises and fixed assets (including capitalized leases)	7,620
Other real estate owned	0
Investments in unconsolidated subsidiaries and associated companies	1
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	856,313
Other intangible assets	187,688
Other assets	<u>175,314</u>
Total assets	<u>\$2,132,187</u>

LIABILITIES

Deposits:	
In domestic offices	506
Noninterest-bearing	506
Interest-bearing	0
Not applicable	
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased	0
Securities sold under agreements to repurchase	0
Trading liabilities	0
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	268,691
Not applicable	
Not applicable	
Subordinated notes and debentures	0
Other liabilities	228,471
Total liabilities	497,668
Not applicable	

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,000
Surplus (exclude all surplus related to preferred stock)	1,121,520
Not available	
Retained earnings	506,347
Accumulated other comprehensive income	5,652
Other equity capital components	0
Not available	
Total bank equity capital	1,634,519
Noncontrolling (minority) interests in consolidated subsidiaries	0
Total equity capital	<u>1,634,519</u>
Total liabilities and equity capital	<u>2,132,187</u>

I, Karen Bayz, CFO and Managing Director of the above-named bank do hereby declare that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true to the best of my knowledge and belief.

Karen Bayz) CFO and Managing Director

We, the undersigned directors (trustees), attest to the correctness of the Report of Condition (including the supporting schedules) for this report date and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Timothy Vara, President)
Frank P. Sulzberger, MD)
William D. Lindelof, MD) Directors (Trustees)

=====
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2) []

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

(Exact name of trustee as specified in its charter)

(Jurisdiction of incorporation
if not a U.S. national bank)

95-3571558
(I.R.S. employer
identification no.)

400 South Hope Street
Suite 400
Los Angeles, California
(Address of principal executive offices)

90071
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

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

28255
(Zip code)

Senior Debt Securities
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Comptroller of the Currency United States Department of the Treasury	Washington, DC 20219
Federal Reserve Bank	San Francisco, CA 94105
Federal Deposit Insurance Corporation	Washington, DC 20429

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the articles of association of The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. (Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121948 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152875).
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-
4. A copy of the existing by-laws of the trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-162713).
 6. The consent of the trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152875).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Jacksonville, and State of Florida, on the 22nd day of March 2012.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.



By:

Name: Craig A. Kaye
Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
of 700 South Flower Street, Suite 200, Los Angeles, CA 90017

At the close of business December 31, 2011, published in accordance with Federal regulatory authority instructions.

	Dollar Amounts in Thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	648
Interest-bearing balances	396
Securities:	
Held-to-maturity securities	0
Available-for-sale securities	808,707
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold	95,500
Securities purchased under agreements to resell	0
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	0
LESS: Allowance for loan and lease losses	0
Loans and leases, net of unearned income and allowance	0
Trading assets	0
Premises and fixed assets (including capitalized leases)	7,620
Other real estate owned	0
Investments in unconsolidated subsidiaries and associated companies	1
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	856,313
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Other assets	<u>175,314</u>
Total assets	<u>\$2,132,187</u>

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(includes mortgage indebtedness and obligations under capitalized leases)	268,691
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Total liabilities	497,668
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Noncontrolling (minority) interests in consolidated subsidiaries	0
Total equity capital	<u>1,634,519</u>
Total liabilities and equity capital	<u>2,132,187</u>

I, Karen Bayz, CFO and Managing Director of the above-named bank do hereby declare that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true to the best of my knowledge and belief.

Karen Bayz) CFO and Managing Director

We, the undersigned directors (trustees), attest to the correctness of the Report of Condition (including the supporting schedules) for this report date and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Timothy Vara, President)
Frank P. Sulzberger, MD)
William D. Lindelof, MD) Directors (Trustees)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

(Exact name of trustee as specified in its charter)

(Jurisdiction of incorporation
if not a U.S. national bank)

95-3571558
(I.R.S. employer
identification no.)

400 South Hope Street
Suite 400
Los Angeles, California
(Address of principal executive offices)

90071
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

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

28255
(Zip code)

Senior Debt Securities
(Title of the indenture securities)

1. General information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Comptroller of the Currency United States Department of the Treasury	Washington, DC 20219
Federal Reserve Bank	San Francisco, CA 94105
Federal Deposit Insurance Corporation	Washington, DC 20429

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).


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-
4. A copy of the existing by-laws of the trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-162713).
 6. The consent of the trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152875).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Jacksonville, and State of Florida, on the 22nd day of March 22, 2012.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By: 
Name: Craig A. Kaye
Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
of 700 South Flower Street, Suite 200, Los Angeles, CA 90017

At the close of business December 31, 2011, published in accordance with Federal regulatory authority instructions.

	Dollar Amounts <u>in Thousands</u>
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	648
Interest-bearing balances	396
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Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold	95,500
Securities purchased under agreements to resell	0
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	0
LESS: Allowance for loan and lease losses	0
Loans and leases, net of unearned income and allowance	0
Trading assets	0
Premises and fixed assets (including capitalized leases)	7,620
Other real estate owned	0
Investments in unconsolidated subsidiaries and associated companies	1
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	856,313
Other intangible assets	187,688
Other assets	<u>175,314</u>
Total assets	<u>\$2,132,187</u>

LIABILITIES

Deposits:		
In domestic offices		506
Noninterest-bearing	506	
Interest-bearing	0	
Not applicable		
Federal funds purchased and securities sold under agreements to repurchase:		
Federal funds purchased		0
Securities sold under agreements to repurchase		0
Trading liabilities		0
Other borrowed money:		
(includes mortgage indebtedness and obligations under capitalized leases)		268,691
Not applicable		
Not applicable		
Subordinated notes and debentures		0
Other liabilities		228,471
Total liabilities		497,668
Not applicable		

EQUITY CAPITAL

Perpetual preferred stock and related surplus		0
Common stock		1,000
Surplus (exclude all surplus related to preferred stock)		1,121,520
Not available		
Retained earnings		506,347
Accumulated other comprehensive income		5,652
Other equity capital components		0
Not available		
Total bank equity capital		1,634,519
Noncontrolling (minority) interests in consolidated subsidiaries		0
Total equity capital		<u>1,634,519</u>
Total liabilities and equity capital		<u>2,132,187</u>

I, Karen Bayz, CFO and Managing Director of the above-named bank do hereby declare that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true to the best of my knowledge and belief.

Karen Bayz) CFO and Managing Director

We, the undersigned directors (trustees), attest to the correctness of the Report of Condition (including the supporting schedules) for this report date and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Timothy Vara, President)
Frank P. Sulzberger, MD) Directors (Trustees)
William D. Lindelof, MD)

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

FORM T-1

STATEMENT OF ELIGIBILITY UNDER THE TRUST INDENTURE ACT OF 1939 OF A CORPORATION
DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

**DEUTSCHE BANK TRUST COMPANY AMERICAS
(formerly BANKERS TRUST COMPANY)**

(Exact name of trustee as specified in its charter)

NEW YORK

(Jurisdiction of Incorporation or
organization if not a U.S. national bank)

13-4941247

(I.R.S. Employer
Identification no.)

60 WALL STREET

NEW YORK, NEW YORK

(Address of principal
executive offices)

10005

(Zip Code)

Deutsche Bank Trust Company Americas

Attention: Lynne Malina

Legal Department

60 Wall Street, 37th Floor

New York, New York 10005

(212) 250 – 0677

(Name, address and telephone number of agent for service)

Bank of America Corporation

(Exact name of obligor as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation or organization)

56-0906609

(IRS Employer Identification No.)

Bank of America Corporate Center

100 North Tryon Street

Charlotte, North Carolina

(Address of principal executive offices)

28255

(Zip Code)

Subordinated Debt Securities

(Title of the Indenture securities)

Item 1. General Information.

Furnish the following information as to the trustee.

- (a) Name and address of each examining or supervising authority to which it is subject.

<u>Name</u>	<u>Address</u>
Federal Reserve Bank (2nd District) Federal Deposit Insurance Corporation New York State Banking Department	New York, NY Washington, D.C. Albany, NY

- (b) Whether it is authorized to exercise corporate trust powers.
Yes.

Item 2. Affiliations with Obligor.

If the obligor is an affiliate of the Trustee, describe each such affiliation.

None.

Item 3. -15. Not Applicable

Item 16. List of Exhibits.

- Exhibit 1 -** Restated Organization Certificate of Bankers Trust Company dated August 6, 1998, Certificate of Amendment of the Organization Certificate of Bankers Trust Company dated September 25, 1998, Certificate of Amendment of the Organization Certificate of Bankers Trust Company dated December 16, 1998, and Certificate of Amendment of the Organization Certificate of Bankers Trust Company dated February 27, 2002 —Incorporated herein by reference to Exhibit 1 filed with Form T-1 Statement, Registration No. 333-157637-01.
- Exhibit 2 -** Certificate of Authority to commence business—Incorporated herein by reference to Exhibit 2 filed with Form T-1 Statement, Registration No. 333-157637-01.
- Exhibit 3 -** Authorization of the Trustee to exercise corporate trust powers—Incorporated herein by reference to Exhibit 3 filed with Form T-1 Statement, Registration No. 333-157637-01.
- Exhibit 4 -** Existing By-Laws of Deutsche Bank Trust Company Americas, as amended on April 15, 2002 business—Incorporated herein by reference to Exhibit 4 filed with Form T-1 Statement, Registration No. 333-157637-01.
- Exhibit 5 -** Not applicable.
- Exhibit 6 -** Consent of Bankers Trust Company required by Section 321(b) of the Act.—business—Incorporated herein by reference to Exhibit 6 filed with Form T-1 Statement, Registration No. 333-157637-01.

-
- Exhibit 7 -** The latest report of condition of Deutsche Bank Trust Company Americas dated as of December 31, 2011. Copy attached.
- Exhibit 8 -** Not Applicable.
- Exhibit 9 -** Not Applicable.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Deutsche Bank Trust Company Americas, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on this 26th day of March, 2012.

DEUTSCHE BANK TRUST COMPANY AMERICAS

By: /s/ Carol Ng
Name: Carol Ng
Title: Vice President

Consolidated Report of Condition for Insured Commercial and State-Chartered Savings Banks for December 31, 2011

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Schedule RC—Balance Sheet

		Dollar Amounts in Thousands		RCFD	Totals	(B) (M)	Thou
ASSETS							
1. Cash and balances due from depository institutions (from Schedule RC-A):							
a. Noninterest-bearing balances and currency and coin (1)				0081		147,000	1.a
b. Interest-bearing balances (2)				0071		22,393,000	1.b
2. Securities:							
a. Held-to-maturity securities (from Schedule RC-B, column A)				1754		0	2.a
b. Available-for-sale securities (from Schedule RC-B, column D)				1773		1,104,000	2.b
3. Federal funds sold and securities purchased under agreements to resell:							
a. Federal funds sold in domestic offices				R967		149,000	3.a
b. Securities purchased under agreements to resell (3)				RCFD		0	3.b
4. Loans and lease financing receivables (from Schedule RC-C):							
a. Loans and leases held for sale				5369		0	4.a
b. Loans and leases, net of unearned income	R528		17,549,000				4.b
c. LESS: Allowance for loan and lease losses	3123		93,000				4.c
d. Loans and leases, net of unearned income and allowance (item 4.b minus 4.c)				R529		17,456,000	4.d
5. Trading assets (from Schedule RC-D)							
				3545		4,364,000	5
6. Premises and fixed assets (including capitalized leases)							
				2145		53,000	6
7. Other real estate owned (from Schedule RC-M)							
				2150		22,000	7
8. Investments in unconsolidated subsidiaries and associated companies							
				2130		0	8
9. Direct and indirect investments in real estate ventures							
				3656		0	9
10. Intangible assets:							
a. Goodwill				3163		0	10.a
b. Other intangible assets (from Schedule RC-M)				0406		51,000	10.b
11. Other assets (from Schedule RC-F)							
				2160		5,393,000	11
12. Total assets (sum of items 1 through 11)							
				2170		51,132,000	12

(1) Includes cash items in process of collection and unposted debits.

