

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported):
December 15, 2008

BANK OF AMERICA CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State of Incorporation)

1-6523
(Commission File Number)

56-0906609
(IRS Employer Identification No.)

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

(704) 386-5681
(Registrant's telephone number, including area code)

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

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

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

ITEM 8.01. OTHER EVENTS.

Pursuant to the Registrant's Medium-Term Note Program, Series L, on December 18, 2008 the Registrant sold an additional \$1,500,000,000 aggregate principal amount of the Registrant's 3.125% Senior Notes, due June 2012 (the "Notes"), which together with the \$6,750,000,000 aggregate principal amount of such notes issued on December 4, 2008 will constitute a single series of the Registrant's 3.125% Senior Notes, due June 2012. The Notes are guaranteed by the Federal Deposit Insurance Corporation (the "FDIC") pursuant to the FDIC's Temporary Liquidity Guarantee Program established pursuant to 12 C.F.R. Part 370.

On December 15, 2008, the Registrant entered into a Written Terms Agreement (the "Terms Agreement") with the initial purchasers named therein (the "Initial Purchasers") for the Notes. The terms of the offering of the Notes are described in the Registrant's Pricing Supplement dated December 15, 2008 to the Prospectus Supplement dated April 10, 2008, supplementing the Prospectus dated May 5, 2006 constituting a part of the Registrant's Registration Statement on Form S-3, Registration No. 333-133852. The Terms Agreement is attached as Exhibit 1.1 hereto.

A form of the Notes is attached as Exhibit 4.1 hereto.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits.

The following exhibits are filed herewith:

<u>EXHIBIT NO.</u>	<u>DESCRIPTION OF EXHIBIT</u>
1.1	Written Terms Agreement dated as of December 15, 2008 between the Registrant and the Initial Purchasers with respect to the issuance and sale of the Notes.
4.1	Form of the Notes.

SIGNATURES

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

BANK OF AMERICA CORPORATION

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

Dated: December 18, 2008

INDEX TO EXHIBITS

<u>Exhibit No.</u>	
1.1	Written Terms Agreement dated as of December 15, 2008 between the Registrant and the Initial Purchasers with respect to the issuance and sale of the Notes.
4.1	Form of the Notes.

**BANK OF AMERICA CORPORATION
WRITTEN TERMS AGREEMENT**

Reopening
\$1,500,000,000 3.125% Senior Notes, due June 2012 (the "Notes")
Guaranteed Under the FDIC's Temporary Liquidity Guarantee Program

December 15, 2008

To: Banc of America Securities LLC
HSBC Securities (USA) Inc.
Cabrera Capital Markets, LLC
Loop Capital Markets, LLC
(the "Initial Purchasers")

c/o: Banc of America Securities LLC
One Bryant Park
New York, New York 10036

Re: Bank of America Corporation (the "Company") Medium-Term Note Program, Series L (the "Program"); Reopening of 3.125% Senior Notes, due June 2012

Ladies and Gentlemen:

This Agreement is supplemental to the Distribution Agreement (the "Distribution Agreement") dated as of April 10, 2008, as supplemented, among the Company and the Selling Agents party thereto. Pursuant to the Distribution Agreement, the Initial Purchasers shall purchase the Notes, as principals, in accordance with the terms hereof. All capitalized terms not defined herein shall have the meanings set forth in the Distribution Agreement.

The terms of the Notes shall be as set forth in the form of Pricing Supplement attached to this Agreement as Exhibit A-1 (the "Pricing Supplement") and in the form of Final Term Sheet attached to this Agreement as Exhibit A-2. For purposes of this Agreement and the Distribution Agreement, (a) the "Disclosure Package" shall also include, in addition to the documents referenced in the Distribution Agreement, the Final Term Sheet and (b) the "Initial Sale Time" for the Notes shall be 5:40 p.m. on December 15, 2008. The Notes will be consolidated and form a single series with the 3.125% Senior Notes, due June 2012 issued by the Company on December 4, 2008.