(2) Includes time certificates of deposit not held for trading.

(3) Includes all securities resale agreements in domestic and foreign offices, regardless of maturity.

Schedule RC—Continued

Dollar Amounts in Thousands

Totals in Millions

LIABILITIES		Totals in Millions	
13. Deposits:		RCON	
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E, part I)		2200	23,579,000
(1) Noninterest-bearing (1)		6631	15,122,000
(2) Interest-bearing		6634	8,457,000
b. In foreign offices, Edge and Agreement subsidiaries, and IBFs (from Schedule RC-E, part II)		RCFN	
(1) Noninterest-bearing		2200	10,564,000
(2) Interest-bearing		6631	6,209,000
6634		4,365,000	
14. Federal funds purchased and securities sold under agreements to repurchase:		RCON	
a. Federal funds purchased in domestic offices (2)		8993	6,130,000
b. Securities sold under agreements to repurchase (3)		RCFD	
15. Trading liabilities (from Schedule RC-D)		8995	0
16. Other borrowed money (Includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M)		1548	198,000
17. and 18. Not applicable			
19. Subordinated notes and debentures (4)		3190	257,000
20. Other liabilities (from Schedule RC-G)		3200	0
21. Total liabilities (sum of items 13 through 20)		2930	1,829,000
22. Not applicable		2948	42,557,000

(1) Includes noninterest-bearing demand, time, and savings deposits.

(2) Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."

(3) Includes all securities repurchase agreements in domestic and foreign offices, regardless of maturity.

(4) Includes limited-life preferred stock and related surplus.

EQUITY CAPITAL

	RCFD	Th B M Tho	
Bank Equity Capital			
23. Perpetual preferred stock and related surplus	3838	0	23
24. Common stock	3230	2,127,000	24
25. Surplus (excludes all surplus related to preferred stock)	3839	595,000	25
26. a. Retained earnings	3632	5,625,000	26.a
b. Accumulated other comprehensive income (5)	8530	17,000	26.b
c. Other equity capital components (6)	A130	0	26.c
27. a. Total bank equity capital (sum of items 23 through 26.c)	3210	8,364,000	27.a
b. Noncontrolling (minority) interests in consolidated subsidiaries	3000	211,000	27.b
28. Total equity capital (sum of items 27.a and 27.b)	G105	8,575,000	28
29. Total liabilities and equity capital (sum of items 21 and 28)	3300	\$1,132,000	29

Memoranda

To be reported with the March Report of Condition.

	RCFD	Number	
1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2010	6724	N/A	M.1
1 = Independent audit of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the bank			
2 = Independent audit of the bank's parent holding company conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the consolidated holding company (but not on the bank separately)			
3 = Attestation on bank management's assertion on the effectiveness of the bank's internal control over financial reporting by a certified public accounting firm.			
4 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state chartering authority)			
5 = Directors' examination of the bank performed by other external auditors (may be required by state chartering authority)			
6 = Review of the bank's financial statements by external auditors			
7 = Compilation of the bank's financial statements by external auditors			
8 = Other audit procedures (excluding tax preparation work)			
9 = No external audit work			

To be reported with the March Report of Condition.

	RCFD	MM / DD	
2. Bank's fiscal year-end date	8676	N/A	M.2
(5) Includes net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, cumulative foreign currency translation adjustments, and minimum pension liability adjustments.			
(6) Includes treasury stock and unearned Employee Stock Ownership Plan shares.			

 UNITED STATES
 SECURITIES AND EXCHANGE COMMISSION
 Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
 UNDER THE TRUST INDENTURE ACT OF 1939 OF A
 CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
 ELIGIBILITY OF A TRUSTEE PURSUANT TO
 SECTION 305(b)(2)

 THE BANK OF NEW YORK MELLON
 TRUST COMPANY, N.A.

(Exact name of trustee as specified in its charter)

(Jurisdiction of incorporation
 if not a U.S. national bank)

95-3571558
 (I.R.S. employer
 identification no.)

400 South Hope Street
 Suite 400
 Los Angeles, California
 (Address of principal executive offices)

90071
 (Zip code)

 Bank of America Corporation
 (Exact name of obligor as specified in its charter)

Delaware
 (State or other jurisdiction of
 incorporation or organization)

56-0906609
 (I.R.S. employer
 identification no.)

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

28255
 (Zip code)

 Senior Debt Securities
 (Title of the indenture securities)

1. General information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Comptroller of the Currency United States Department of the Treasury	Washington, DC 20219
Federal Reserve Bank	San Francisco, CA 94105
Federal Deposit Insurance Corporation	Washington, DC 20429

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the articles of association of The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. (Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121948 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152875).
2. A copy of certificate of authority of the trustee to commence business. (Exhibit 2 to Form T-1 filed with Registration Statement No. 333-121948).
3. A copy of the authorization of the trustee to exercise corporate trust powers (Exhibit 3 to Form T-1 filed with Registration Statement No. 333-152875).

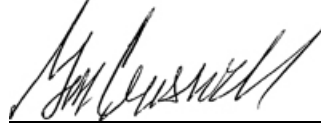
-
4. A copy of the existing by-laws of the trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-162713).
 6. The consent of the trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152875).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Jacksonville, and State of Florida, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By:



Name: Geraldine Creswell
Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
of 700 South Flower Street, Suite 200, Los Angeles, CA 90017

At the close of business December 31, 2011, published in accordance with Federal regulatory authority instructions.

	Dollar Amounts <u>in Thousands</u>
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	648
Interest-bearing balances	396
Securities:	
Held-to-maturity securities	0
Available-for-sale securities	808,707
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold	95,500
Securities purchased under agreements to resell	0
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	0
LESS: Allowance for loan and lease losses	0
Loans and leases, net of unearned income and allowance	0
Trading assets	0
Premises and fixed assets (including capitalized leases)	7,620
Other real estate owned	0
Investments in unconsolidated subsidiaries and associated companies	1
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	856,313
Other intangible assets	187,688
Other assets	<u>175,314</u>
Total assets	<u>\$2,132,187</u>

LIABILITIES

Deposits:		
In domestic offices		506
Noninterest-bearing	506	
Interest-bearing	0	
Not applicable		
Federal funds purchased and securities sold under agreements to repurchase:		
Federal funds purchased		0
Securities sold under agreements to repurchase		0
Trading liabilities		0
Other borrowed money:		
(includes mortgage indebtedness and obligations under capitalized leases)		268,691
Not applicable		
Not applicable		
Subordinated notes and debentures		0
Other liabilities		228,471
Total liabilities		497,668
Not applicable		

EQUITY CAPITAL

Perpetual preferred stock and related surplus		0
Common stock		1,000
Surplus (exclude all surplus related to preferred stock)		1,121,520
Not available		
Retained earnings		506,347
Accumulated other comprehensive income		5,652
Other equity capital components		0
Not available		
Total bank equity capital		1,634,519
Noncontrolling (minority) interests in consolidated subsidiaries		0
Total equity capital		<u>1,634,519</u>
Total liabilities and equity capital		<u>2,132,187</u>

I, Karen Bayz, CFO and Managing Director of the above-named bank do hereby declare that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true to the best of my knowledge and belief.

Karen Bayz) CFO and Managing Director

We, the undersigned directors (trustees), attest to the correctness of the Report of Condition (including the supporting schedules) for this report date and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Timothy Vara, President)
Frank P. Sulzberger, MD) Directors (Trustees)
William D. Lindelof, MD)

 UNITED STATES
 SECURITIES AND EXCHANGE COMMISSION
 Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
 UNDER THE TRUST INDENTURE ACT OF 1939 OF A
 CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
 ELIGIBILITY OF A TRUSTEE PURSUANT TO
 SECTION 305(b)(2)

 THE BANK OF NEW YORK MELLON
 TRUST COMPANY, N.A.

(Exact name of trustee as specified in its charter)

(Jurisdiction of incorporation
 if not a U.S. national bank)

95-3571558
 (I.R.S. employer
 identification no.)

400 South Hope Street
 Suite 400
 Los Angeles, California
 (Address of principal executive offices)

90071
 (Zip code)

 Bank of America Corporation
 (Exact name of obligor as specified in its charter)

Delaware
 (State or other jurisdiction of
 incorporation or organization)

56-0906609
 (I.R.S. employer
 identification no.)

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

28255
 (Zip code)

 Subordinated Debt Securities
 (Title of the indenture securities)

1. General information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Comptroller of the Currency United States Department of the Treasury	Washington, DC 20219
Federal Reserve Bank	San Francisco, CA 94105
Federal Deposit Insurance Corporation	Washington, DC 20429

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).


1. A copy of the articles of association of The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. (Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121948 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152875).
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3. A copy of the authorization of the trustee to exercise corporate trust powers (Exhibit 3 to Form T-1 filed with Registration Statement No. 333-152875).

-
4. A copy of the existing by-laws of the trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-162713).
 6. The consent of the trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152875).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Jacksonville, and State of Florida, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By: 

Name: Geraldine Creswell
Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
of 700 South Flower Street, Suite 200, Los Angeles, CA 90017

At the close of business December 31, 2011, published in accordance with Federal regulatory authority instructions.

	Dollar Amounts in Thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	648
Interest-bearing balances	396
Securities:	
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Available-for-sale securities	808,707
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Securities purchased under agreements to resell	0
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Loans and leases held for sale	0
Loans and leases, net of unearned income	0
LESS: Allowance for loan and lease losses	0
Loans and leases, net of unearned income and allowance	0
Trading assets	0
Premises and fixed assets (including capitalized leases)	7,620
Other real estate owned	0
Investments in unconsolidated subsidiaries and associated companies	1
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	856,313
Other intangible assets	187,688
Other assets	175,314
Total assets	<u>\$2,132,187</u>

LIABILITIES

Deposits:	
In domestic offices	506
Noninterest-bearing	506
Interest-bearing	0
Not applicable	
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased	0
Securities sold under agreements to repurchase	0
Trading liabilities	0
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	268,691
Not applicable	
Not applicable	
Subordinated notes and debentures	0
Other liabilities	228,471
Total liabilities	497,668
Not applicable	

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,000
Surplus (exclude all surplus related to preferred stock)	1,121,520
Not available	
Retained earnings	506,347
Accumulated other comprehensive income	5,652
Other equity capital components	0
Not available	
Total bank equity capital	1,634,519
Noncontrolling (minority) interests in consolidated subsidiaries	0
Total equity capital	<u>1,634,519</u>
Total liabilities and equity capital	<u>2,132,187</u>

I, Karen Bayz, CFO and Managing Director of the above-named bank do hereby declare that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true to the best of my knowledge and belief.

Karen Bayz) CFO and Managing Director

We, the undersigned directors (trustees), attest to the correctness of the Report of Condition (including the supporting schedules) for this report date and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Timothy Vara, President)
Frank P. Sulzberger, MD) Directors (Trustees)
William D. Lindelof, MD)

=====

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank) 13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices) 10286
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization) 56-0906609
(I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina
(Address of principal executive offices) 28255
(Zip code)

Senior Debt Securities
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).

-
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).
 6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON



By: _____
Name: Scott Klein
Title: Vice President

Consolidated Report of Condition of

THE BANK OF NEW YORK MELLON

of One Wall Street, New York, N.Y. 10286

And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS

Dollar Amounts In Thousands

Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000

Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:

In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
Interest-bearing	82,950,000

Federal funds purchased and securities sold under agreements to repurchase:

Federal funds purchased in domestic offices.	2,166,000
Securities sold under agreements to repurchase	1,010,000

Trading liabilities	7,283,000
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Other borrowed money: (includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
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Not applicable

Not applicable

Subordinated notes and debentures	3,505,000
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Other liabilities	<u>8,465,000</u>
-------------------	------------------

Total liabilities	<u>237,946,000</u>
-------------------	--------------------

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
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Common stock	1,135,000
--------------	-----------

Surplus (exclude all surplus related to preferred stock)	9,607,000
--	-----------

Retained earnings	8,450,000
-------------------	-----------

Accumulated other comprehensive income	-1,283,000
--	------------

Other equity capital components	0
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Total bank equity capital	17,909,000
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Noncontrolling (minority) interests in consolidated subsidiaries	350,000
--	---------

Total equity capital	<u>18,259,000</u>
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Total liabilities and equity capital	<u>256,205,000</u>
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I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma



Directors

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank)

13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices)

10286
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

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

28255
(Zip code)

Subordinated Debt Securities
(Title of the indenture securities)

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

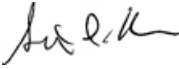
1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).

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4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).
 6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By: 
Name: Scott Klein
Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON

of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000

Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma



Directors

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

(Exact name of trustee as specified in its charter)

(Jurisdiction of incorporation
if not a U.S. national bank)

95-3571558
(I.R.S. employer
identification no.)

400 South Hope Street
Suite 400
Los Angeles, California
(Address of principal executive offices)

90071
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

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

28255
(Zip code)

Junior Subordinated Debt Securities
(Title of the indenture securities)

1. General information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Comptroller of the Currency United States Department of the Treasury	Washington, DC 20219
Federal Reserve Bank	San Francisco, CA 94105
Federal Deposit Insurance Corporation	Washington, DC 20429

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

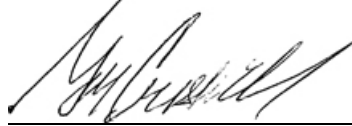
1. A copy of the articles of association of The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. (Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121948 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152875).
2. A copy of certificate of authority of the trustee to commence business. (Exhibit 2 to Form T-1 filed with Registration Statement No. 333-121948).
3. A copy of the authorization of the trustee to exercise corporate trust powers (Exhibit 3 to Form T-1 filed with Registration Statement No. 333-152875).

-
4. A copy of the existing by-laws of the trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-162713).
 6. The consent of the trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152875).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Jacksonville, and State of Florida, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By: 

Name: Geraldine Creswell
Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
of 700 South Flower Street, Suite 200, Los Angeles, CA 90017

At the close of business December 31, 2011, published in accordance with Federal regulatory authority instructions.

	Dollar Amounts in Thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	648
Interest-bearing balances	396
Securities:	
Held-to-maturity securities	0
Available-for-sale securities	808,707
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold	95,500
Securities purchased under agreements to resell	0
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	0
LESS: Allowance for loan and lease losses	0
Loans and leases, net of unearned income and allowance	0
Trading assets	0
Premises and fixed assets (including capitalized leases)	7,620
Other real estate owned	0
Investments in unconsolidated subsidiaries and associated companies	1
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	856,313
Other intangible assets	187,688
Other assets	175,314
Total assets	<u>\$ 2,132,187</u>

LIABILITIES

Deposits:		
In domestic offices		506
Noninterest-bearing	506	
Interest-bearing	0	
Not applicable		
Federal funds purchased and securities sold under agreements to repurchase:		
Federal funds purchased		0
Securities sold under agreements to repurchase		0
Trading liabilities		0
Other borrowed money:		
(includes mortgage indebtedness and obligations under capitalized leases)		268,691
Not applicable		
Not applicable		
Subordinated notes and debentures		0
Other liabilities		228,471
Total liabilities		497,668
Not applicable		

EQUITY CAPITAL

Perpetual preferred stock and related surplus		0
Common stock		1,000
Surplus (exclude all surplus related to preferred stock)		1,121,520
Not available		
Retained earnings		506,347
Accumulated other comprehensive income		5,652
Other equity capital components		0
Not available		
Total bank equity capital		1,634,519
Noncontrolling (minority) interests in consolidated subsidiaries		0
Total equity capital		<u>1,634,519</u>
Total liabilities and equity capital		<u>2,132,187</u>

I, Karen Bayz, CFO and Managing Director of the above-named bank do hereby declare that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true to the best of my knowledge and belief.

Karen Bayz) CFO and Managing Director

We, the undersigned directors (trustees), attest to the correctness of the Report of Condition (including the supporting schedules) for this report date and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Timothy Vara, President)
Frank P. Sulzberger, MD) Directors (Trustees)
William D. Lindelof, MD)

 UNITED STATES
 SECURITIES AND EXCHANGE COMMISSION
 Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
 UNDER THE TRUST INDENTURE ACT OF 1939 OF A
 CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
 ELIGIBILITY OF A TRUSTEE PURSUANT TO
 SECTION 305(b)(2)

 THE BANK OF NEW YORK MELLON
 TRUST COMPANY, N.A.

(Exact name of trustee as specified in its charter)

(Jurisdiction of incorporation
 if not a U.S. national bank)

95-3571558
 (I.R.S. employer
 identification no.)

400 South Hope Street
 Suite 400
 Los Angeles, California
 (Address of principal executive offices)

90071
 (Zip code)

 Bank of America Corporation
 (Exact name of obligor as specified in its charter)

Delaware
 (State or other jurisdiction of
 incorporation or organization)

56-0906609
 (I.R.S. employer
 identification no.)

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

28255
 (Zip code)

 Junior Subordinated Notes
 (Title of the indenture securities)

1. General information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Comptroller of the Currency United States Department of the Treasury	Washington, DC 20219
Federal Reserve Bank	San Francisco, CA 94105
Federal Deposit Insurance Corporation	Washington, DC 20429

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

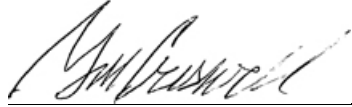
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3. A copy of the authorization of the trustee to exercise corporate trust powers (Exhibit 3 to Form T-1 filed with Registration Statement No. 333-152875).

-
4. A copy of the existing by-laws of the trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-162713).
 6. The consent of the trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152875).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Jacksonville, and State of Florida, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

By: 

Name: Geraldine Creswell
Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
of 700 South Flower Street, Suite 200, Los Angeles, CA 90017

At the close of business December 31, 2011, published in accordance with Federal regulatory authority instructions.

	<u>Dollar Amounts in Thousands</u>
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	648
Interest-bearing balances	396
Securities:	
Held-to-maturity securities	0
Available-for-sale securities	808,707
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold	95,500
Securities purchased under agreements to resell	0
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	0
LESS: Allowance for loan and lease losses	0
Loans and leases, net of unearned income and allowance	0
Trading assets	0
Premises and fixed assets (including capitalized leases)	7,620
Other real estate owned	0
Investments in unconsolidated subsidiaries and associated companies	1
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	856,313
Other intangible assets	187,688
Other assets	175,314
Total assets	<u>\$2,132,187</u>

LIABILITIES

Deposits:		
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Noninterest-bearing	506	
Interest-bearing	0	
Not applicable		
Federal funds purchased and securities sold under agreements to repurchase:		
Federal funds purchased		0
Securities sold under agreements to repurchase		0
Trading liabilities		
Other borrowed money:		
(includes mortgage indebtedness and obligations under capitalized leases)		268,691
Not applicable		
Not applicable		
Subordinated notes and debentures		0
Other liabilities		228,471
Total liabilities		497,668
Not applicable		

EQUITY CAPITAL

Perpetual preferred stock and related surplus		0
Common stock		1,000
Surplus (exclude all surplus related to preferred stock)		1,121,520
Not available		
Retained earnings		506,347
Accumulated other comprehensive income		5,652
Other equity capital components		
Not available		0
Total bank equity capital		1,634,519
Noncontrolling (minority) interests in consolidated subsidiaries		0
Total equity capital		<u>1,634,519</u>
Total liabilities and equity capital		<u>2,132,187</u>

I, Karen Bayz, CFO and Managing Director of the above-named bank do hereby declare that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true to the best of my knowledge and belief.

Karen Bayz) CFO and Managing Director

We, the undersigned directors (trustees), attest to the correctness of the Report of Condition (including the supporting schedules) for this report date and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Timothy Vara, President)
Frank P. Sulzberger, MD) Directors (Trustees)
William D. Lindelof, MD)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

(Exact name of trustee as specified in its charter)

95-3571558
(I.R.S. employer
identification no.)

(Jurisdiction of incorporation
if not a U.S. national bank)

400 South Hope Street
Suite 400
Los Angeles, California
(Address of principal executive offices)

90071
(Zip code)

BAC Capital Trust XVI

(Exact name of obligor as specified in its charter)

26-6844426
(I.R.S. employer
identification no.)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

28255
(Zip code)

Trust Securities
(Title of the indenture securities)

1. General information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Comptroller of the Currency United States Department of the Treasury	Washington, DC 20219
Federal Reserve Bank	San Francisco, CA 94105
Federal Deposit Insurance Corporation	Washington, DC 20429

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

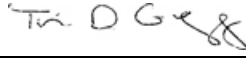
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3. A copy of the authorization of the trustee to exercise corporate trust powers (Exhibit 3 to Form T-1 filed with Registration Statement No. 333-152875).

-
4. A copy of the existing by-laws of the trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-162713).
 6. The consent of the trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152875).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Jacksonville, and State of Florida, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

By: 
Name: Tina D. Gonzalez
Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
of 700 South Flower Street, Suite 200, Los Angeles, CA 90017

At the close of business December 31, 2011, published in accordance with Federal regulatory authority instructions.

	Dollar Amounts in Thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	648
Interest-bearing balances	396
Securities:	
Held-to-maturity securities	0
Available-for-sale securities	808,707
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold	95,500
Securities purchased under agreements to resell	0
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	0
LESS: Allowance for loan and lease losses	0
Loans and leases, net of unearned income and allowance	0
Trading assets	0
Premises and fixed assets (including capitalized leases)	7,620
Other real estate owned	0
Investments in unconsolidated subsidiaries and associated companies	1
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	856,313
Other intangible assets	187,688
Other assets	175,314
Total assets	\$ 2,132,187

LIABILITIES

Deposits:	
In domestic offices	506
Noninterest-bearing	506
Interest-bearing	0
Not applicable	
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased	0
Securities sold under agreements to repurchase	0
Trading liabilities	0
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	268,691
Not applicable	
Not applicable	
Subordinated notes and debentures	0
Other liabilities	228,471
Total liabilities	497,668
Not applicable	

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,000
Surplus (exclude all surplus related to preferred stock)	1,121,520
Not available	
Retained earnings	506,347
Accumulated other comprehensive income	5,652
Other equity capital components	0
Not available	
Total bank equity capital	1,634,519
Noncontrolling (minority) interests in consolidated subsidiaries	0
Total equity capital	1,634,519
Total liabilities and equity capital	2,132,187

I, Karen Bayz, CFO and Managing Director of the above-named bank do hereby declare that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true to the best of my knowledge and belief.

Karen Bayz) CFO and Managing Director

We, the undersigned directors (trustees), attest to the correctness of the Report of Condition (including the supporting schedules) for this report date and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Timothy Vara, President)
Frank P. Sulzberger, MD) Directors (Trustees)
William D. Lindelof, MD)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

(Exact name of trustee as specified in its charter)

95-3571558
(I.R.S. employer
identification no.)

(Jurisdiction of incorporation
if not a U.S. national bank)

400 South Hope Street
Suite 400
Los Angeles, California
(Address of principal executive offices)

90071
(Zip code)

BAC Capital Trust XVII
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

26-6844429
(I.R.S. employer
identification no.)

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

28255
(Zip code)

Trust Securities
(Title of the indenture securities)

1. General information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Comptroller of the Currency United States Department of the Treasury	Washington, DC 20219
Federal Reserve Bank	San Francisco, CA 94105
Federal Deposit Insurance Corporation	Washington, DC 20429

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the articles of association of The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. (Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121948 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152875).
2. A copy of certificate of authority of the trustee to commence business. (Exhibit 2 to Form T-1 filed with Registration Statement No. 333-121948).
3. A copy of the authorization of the trustee to exercise corporate trust powers (Exhibit 3 to Form T-1 filed with Registration Statement No. 333-152875).

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4. A copy of the existing by-laws of the trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-162713).
 6. The consent of the trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152875).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Jacksonville, and State of Florida, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By: Tina D. Gonzalez
Name: Tina D. Gonzalez
Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
of 700 South Flower Street, Suite 200, Los Angeles, CA 90017

At the close of business December 31, 2011, published in accordance with Federal regulatory authority instructions.

	Dollar Amounts in Thousands
ASSETS	
Cash and balances due from depository institutions:	
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Interest-bearing balances	396
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Securities purchased under agreements to resell	0
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	0
LESS: Allowance for loan and lease losses	0
Loans and leases, net of unearned income and allowance	0
Trading assets	0
Premises and fixed assets (including capitalized leases)	7,620
Other real estate owned	0
Investments in unconsolidated subsidiaries and associated companies	1
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	856,313
Other intangible assets	187,688
Other assets	175,314
Total assets	<u>\$2,132,187</u>

LIABILITIES

Deposits:		
In domestic offices		506
Noninterest-bearing	506	
Interest-bearing	0	
Not applicable		
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Federal funds purchased		0
Securities sold under agreements to repurchase		0
Trading liabilities		0
Other borrowed money:		
(includes mortgage indebtedness and obligations under capitalized leases)		268,691
Not applicable		
Not applicable		
Subordinated notes and debentures		0
Other liabilities		228,471
Total liabilities		497,668
Not applicable		

EQUITY CAPITAL

Perpetual preferred stock and related surplus		0
Common stock		1,000
Surplus (exclude all surplus related to preferred stock)		1,121,520
Not available		
Retained earnings		506,347
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Not available		
Total bank equity capital		1,634,519
Noncontrolling (minority) interests in consolidated subsidiaries		0
Total equity capital		<u>1,634,519</u>
Total liabilities and equity capital		<u>2,132,187</u>

I, Karen Bayz, CFO and Managing Director of the above-named bank do hereby declare that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true to the best of my knowledge and belief.

Karen Bayz) CFO and Managing Director

We, the undersigned directors (trustees), attest to the correctness of the Report of Condition (including the supporting schedules) for this report date and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Timothy Vara, President)
Frank P. Sulzberger, MD) Directors (Trustees)
William D. Lindelof, MD)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

(Exact name of trustee as specified in its charter)

(Jurisdiction of incorporation
if not a U.S. national bank)

95-3571558
(I.R.S. employer
identification no.)

400 South Hope Street
Suite 400
Los Angeles, California
(Address of principal executive offices)

90071
(Zip code)

BAC Capital Trust XVIII
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

26-6844432
(I.R.S. employer
identification no.)

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

28255
(Zip code)

Trust Securities
(Title of the indenture securities)

1. General information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Comptroller of the Currency United States Department of the Treasury	Washington, DC 20219
Federal Reserve Bank	San Francisco, CA 94105
Federal Deposit Insurance Corporation	Washington, DC 20429

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the articles of association of The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. (Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121948 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152875).
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3. A copy of the authorization of the trustee to exercise corporate trust powers (Exhibit 3 to Form T-1 filed with Registration Statement No. 333-152875).

-
4. A copy of the existing by-laws of the trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-162713).
 6. The consent of the trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152875).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Jacksonville, and State of Florida, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By: Tina D. Gonzalez
Name: Tina D. Gonzalez
Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
of 700 South Flower Street, Suite 200, Los Angeles, CA 90017

At the close of business December 31, 2011, published in accordance with Federal regulatory authority instructions.

	Dollar Amounts in Thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	648
Interest-bearing balances	396
Securities:	
Held-to-maturity securities	0
Available-for-sale securities	808,707
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold	95,500
Securities purchased under agreements to resell	0
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	0
LESS: Allowance for loan and lease losses	0
Loans and leases, net of unearned income and allowance	0
Trading assets	0
Premises and fixed assets (including capitalized leases)	7,620
Other real estate owned	0
Investments in unconsolidated subsidiaries and associated companies	1
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	856,313
Other intangible assets	187,688
Other assets	175,314
Total assets	<u>\$2,132,187</u>

LIABILITIES

Deposits:		
In domestic offices		506
Noninterest-bearing	506	
Interest-bearing	0	
Not applicable		
Federal funds purchased and securities sold under agreements to repurchase:		
Federal funds purchased		0
Securities sold under agreements to repurchase		0
Trading liabilities		
Other borrowed money:		
(includes mortgage indebtedness and obligations under capitalized leases)		268,691
Not applicable		
Not applicable		
Subordinated notes and debentures		0
Other liabilities		228,471
Total liabilities		497,668
Not applicable		

EQUITY CAPITAL

Perpetual preferred stock and related surplus		0
Common stock		1,000
Surplus (exclude all surplus related to preferred stock)		1,121,520
Not available		
Retained earnings		506,347
Accumulated other comprehensive income		5,652
Other equity capital components		0
Not available		
Total bank equity capital		1,634,519
Noncontrolling (minority) interests in consolidated subsidiaries		0
Total equity capital		<u>1,634,519</u>
Total liabilities and equity capital		<u>2,132,187</u>

I, Karen Bayz, CFO and Managing Director of the above-named bank do hereby declare that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true to the best of my knowledge and belief.

Karen Bayz) CFO and Managing Director

We, the undersigned directors (trustees), attest to the correctness of the Report of Condition (including the supporting schedules) for this report date and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Timothy Vara, President)
Frank P. Sulzberger, MD) Directors (Trustees)
William D. Lindelof, MD)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

(Exact name of trustee as specified in its charter)

(Jurisdiction of incorporation
if not a U.S. national bank)

95-3571558
(I.R.S. employer
identification no.)

400 South Hope Street
Suite 400
Los Angeles, California
(Address of principal executive offices)

90071
(Zip code)

BAC Capital Trust XIX
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

26-6844434
(I.R.S. employer
identification no.)

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

28255
(Zip code)

Trust Securities
(Title of the indenture securities)

1. General information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Comptroller of the Currency United States Department of the Treasury	Washington, DC 20219
Federal Reserve Bank	San Francisco, CA 94105
Federal Deposit Insurance Corporation	Washington, DC 20429

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

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4. A copy of the existing by-laws of the trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-162713).
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 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Jacksonville, and State of Florida, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

By: Tina D. Gonzalez
Name: Tina D. Gonzalez
Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
of 700 South Flower Street, Suite 200, Los Angeles, CA 90017

At the close of business December 31, 2011, published in accordance with Federal regulatory authority instructions.

	Dollar Amounts in Thousands
ASSETS	
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Interest-bearing balances	396
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Loans and leases held for sale	0
Loans and leases, net of unearned income	0
LESS: Allowance for loan and lease losses	0
Loans and leases, net of unearned income and allowance	0
Trading assets	0
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Other real estate owned	0
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Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	856,313
Other intangible assets	187,688
Other assets	175,314
Total assets	<u>\$2,132,187</u>

LIABILITIES

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Interest-bearing	0
Not applicable	
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Securities sold under agreements to repurchase	0
Trading liabilities	0
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	268,691
Not applicable	
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Subordinated notes and debentures	0
Other liabilities	228,471
Total liabilities	497,668
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EQUITY CAPITAL

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Common stock	1,000
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Noncontrolling (minority) interests in consolidated subsidiaries	0
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Total liabilities and equity capital	2,132,187

I, Karen Bayz, CFO and Managing Director of the above-named bank do hereby declare that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true to the best of my knowledge and belief.

Karen Bayz) CFO and Managing Director

We, the undersigned directors (trustees), attest to the correctness of the Report of Condition (including the supporting schedules) for this report date and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Timothy Vara, President)
Frank P. Sulzberger, MD) Directors (Trustees)
William D. Lindelof, MD)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

(Exact name of trustee as specified in its charter)

(Jurisdiction of incorporation
if not a U.S. national bank)

95-3571558
(I.R.S. employer
identification no.)

400 South Hope Street
Suite 400
Los Angeles, California
(Address of principal executive offices)

90071
(Zip code)

BAC Capital Trust XX
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

26-6844436
(I.R.S. employer
identification no.)

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

28255
(Zip code)

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(Title of the indenture securities)

1. General information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
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Federal Deposit Insurance Corporation	Washington, DC 20429

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

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16. List of Exhibits.

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THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

By: Tina D. Gonzalez
Name: Tina D. Gonzalez
Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
of 700 South Flower Street, Suite 200, Los Angeles, CA 90017

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Total equity capital	<u>1,634,519</u>
Total liabilities and equity capital	<u>2,132,187</u>

I, Karen Bayz, CFO and Managing Director of the above-named bank do hereby declare that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true to the best of my knowledge and belief.

Karen Bayz) CFO and Managing Director

We, the undersigned directors (trustees), attest to the correctness of the Report of Condition (including the supporting schedules) for this report date and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Timothy Vara, President)
Frank P. Sulzberger, MD)
William D. Lindelof, MD) Directors (Trustees)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
(Exact name of trustee as specified in its charter)

(Jurisdiction of incorporation
if not a U.S. national bank)

95-3571558
(I.R.S. employer
identification no.)

400 South Hope Street
Suite 400
Los Angeles, California
(Address of principal executive offices)

90071
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

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

28255
(Zip code)

Guarantee of Trust Securities of BAC Capital Trust XVI
(Title of the indenture securities)

1. General information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Comptroller of the Currency United States Department of the Treasury	Washington, DC 20219
Federal Reserve Bank	San Francisco, CA 94105
Federal Deposit Insurance Corporation	Washington, DC 20429

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).


1. A copy of the articles of association of The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. (Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121948 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152875).
2. A copy of certificate of authority of the trustee to commence business. (Exhibit 2 to Form T-1 filed with Registration Statement No. 333-121948).
3. A copy of the authorization of the trustee to exercise corporate trust powers (Exhibit 3 to Form T-1 filed with Registration Statement No. 333-152875).

-
4. A copy of the existing by-laws of the trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-162713).
 6. The consent of the trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152875).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Jacksonville, and State of Florida, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

By: 
Name: Tina D. Gonzalez
Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
of 700 South Flower Street, Suite 200, Los Angeles, CA 90017

At the close of business December 31, 2011, published in accordance with Federal regulatory authority instructions.

<u>ASSETS</u>	<u>Dollar Amounts in Thousands</u>
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	648
Interest-bearing balances	396
Securities:	
Held-to-maturity securities	0
Available-for-sale securities	808,707
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold	95,500
Securities purchased under agreements to resell	0
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	0
LESS: Allowance for loan and lease losses	0
Loans and leases, net of unearned income and allowance	0
Trading assets	
Trading assets	0
Premises and fixed assets (including capitalized leases)	
Premises and fixed assets (including capitalized leases)	7,620
Other real estate owned	
Other real estate owned	0
Investments in unconsolidated subsidiaries and associated companies	
Investments in unconsolidated subsidiaries and associated companies	1
Direct and indirect investments in real estate ventures	
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	856,313
Other intangible assets	187,688
Other assets	
Other assets	<u>175,314</u>
Total assets	<u>\$2,132,187</u>

LIABILITIES

Deposits:		
In domestic offices		506
Noninterest-bearing	506	
Interest-bearing	0	
Not applicable		
Federal funds purchased and securities sold under agreements to repurchase:		
Federal funds purchased		0
Securities sold under agreements to repurchase		0
Trading liabilities		0
Other borrowed money:		
(includes mortgage indebtedness and obligations under capitalized leases)		268,691
Not applicable		
Not applicable		
Subordinated notes and debentures		0
Other liabilities		228,471
Total liabilities		497,668
Not applicable		

EQUITY CAPITAL

Perpetual preferred stock and related surplus		0
Common stock		1,000
Surplus (exclude all surplus related to preferred stock)		1,121,520
Not available		
Retained earnings		506,347
Accumulated other comprehensive income		5,652
Other equity capital components		0
Not available		
Total bank equity capital		1,634,519
Noncontrolling (minority) interests in consolidated subsidiaries		0
Total equity capital		<u>1,634,519</u>
Total liabilities and equity capital		<u>2,132,187</u>

I, Karen Bayz, CFO and Managing Director of the above-named bank do hereby declare that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true to the best of my knowledge and belief.

Karen Bayz) CFO and Managing Director

We, the undersigned directors (trustees), attest to the correctness of the Report of Condition (including the supporting schedules) for this report date and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Timothy Vara, President)
Frank P. Sulzberger, MD)
William D. Lindelof, MD) Directors (Trustees)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
(Exact name of trustee as specified in its charter)

(Jurisdiction of incorporation
if not a U.S. national bank)

95-3571558
(I.R.S. employer
identification no.)

400 South Hope Street
Suite 400
Los Angeles, California
(Address of principal executive offices)

90071
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

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

28255
(Zip code)

Guarantee of Trust Securities of BAC Capital Trust XVII
(Title of the indenture securities)

1. General information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Comptroller of the Currency United States Department of the Treasury	Washington, DC 20219
Federal Reserve Bank	San Francisco, CA 94105
Federal Deposit Insurance Corporation	Washington, DC 20429

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the articles of association of The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. (Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121948 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152875).
2. A copy of certificate of authority of the trustee to commence business. (Exhibit 2 to Form T-1 filed with Registration Statement No. 333-121948).
3. A copy of the authorization of the trustee to exercise corporate trust powers (Exhibit 3 to Form T-1 filed with Registration Statement No. 333-152875).

-
4. A copy of the existing by-laws of the trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-162713).
 6. The consent of the trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152875).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Jacksonville, and State of Florida, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

By:  _____

Name: Tina D. Gonzalez
Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
of 700 South Flower Street, Suite 200, Los Angeles, CA 90017

At the close of business December 31, 2011, published in accordance with Federal regulatory authority instructions.

	Dollar Amounts in Thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	648
Interest-bearing balances	396
Securities:	
Held-to-maturity securities	0
Available-for-sale securities	808,707
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold	95,500
Securities purchased under agreements to resell	0
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	0
LESS: Allowance for loan and lease losses	0
Loans and leases, net of unearned income and allowance	0
Trading assets	0
Premises and fixed assets (including capitalized leases)	7,620
Other real estate owned	0
Investments in unconsolidated subsidiaries and associated companies	1
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	856,313
Other intangible assets	187,688
Other assets	<u>175,314</u>
Total assets	<u>\$2,132,187</u>

LIABILITIES

Deposits:		
In domestic offices		506
Noninterest-bearing	506	
Interest-bearing	0	
Not applicable		
Federal funds purchased and securities sold under agreements to repurchase:		
Federal funds purchased		0
Securities sold under agreements to repurchase		0
Trading liabilities		0
Other borrowed money:		
(includes mortgage indebtedness and obligations under capitalized leases)		268,691
Not applicable		
Not applicable		
Subordinated notes and debentures		0
Other liabilities		228,471
Total liabilities		497,668
Not applicable		

EQUITY CAPITAL

Perpetual preferred stock and related surplus		0
Common stock		1,000
Surplus (exclude all surplus related to preferred stock)		1,121,520
Not available		
Retained earnings		506,347
Accumulated other comprehensive income		5,652
Other equity capital components		0
Not available		
Total bank equity capital		1,634,519
Noncontrolling (minority) interests in consolidated subsidiaries		0
Total equity capital		<u>1,634,519</u>
Total liabilities and equity capital		<u>2,132,187</u>

I, Karen Bayz, CFO and Managing Director of the above-named bank do hereby declare that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true to the best of my knowledge and belief.

Karen Bayz) CFO and Managing Director

We, the undersigned directors (trustees), attest to the correctness of the Report of Condition (including the supporting schedules) for this report date and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Timothy Vara, President)
 Frank P. Sulzberger, MD)
 William D. Lindelof, MD) Directors (Trustees)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
(Exact name of trustee as specified in its charter)

(Jurisdiction of incorporation
if not a U.S. national bank)

95-3571558
(I.R.S. employer
identification no.)

400 South Hope Street
Suite 400
Los Angeles, California
(Address of principal executive offices)

90071
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

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

28255
(Zip code)

Guarantee of Trust Securities of BAC Capital Trust XVIII
(Title of the indenture securities)

1. General information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Comptroller of the Currency United States Department of the Treasury	Washington, DC 20219
Federal Reserve Bank	San Francisco, CA 94105
Federal Deposit Insurance Corporation	Washington, DC 20429

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).


1. A copy of the articles of association of The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. (Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121948 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152875).
2. A copy of certificate of authority of the trustee to commence business. (Exhibit 2 to Form T-1 filed with Registration Statement No. 333-121948).
3. A copy of the authorization of the trustee to exercise corporate trust powers (Exhibit 3 to Form T-1 filed with Registration Statement No. 333-152875).

-
4. A copy of the existing by-laws of the trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-162713).
 6. The consent of the trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152875).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Jacksonville, and State of Florida, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

By: 
Name: Tina D. Gonzalez
Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
of 700 South Flower Street, Suite 200, Los Angeles, CA 90017

At the close of business December 31, 2011, published in accordance with Federal regulatory authority instructions.

	Dollar Amounts in Thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	648
Interest-bearing balances	396
Securities:	
Held-to-maturity securities	0
Available-for-sale securities	808,707
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold	95,500
Securities purchased under agreements to resell	0
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	0
LESS: Allowance for loan and lease losses	0
Loans and leases, net of unearned income and allowance	0
Trading assets	0
Premises and fixed assets (including capitalized leases)	7,620
Other real estate owned	0
Investments in unconsolidated subsidiaries and associated companies	1
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	856,313
Other intangible assets	187,688
Other assets	<u>175,314</u>
Total assets	<u>\$2,132,187</u>

LIABILITIES

Deposits:	
In domestic offices	506
Noninterest-bearing	506
Interest-bearing	0
Not applicable	
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased	0
Securities sold under agreements to repurchase	0
Trading liabilities	0
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	268,691
Not applicable	
Not applicable	
Subordinated notes and debentures	0
Other liabilities	228,471
Total liabilities	497,668
Not applicable	

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,000
Surplus (exclude all surplus related to preferred stock)	1,121,520
Not available	
Retained earnings	506,347
Accumulated other comprehensive income	5,652
Other equity capital components	0
Not available	
Total bank equity capital	1,634,519
Noncontrolling (minority) interests in consolidated subsidiaries	0
Total equity capital	<u>1,634,519</u>
Total liabilities and equity capital	<u>2,132,187</u>

I, Karen Bayz, CFO and Managing Director of the above-named bank do hereby declare that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true to the best of my knowledge and belief.

Karen Bayz) CFO and Managing Director

We, the undersigned directors (trustees), attest to the correctness of the Report of Condition (including the supporting schedules) for this report date and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Timothy Vara, President)
Frank P. Sulzberger, MD)
William D. Lindelof, MD) Directors (Trustees)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
(Exact name of trustee as specified in its charter)

(Jurisdiction of incorporation
if not a U.S. national bank)

95-3571558
(I.R.S. employer
identification no.)

400 South Hope Street
Suite 400
Los Angeles, California
(Address of principal executive offices)

90071
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

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

28255
(Zip code)

Guarantee of Trust Securities of BAC Capital Trust XIX
(Title of the indenture securities)

1. General information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Comptroller of the Currency United States Department of the Treasury	Washington, DC 20219
Federal Reserve Bank	San Francisco, CA 94105
Federal Deposit Insurance Corporation	Washington, DC 20429

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

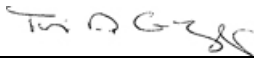
1. A copy of the articles of association of The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. (Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121948 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152875).
2. A copy of certificate of authority of the trustee to commence business. (Exhibit 2 to Form T-1 filed with Registration Statement No. 333-121948).
3. A copy of the authorization of the trustee to exercise corporate trust powers (Exhibit 3 to Form T-1 filed with Registration Statement No. 333-152875).

-
4. A copy of the existing by-laws of the trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-162713).
 6. The consent of the trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152875).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Jacksonville, and State of Florida, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

By: 
Name: Tina D. Gonzalez
Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
of 700 South Flower Street, Suite 200, Los Angeles, CA 90017

At the close of business December 31, 2011, published in accordance with Federal regulatory authority instructions.

<u>ASSETS</u>	<u>Dollar Amounts in Thousands</u>
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	648
Interest-bearing balances	396
Securities:	
Held-to-maturity securities	0
Available-for-sale securities	808,707
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold	95,500
Securities purchased under agreements to resell	0
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	0
LESS: Allowance for loan and lease losses	0
Loans and leases, net of unearned income and allowance	0
Trading assets	
Trading assets	0
Premises and fixed assets (including capitalized leases)	
Premises and fixed assets (including capitalized leases)	7,620
Other real estate owned	
Other real estate owned	0
Investments in unconsolidated subsidiaries and associated companies	
Investments in unconsolidated subsidiaries and associated companies	1
Direct and indirect investments in real estate ventures	
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	856,313
Other intangible assets	187,688
Other assets	
Other assets	<u>175,314</u>
Total assets	<u>\$2,132,187</u>

LIABILITIES

Deposits:		
In domestic offices		506
Noninterest-bearing	506	
Interest-bearing	0	
Not applicable		
Federal funds purchased and securities sold under agreements to repurchase:		
Federal funds purchased		0
Securities sold under agreements to repurchase		0
Trading liabilities		0
Other borrowed money:		
(includes mortgage indebtedness and obligations under capitalized leases)		268,691
Not applicable		
Not applicable		
Subordinated notes and debentures		0
Other liabilities		228,471
Total liabilities		497,668
Not applicable		

EQUITY CAPITAL

Perpetual preferred stock and related surplus		0
Common stock		1,000
Surplus (exclude all surplus related to preferred stock)		1,121,520
Not available		
Retained earnings		506,347
Accumulated other comprehensive income		5,652
Other equity capital components		0
Not available		
Total bank equity capital		1,634,519
Noncontrolling (minority) interests in consolidated subsidiaries		0
Total equity capital		<u>1,634,519</u>
Total liabilities and equity capital		<u>2,132,187</u>

I, Karen Bayz, CFO and Managing Director of the above-named bank do hereby declare that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true to the best of my knowledge and belief.

Karen Bayz) CFO and Managing Director

We, the undersigned directors (trustees), attest to the correctness of the Report of Condition (including the supporting schedules) for this report date and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Timothy Vara, President)
Frank P. Sulzberger, MD)
William D. Lindelof, MD) Directors (Trustees)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

(Exact name of trustee as specified in its charter)

(Jurisdiction of incorporation
if not a U.S. national bank)

95-3571558
(I.R.S. employer
identification no.)

400 South Hope Street
Suite 400
Los Angeles, California
(Address of principal executive offices)

90071
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

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

28255
(Zip code)

Guarantee of Trust Securities of BAC Capital Trust XX
(Title of the indenture securities)

1. General information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Comptroller of the Currency United States Department of the Treasury	Washington, DC 20219
Federal Reserve Bank	San Francisco, CA 94105
Federal Deposit Insurance Corporation	Washington, DC 20429

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

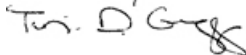
1. A copy of the articles of association of The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. (Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121948 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152875).
2. A copy of certificate of authority of the trustee to commence business. (Exhibit 2 to Form T-1 filed with Registration Statement No. 333-121948).
3. A copy of the authorization of the trustee to exercise corporate trust powers (Exhibit 3 to Form T-1 filed with Registration Statement No. 333-152875).

-
4. A copy of the existing by-laws of the trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-162713).
 6. The consent of the trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152875).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Jacksonville, and State of Florida, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

By: 
Name: Tina D. Gonzalez
Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
of 700 South Flower Street, Suite 200, Los Angeles, CA 90017

At the close of business December 31, 2011, published in accordance with Federal regulatory authority instructions.

	Dollar Amounts in Thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	648
Interest-bearing balances	396
Securities:	
Held-to-maturity securities	0
Available-for-sale securities	808,707
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold	95,500
Securities purchased under agreements to resell	0
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	0
LESS: Allowance for loan and lease losses	0
Loans and leases, net of unearned income and allowance	0
Trading assets	0
Premises and fixed assets (including capitalized leases)	7,620
Other real estate owned	0
Investments in unconsolidated subsidiaries and associated companies	1
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	856,313
Other intangible assets	187,688
Other assets	175,314
Total assets	<u>\$2,132,187</u>

LIABILITIES

Deposits:		
In domestic offices		506
Noninterest-bearing	506	
Interest-bearing	0	
Not applicable		
Federal funds purchased and securities sold under agreements to repurchase:		
Federal funds purchased		0
Securities sold under agreements to repurchase		0
Trading liabilities		0
Other borrowed money:		
(includes mortgage indebtedness and obligations under capitalized leases)		268,691
Not applicable		
Not applicable		
Subordinated notes and debentures		0
Other liabilities		228,471
Total liabilities		497,668
Not applicable		

EQUITY CAPITAL

Perpetual preferred stock and related surplus		0
Common stock		1,000
Surplus (exclude all surplus related to preferred stock)		1,121,520
Not available		
Retained earnings		506,347
Accumulated other comprehensive income		5,652
Other equity capital components		0
Not available		
Total bank equity capital		1,634,519
Noncontrolling (minority) interests in consolidated subsidiaries		0
Total equity capital		<u>1,634,519</u>
Total liabilities and equity capital		<u>2,132,187</u>

I, Karen Bayz, CFO and Managing Director of the above-named bank do hereby declare that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true to the best of my knowledge and belief.

Karen Bayz) CFO and Managing Director

We, the undersigned directors (trustees), attest to the correctness of the Report of Condition (including the supporting schedules) for this report date and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Timothy Vara, President)
Frank P. Sulzberger, MD)
William D. Lindelof, MD) Directors (Trustees)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York 13-5160382
(Jurisdiction of incorporation (I.R.S. employer
if not a U.S. national bank) identification no.)

One Wall Street, New York, N.Y. 10286
(Address of principal executive offices) (Zip code)

BAC Capital Trust I
(Exact name of obligor as specified in its charter)

Delaware 56-6589379
(State or other jurisdiction of (I.R.S. employer
incorporation or organization) identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina 28255
(Address of principal executive offices) (Zip code)

Trust Securities
(Title of the indenture securities)

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By: 
Name: Scott Klein
Title: Vice President

Consolidated Report of Condition of

THE BANK OF NEW YORK MELLON

of One Wall Street, New York, N.Y. 10286

And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS

Dollar Amounts In Thousands

Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000

Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	<u>8,465,000</u>
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma



Directors

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank)

13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices)

10286
(Zip code)

BAC Capital Trust II
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-6589381
(I.R.S. employer
identification no.)

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

28255
(Zip code)

Trust Securities
(Title of the indenture securities)

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON



By: _____

Name: Scott Klein
Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON

of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000

Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma



Directors

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank)

13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices)

10286
(Zip code)

BAC Capital Trust III
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-6589382
(I.R.S. employer
identification no.)

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

28255
(Zip code)

Trust Securities
(Title of the indenture securities)

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).


1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By:  _____

Name: Scott Klein
Title: Vice President

Consolidated Report of Condition of

THE BANK OF NEW YORK MELLON

of One Wall Street, New York, N.Y. 10286

And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS

Dollar Amounts In Thousands

Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000

Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	<u>8,465,000</u>
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma



Directors

=====

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York 13-5160382
(Jurisdiction of incorporation (I.R.S. employer
if not a U.S. national bank) identification no.)

One Wall Street, New York, N.Y. 10286
(Address of principal executive offices) (Zip code)

BAC Capital Trust IV
(Exact name of obligor as specified in its charter)

Delaware 56-6589383
(State or other jurisdiction of (I.R.S. employer
incorporation or organization) identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina 28255
(Address of principal executive offices) (Zip code)

Trust Securities
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By: /S/ Scott Klein
Name: Scott Klein
Title: Vice President

Consolidated Report of Condition of
 THE BANK OF NEW YORK MELLON
 of One Wall Street, New York, N.Y. 10286
 And Foreign and Domestic Subsidiaries,
 a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000
Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma

]

Directors

=====

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank) 13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices) 10286
(Zip code)

BAC Capital Trust V
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization) 03-6104159
(I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina
(Address of principal executive offices) 28255
(Zip code)

Trust Securities
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By: /S/ Scott Klein
Name: Scott Klein
Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON
of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,
a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000
Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
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Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma

]

Directors

=====

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York 13-5160382
(Jurisdiction of incorporation (I.R.S. employer
if not a U.S. national bank) identification no.)

One Wall Street, New York, N.Y. 10286
(Address of principal executive offices) (Zip code)

BAC Capital Trust VI
(Exact name of obligor as specified in its charter)

Delaware 03-6104157
(State or other jurisdiction of (I.R.S. employer
incorporation or organization) identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina 28255
(Address of principal executive offices) (Zip code)

Trust Securities
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By: /S/ Scott Klein
Name: Scott Klein
Title: Vice President

Consolidated Report of Condition of
 THE BANK OF NEW YORK MELLON
 of One Wall Street, New York, N.Y. 10286
 And Foreign and Domestic Subsidiaries,
 a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000
Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma



Directors

=====

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank) 13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices) 10286
(Zip code)

BAC Capital Trust VII
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization) 73-6345874
(I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina
(Address of principal executive offices) 28255
(Zip code)

Trust Securities
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By: /S/ Scott Klein
Name: Scott Klein
Title: Vice President

Consolidated Report of Condition of
 THE BANK OF NEW YORK MELLON
 of One Wall Street, New York, N.Y. 10286
 And Foreign and Domestic Subsidiaries,
 a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
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Securities purchased under agreements to resell	603,000
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Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000
Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
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Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
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Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma

□

Directors

=====

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank) 13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices) 10286
(Zip code)

BAC Capital Trust VIII
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization) 20-6633721
(I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina
(Address of principal executive offices) 28255
(Zip code)

Trust Securities
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By: /S/ Timothy W. Casey

Name: Timothy W. Casey

Title: Vice President

Consolidated Report of Condition of
 THE BANK OF NEW YORK MELLON
 of One Wall Street, New York, N.Y. 10286
 And Foreign and Domestic Subsidiaries,
 a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

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Available-for-sale securities	74,417,000
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Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
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Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
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Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000
Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma



Directors

=====

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York 13-5160382
(Jurisdiction of incorporation (I.R.S. employer
if not a U.S. national bank) identification no.)

One Wall Street, New York, N.Y. 10286
(Address of principal executive offices) (Zip code)

BAC Capital Trust X
(Exact name of obligor as specified in its charter)

Delaware 20-6867123
(State or other jurisdiction of (I.R.S. employer
incorporation or organization) identification no.)

Bank of America Corporate Center 28255
100 North Tryon Street (Zip code)
Charlotte, North Carolina
(Address of principal executive offices)

Trust Securities
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By: /S/ Timothy W. Casey
Name: Timothy W. Casey
Title: Vice President

Consolidated Report of Condition of
 THE BANK OF NEW YORK MELLON
 of One Wall Street, New York, N.Y. 10286
 And Foreign and Domestic Subsidiaries,
 a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000
Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
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Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma

□

Directors

=====

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York 13-5160382
(Jurisdiction of incorporation (I.R.S. employer
if not a U.S. national bank) identification no.)

One Wall Street, New York, N.Y. 10286
(Address of principal executive offices) (Zip code)

BAC Capital Trust XI
(Exact name of obligor as specified in its charter)

Delaware 20-7336759
(State or other jurisdiction of (I.R.S. employer
incorporation or organization) identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina 28255
(Address of principal executive offices) (Zip code)

Trust Securities
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By: /S/ Timothy W. Casey
Name: Timothy W. Casey
Title: Vice President

Consolidated Report of Condition of
 THE BANK OF NEW YORK MELLON
 of One Wall Street, New York, N.Y. 10286
 And Foreign and Domestic Subsidiaries,
 a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000
Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma

□

Directors

=====

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank) 13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y. 10286
(Address of principal executive offices) (Zip code)

BAC Capital Trust XII
(Exact name of obligor as specified in its charter)

Delaware 20-7020697
(State or other jurisdiction of (I.R.S. employer
incorporation or organization) identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina 28255
(Address of principal executive offices) (Zip code)

Trust Securities
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2022.

THE BANK OF NEW YORK MELLON

By: /S/ Timothy W. Casey
Name: Timothy W. Casey
Title: Vice President

Consolidated Report of Condition of
 THE BANK OF NEW YORK MELLON
 of One Wall Street, New York, N.Y. 10286
 And Foreign and Domestic Subsidiaries,
 a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000
Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma

]

Directors

=====

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank) 13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices) 10286
(Zip code)

BAC Capital Trust XIII
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization) 20-7020707
(I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina
(Address of principal executive offices) 28255
(Zip code)

Trust Securities
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
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New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

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-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By: /S/ Timothy W. Casey

Name: Timothy W. Casey

Title: Vice President

Consolidated Report of Condition of
 THE BANK OF NEW YORK MELLON
 of One Wall Street, New York, N.Y. 10286
 And Foreign and Domestic Subsidiaries,
 a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

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Total assets	<u>256,205,000</u>

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Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

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Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma

□

Directors

=====

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank) 13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y. 10286
(Address of principal executive offices) (Zip code)

BAC Capital Trust XIV
(Exact name of obligor as specified in its charter)

Delaware 20-7020714
(State or other jurisdiction of
incorporation or organization) (I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina 28255
(Address of principal executive offices) (Zip code)

Trust Securities
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By: /S/ Timothy W. Casey
Name: Timothy W. Casey
Title: Vice President

Consolidated Report of Condition of
 THE BANK OF NEW YORK MELLON
 of One Wall Street, New York, N.Y. 10286
 And Foreign and Domestic Subsidiaries,
 a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000
Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma



Directors

=====

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
(Exact name of trustee as specified in its charter)

(Jurisdiction of incorporation
if not a U.S. national bank)

95-3571558
(I.R.S. employer
identification no.)

400 South Hope Street
Suite 400
Los Angeles, California
(Address of principal executive offices)

90071
(Zip code)

BAC Capital Trust XV
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

26-6201018
(I.R.S. employer
identification no.)

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

28255
(Zip code)

Trust Securities
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Comptroller of the Currency United States Department of the Treasury	Washington, DC 20219
Federal Reserve Bank	San Francisco, CA 94105
Federal Deposit Insurance Corporation	Washington, DC 20429

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the articles of association of The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. (Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121948 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152875).
2. A copy of certificate of authority of the trustee to commence business. (Exhibit 2 to Form T-1 filed with Registration Statement No. 333-121948).
3. A copy of the authorization of the trustee to exercise corporate trust powers (Exhibit 3 to Form T-1 filed with Registration Statement No. 333-152875).

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4. A copy of the existing by-laws of the trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-162713).
 6. The consent of the trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152875).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Jacksonville, and State of Florida, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By: /S/ Tina D. Gonzalez

Name: Tina D. Gonzalez

Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
of 700 South Flower Street, Suite 200, Los Angeles, CA 90017

At the close of business December 31, 2011, published in accordance with Federal regulatory authority instructions.

	Dollar Amounts <u>in Thousands</u>
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	648
Interest-bearing balances	396
Securities:	
Held-to-maturity securities	0
Available-for-sale securities	808,707
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold	95,500
Securities purchased under agreements to resell	0
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	0
LESS: Allowance for loan and lease losses	0
Loans and leases, net of unearned income and allowance	0
Trading assets	0
Premises and fixed assets (including capitalized leases)	7,620
Other real estate owned	0
Investments in unconsolidated subsidiaries and associated companies	1
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	856,313
Other intangible assets	187,688
Other assets	175,314
Total assets	<u>\$ 2,132,187</u>

LIABILITIES

Deposits:		
In domestic offices		506
Noninterest-bearing	506	
Interest-bearing	0	
Not applicable		
Federal funds purchased and securities sold under agreements to repurchase:		
Federal funds purchased		0
Securities sold under agreements to repurchase		0
Trading liabilities		0
Other borrowed money:		
(includes mortgage indebtedness and obligations under capitalized leases)		268,691
Not applicable		
Not applicable		
Subordinated notes and debentures		0
Other liabilities		228,471
Total liabilities		497,668
Not applicable		

EQUITY CAPITAL

Perpetual preferred stock and related surplus		0
Common stock		1,000
Surplus (exclude all surplus related to preferred stock)		1,121,520
Not available		
Retained earnings		506,347
Accumulated other comprehensive income		5,652
Other equity capital components		0
Not available		
Total bank equity capital		1,634,519
Noncontrolling (minority) interests in consolidated subsidiaries		0
Total equity capital		<u>1,634,519</u>
Total liabilities and equity capital		<u><u>2,132,187</u></u>

I, Karen Bayz, CFO and Managing Director of the above-named bank do hereby declare that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true to the best of my knowledge and belief.

Karen Bayz) CFO and Managing Director

We, the undersigned directors (trustees), attest to the correctness of the Report of Condition (including the supporting schedules) for this report date and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Timothy Vara, President)
Frank P. Sulzberger, MD) Directors (Trustees)
William D. Lindelof, MD)

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank) 13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices) 10286
(Zip code)

NB Capital Trust II
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization) 56-6490301
(I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina
(Address of principal executive offices) 28255
(Zip code)

Trust Securities
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By: /S/ Timothy W. Casey _____

Name: Timothy W. Casey

Title: Vice President

Consolidated Report of Condition of
 THE BANK OF NEW YORK MELLON
 of One Wall Street, New York, N.Y. 10286
 And Foreign and Domestic Subsidiaries,
 a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000
Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma



Directors

=====

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank) 13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices) 10286
(Zip code)

NB Capital Trust III
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization) 56-6490302
(I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina
(Address of principal executive offices) 28255
(Zip code)

Trust Securities
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By: /S/ Timothy W. Casey
Name: Timothy W. Casey
Title: Vice President

Consolidated Report of Condition of
 THE BANK OF NEW YORK MELLON
 of One Wall Street, New York, N.Y. 10286
 And Foreign and Domestic Subsidiaries,
 a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000
Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma



Directors

=====

UNITED STATES
 SECURITIES AND EXCHANGE COMMISSION
 Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
 UNDER THE TRUST INDENTURE ACT OF 1939 OF A
 CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
 ELIGIBILITY OF A TRUSTEE PURSUANT TO
 SECTION 305(b)(2)

 THE BANK OF NEW YORK MELLON
 (Exact name of trustee as specified in its charter)

New York (Jurisdiction of incorporation if not a U.S. national bank)	13-5160382 (I.R.S. employer identification no.)
--	---

One Wall Street, New York, N.Y. (Address of principal executive offices)	10286 (Zip code)
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 NB Capital Trust IV
 (Exact name of obligor as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	56-6492031 (I.R.S. employer identification no.)
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Bank of America Corporate Center 100 North Tryon Street Charlotte, North Carolina (Address of principal executive offices)	28255 (Zip code)
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 Trust Securities
 (Title of the indenture securities)

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1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By: /S/ Timothy W. Casey
Name: Timothy W. Casey
Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON
of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,
a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000
Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

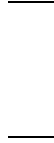
Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma



Directors

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank) 13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices) 10286
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization) 56-0906609
(I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina
(Address of principal executive offices) 28255
(Zip code)

Guarantee of Trust Securities of BAC Capital Trust I
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By: /S/ Sherma Thomas
Name: Sherma Thomas
Title: Senior Associate

Consolidated Report of Condition of
 THE BANK OF NEW YORK MELLON
 of One Wall Street, New York, N.Y. 10286
 And Foreign and Domestic Subsidiaries,
 a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000
Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL


Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma



Directors

=====

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank) 13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices) 10286
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization) 56-0906609
(I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina
(Address of principal executive offices) 28255
(Zip code)

Guarantee of Trust Securities of BAC Capital Trust II
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By: /S/ Sherma Thomas

Name: Sherma Thomas

Title: Senior Associate

Consolidated Report of Condition of
 THE BANK OF NEW YORK MELLON
 of One Wall Street, New York, N.Y. 10286
 And Foreign and Domestic Subsidiaries,
 a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000
Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma

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Directors

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank) 13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices) 10286
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization) 56-0906609
(I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina
(Address of principal executive offices) 28255
(Zip code)

Guarantee of Trust Securities of BAC Capital Trust III
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By: /S/ Sherma Thomas

Name: Sherma Thomas

Title: Senior Associate

Consolidated Report of Condition of
 THE BANK OF NEW YORK MELLON
 of One Wall Street, New York, N.Y. 10286
 And Foreign and Domestic Subsidiaries,
 a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000
Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma



Directors

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank) 13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices) 10286
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization) 56-0906609
(I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina
(Address of principal executive offices) 28255
(Zip code)

Guarantee of Trust Securities of BAC Capital Trust IV
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By: /S/ Sherma Thomas

Name: Sherma Thomas

Title: Senior Associate

Consolidated Report of Condition of
 THE BANK OF NEW YORK MELLON
 of One Wall Street, New York, N.Y. 10286
 And Foreign and Domestic Subsidiaries,
 a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000
Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma



Directors

=====

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York 13-5160382
(Jurisdiction of incorporation (I.R.S. employer
if not a U.S. national bank) identification no.)

One Wall Street, New York, N.Y. 10286
(Address of principal executive offices) (Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware 56-0906609
(State or other jurisdiction of (I.R.S. employer
incorporation or organization) identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina 28255
(Address of principal executive offices) (Zip code)

Guarantee of Trust Securities of BAC Capital Trust V
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By: /S/ Sherma Thomas
Name: Sherma Thomas
Title: Senior Associate

Consolidated Report of Condition of
 THE BANK OF NEW YORK MELLON
 of One Wall Street, New York, N.Y. 10286
 And Foreign and Domestic Subsidiaries,
 a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000
Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma



Directors

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank) 13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices) 10286
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization) 56-0906609
(I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina
(Address of principal executive offices) 28255
(Zip code)

Guarantee of Trust Securities of BAC Capital Trust VI
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By: /S/ Sherma Thomas
Name: Sherma Thomas
Title: Senior Associate

Consolidated Report of Condition of
 THE BANK OF NEW YORK MELLON
 of One Wall Street, New York, N.Y. 10286
 And Foreign and Domestic Subsidiaries,
 a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000
Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma



Directors

=====

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank) 13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices) 10286
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization) 56-0906609
(I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina
(Address of principal executive offices) 28255
(Zip code)

Guarantee of Trust Securities of BAC Capital Trust VII
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

Consolidated Report of Condition of
 THE BANK OF NEW YORK MELLON
 of One Wall Street, New York, N.Y. 10286
 And Foreign and Domestic Subsidiaries,
 a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
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Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
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Securities purchased under agreements to resell	603,000
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Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000
Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
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Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma



Directors

=====

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank) 13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices) 10286
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization) 56-0906609
(I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina
(Address of principal executive offices) 28255
(Zip code)

Guarantee of Trust Securities of BAC Capital Trust VIII
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By: /S/ Sherma Thomas
Name: Sherma Thomas
Title: Senior Associate

Consolidated Report of Condition of
 THE BANK OF NEW YORK MELLON
 of One Wall Street, New York, N.Y. 10286
 And Foreign and Domestic Subsidiaries,
 a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000
Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma



Directors

=====

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York 13-5160382
(Jurisdiction of incorporation (I.R.S. employer
if not a U.S. national bank) identification no.)

One Wall Street, New York, N.Y. 10286
(Address of principal executive offices) (Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware 56-0906609
(State or other jurisdiction of (I.R.S. employer
incorporation or organization) identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina 28255
(Address of principal executive offices) (Zip code)

Guarantee of Trust Securities of BAC Capital Trust X
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By: /S/ Sherma Thomas
Name: Sherma Thomas
Title: Senior Associate

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON
of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,
a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000
Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma

]

Directors

=====

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York 13-5160382
(Jurisdiction of incorporation (I.R.S. employer
if not a U.S. national bank) identification no.)

One Wall Street, New York, N.Y. 10286
(Address of principal executive offices) (Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware 56-0906609
(State or other jurisdiction of (I.R.S. employer
incorporation or organization) identification no.)

Bank of America Corporate Center 28255
100 North Tryon Street (Zip code)
Charlotte, North Carolina
(Address of principal executive offices)

Guarantee of Trust Securities of BAC Capital Trust XI
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By: /S/ Sherma Thomas _____
Name: Sherma Thomas
Title: Senior Associate

Consolidated Report of Condition of
 THE BANK OF NEW YORK MELLON
 of One Wall Street, New York, N.Y. 10286
 And Foreign and Domestic Subsidiaries,
 a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000
Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma



Directors

=====

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank) 13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y. 10286
(Address of principal executive offices) (Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware 56-0906609
(State or other jurisdiction of
incorporation or organization) (I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina 28255
(Address of principal executive offices) (Zip code)

Guarantee of Trust Securities of BAC Capital Trust XII
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By: /S/ Sherma Thomas
Name: Sherma Thomas
Title: Senior Associate

Consolidated Report of Condition of
 THE BANK OF NEW YORK MELLON
 of One Wall Street, New York, N.Y. 10286
 And Foreign and Domestic Subsidiaries,
 a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000
Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma



Directors

=====

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank)

13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices)

10286
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

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

28255
(Zip code)

Guarantee of Trust Securities of BAC Capital Trust XIII
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By: /S/ Sherma Thomas
Name: Sherma Thomas
Title: Senior Associate

Consolidated Report of Condition of
 THE BANK OF NEW YORK MELLON
 of One Wall Street, New York, N.Y. 10286
 And Foreign and Domestic Subsidiaries,
 a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
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Available-for-sale securities	74,417,000
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Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
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Trading assets	5,841,000
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Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000
Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
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Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma

□

Directors

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank) 13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices) 10286
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization) 56-0906609
(I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina
(Address of principal executive offices) 28255
(Zip code)

Guarantee of Trust Securities of BAC Capital Trust XIV
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By: /S/ Sherma Thomas

Name: Sherma Thomas

Title: Senior Associate

Consolidated Report of Condition of
 THE BANK OF NEW YORK MELLON
 of One Wall Street, New York, N.Y. 10286
 And Foreign and Domestic Subsidiaries,
 a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000
Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma



Directors

=====

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
(Exact name of trustee as specified in its charter)

(Jurisdiction of incorporation
if not a U.S. national bank)

95-3571558
(I.R.S. employer
identification no.)

400 South Hope Street
Suite 400
Los Angeles, California
(Address of principal executive offices)

90071
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

56-0906609
(I.R.S. employer
identification no.)

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

28255
(Zip code)

Guarantee of Trust Securities of BAC Capital Trust XV
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Comptroller of the Currency United States Department of the Treasury	Washington, DC 20219
Federal Reserve Bank	San Francisco, CA 94105
Federal Deposit Insurance Corporation	Washington, DC 20429

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the articles of association of The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. (Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121948 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152875).
2. A copy of certificate of authority of the trustee to commence business. (Exhibit 2 to Form T-1 filed with Registration Statement No. 333-121948).
3. A copy of the authorization of the trustee to exercise corporate trust powers (Exhibit 3 to Form T-1 filed with Registration Statement No. 333-152875).

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4. A copy of the existing by-laws of the trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-162713).
 6. The consent of the trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152875).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Jacksonville, and State of Florida, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By: /S/ Geraldine Creswell
Name: Geraldine Creswell
Title: Vice President

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
of 700 South Flower Street, Suite 200, Los Angeles, CA 90017

At the close of business December 31, 2011, published in accordance with Federal regulatory authority instructions.

Dollar Amounts
in Thousands

<u>ASSETS</u>		
Cash and balances due from depository institutions:		
Noninterest-bearing balances and currency and coin		648
Interest-bearing balances		396
Securities:		
Held-to-maturity securities		0
Available-for-sale securities		808,707
Federal funds sold and securities purchased under agreements to resell:		
Federal funds sold		95,500
Securities purchased under agreements to resell		0
Loans and lease financing receivables:		
Loans and leases held for sale		0
Loans and leases, net of unearned income		0
LESS: Allowance for loan and lease losses		0
Loans and leases, net of unearned income and allowance		0
Trading assets		0
Premises and fixed assets (including capitalized leases)		7,620
Other real estate owned		0
Investments in unconsolidated subsidiaries and associated companies		1
Direct and indirect investments in real estate ventures		0
Intangible assets:		
Goodwill		856,313
Other intangible assets		187,688
Other assets		175,314
Total assets		<u>\$2,132,187</u>

LIABILITIES

Deposits:

In domestic offices	506
Noninterest-bearing	506
Interest-bearing	0
Not applicable	
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased	0
Securities sold under agreements to repurchase	0
Trading liabilities	0
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	268,691
Not applicable	
Not applicable	
Subordinated notes and debentures	0
Other liabilities	228,471
Total liabilities	497,668
Not applicable	

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,000
Surplus (exclude all surplus related to preferred stock)	1,121,520
Not available	
Retained earnings	506,347
Accumulated other comprehensive income	5,652
Other equity capital components	0
Not available	
Total bank equity capital	1,634,519
Noncontrolling (minority) interests in consolidated subsidiaries	0
Total equity capital	1,634,519
Total liabilities and equity capital	<u>2,132,187</u>

I, Karen Bayz, CFO and Managing Director of the above-named bank do hereby declare that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true to the best of my knowledge and belief.

Karen Bayz) CFO and Managing Director

We, the undersigned directors (trustees), attest to the correctness of the Report of Condition (including the supporting schedules) for this report date and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Timothy Vara, President)
Frank P. Sulzberger, MD) Directors (Trustees)
William D. Lindelof, MD)

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UNITED STATES
 SECURITIES AND EXCHANGE COMMISSION
 Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
 UNDER THE TRUST INDENTURE ACT OF 1939 OF A
 CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
 ELIGIBILITY OF A TRUSTEE PURSUANT TO
 SECTION 305(b)(2)

 THE BANK OF NEW YORK MELLON
 (Exact name of trustee as specified in its charter)

New York (Jurisdiction of incorporation if not a U.S. national bank)	13-5160382 (I.R.S. employer identification no.)
--	---

One Wall Street, New York, N.Y. (Address of principal executive offices)	10286 (Zip code)
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 Bank of America Corporation
 (Exact name of obligor as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	56-0906609 (I.R.S. employer identification no.)
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Bank of America Corporate Center 100 North Tryon Street Charlotte, North Carolina (Address of principal executive offices)	28255 (Zip code)
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 Guarantee of Trust Securities of NB Capital Trust II
 (Title of the indenture securities)

=====

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By: /S/ Sherma Thomas
Name: Sherma Thomas
Title: Senior Associate

Consolidated Report of Condition of
 THE BANK OF NEW YORK MELLON
 of One Wall Street, New York, N.Y. 10286
 And Foreign and Domestic Subsidiaries,
 a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000
Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma

□

Directors

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York (Jurisdiction of incorporation if not a U.S. national bank)	13-5160382 (I.R.S. employer identification no.)
One Wall Street, New York, N.Y. (Address of principal executive offices)	10286 (Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	56-0906609 (I.R.S. employer identification no.)
Bank of America Corporate Center 100 North Tryon Street Charlotte, North Carolina (Address of principal executive offices)	28255 (Zip code)

Guarantee of Trust Securities of NB Capital Trust III
(Title of the indenture securities)

=====

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

-
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By: /S/ Sherma Thomas

Name: Sherma Thomas

Title: Senior Associate

Consolidated Report of Condition of
 THE BANK OF NEW YORK MELLON
 of One Wall Street, New York, N.Y. 10286
 And Foreign and Domestic Subsidiaries,
 a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000
Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:

In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money: (includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma



Directors

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York
(Jurisdiction of incorporation
if not a U.S. national bank) 13-5160382
(I.R.S. employer
identification no.)

One Wall Street, New York, N.Y.
(Address of principal executive offices) 10286
(Zip code)

Bank of America Corporation
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization) 56-0906609
(I.R.S. employer
identification no.)

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina
(Address of principal executive offices) 28255
(Zip code)

Guarantee of Trust Securities of NB Capital Trust IV
(Title of the indenture securities)

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1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).
4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

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6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).
 7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 22nd day of March, 2012.

THE BANK OF NEW YORK MELLON

By: /S/ Sherma Thomas

Name: Sherma Thomas

Title: Senior Associate

Consolidated Report of Condition of
 THE BANK OF NEW YORK MELLON
 of One Wall Street, New York, N.Y. 10286
 And Foreign and Domestic Subsidiaries,
 a member of the Federal Reserve System, at the close of business December 31, 2011, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,285,000
Interest-bearing balances	118,033,000
Securities:	
Held-to-maturity securities	3,521,000
Available-for-sale securities	74,417,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	23,000
Securities purchased under agreements to resell	603,000
Loans and lease financing receivables:	
Loans and leases held for sale	10,000
Loans and leases, net of unearned income	27,101,000
LESS: Allowance for loan and lease losses	374,000
Loans and leases, net of unearned income and allowance	26,727,000
Trading assets	5,841,000
Premises and fixed assets (including capitalized leases)	1,208,000
Other real estate owned	12,000
Investments in unconsolidated subsidiaries and associated companies	988,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,415,000
Other intangible assets	1,615,000
Other assets	13,507,000
Total assets	<u>256,205,000</u>

LIABILITIES

Deposits:	
In domestic offices	127,980,000
Noninterest-bearing	91,500,000
Interest-bearing	36,480,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	85,660,000
Noninterest-bearing	2,710,000
Interest-bearing	82,950,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	2,166,000
Securities sold under agreements to repurchase	1,010,000
Trading liabilities	7,283,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,877,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	8,465,000
Total liabilities	<u>237,946,000</u>

EQUITY CAPITAL

Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,607,000
Retained earnings	8,450,000
Accumulated other comprehensive income	-1,283,000
Other equity capital components	0
Total bank equity capital	17,909,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	<u>18,259,000</u>
Total liabilities and equity capital	<u>256,205,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma

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Directors