The Notes are intended to constitute "FDIC-guaranteed debt," as such term is defined in 12 C.F.R. § 370.2(i). All references herein to the "TLG Program" are to the regulations of the Federal Deposit Insurance Corporation (the "FDIC") at 12 C.F.R. Part 370 and any amendments or additional rules and regulations of the FDIC promulgated in connection with the TLG Program under the FDIC's Temporary Liquidity Guarantee Program.

1. Appointment of New Selling Agents.

This Agreement hereby appoints each Initial Purchaser that is not a party to the Distribution Agreement as a new Selling Agent (each a "New Selling Agent") in accordance with the provisions of Section 1(f) of the Distribution Agreement for the purposes of the issue of the Notes. Each New

Selling Agent has delivered to the Company its address for notice hereunder, and under the Distribution Agreement and the Administrative Procedures, as set forth in Exhibit B hereto.

In consideration of the Company appointing the New Selling Agents as Selling Agents in respect of the Notes under the Distribution Agreement, each New Selling Agent hereby undertakes, for the benefit of the Company and each of the other Selling Agents, that it will perform and comply with all the duties and obligations to be assumed by a Selling Agent under the Distribution Agreement, a copy of which it acknowledges it has received from the Company. Notwithstanding anything contained in the Distribution Agreement, each of the New Selling Agents shall be vested with all authority, rights, powers, duties and obligations of a Selling Agent in relation to the issue of the Notes as if originally named as a Selling Agent under the Distribution Agreement, provided that following the Settlement Date (as defined below) of the Notes, each of the New Selling Agents shall have no further such authority, rights, powers, duties or obligations, except such as may have accrued or been incurred prior to, or in connection with, the issuance of the Notes.

2. Additional Representations and Warranties.

- (a) Distribution Agreement and Terms Agreement. Each of the Distribution Agreement and 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) Indentures and the Notes. The Senior Indenture applicable to the Notes (including the Fifth Supplemental Indenture to the Senior Indenture, dated December 1, 2008) has been duly authorized, executed and delivered by the Company, has been duly qualified under the Trust Indenture Act, and, assuming due authorization, execution and delivery by the Trustee, constitutes a legal, valid, and binding instrument 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 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; the Notes have been duly authorized and, when, completed, executed and authenticated in accordance with the provisions of the applicable Indenture and delivered to and paid for by the Selling Agents pursuant to the Distribution Agreement and this Agreement, will constitute legal, valid and binding obligations of the Company entitled to the benefits of the applicable Indenture and enforceable against the Company in accordance with their 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 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.

(c) Merrill Lynch Merger.

- (i) The preliminary unaudited pro forma condensed combined financial data of the Company and Merrill Lynch & Co., Inc. ("Merrill") and the related notes thereto included in or incorporated by reference in the Registration Statement have been prepared in accordance with the Commission's rules and guidelines with respect to pro forma financial statements and have been properly presented on the basis described therein, and the assumptions used in the preparation thereof are reasonable and the adjustments used therein are appropriate to give effect to the transactions referred to therein.
- (ii) The certain Agreement and Plan of Merger by and between Merrill and the Company dated as of September 15, 2008 (the "Merger Agreement"), has been duly authorized, executed and delivered by the Company and constitutes a valid and binding agreement of the Company and is enforceable against the Company in accordance with its terms; the Company is not in default under, nor has the Company breached or violated, the Merger Agreement in any manner; to the knowledge of the Company, no other party to the Merger Agreement is in default thereunder and no other party to such agreement has breached or violated such agreement in any manner.

(d) TLG Program.

- (i) The Company is an "eligible entity" (as defined under Section 370.2(a) of the TLG Program) and is a "participating entity" (as defined in Section 370.2(g)(1) of the TLG Program). Neither the Issuer nor any of its subsidiaries has opted out of the TLG Program pursuant to the terms thereof.
- (ii) The Notes are "senior unsecured debt" (as defined in Section 370.2(e)(1) of the TLG Program) and "FDIC-guaranteed debt" (as defined in Section 370.2(i) of the TLG Program).
- (iii) As of the date hereof, the maximum amount of outstanding senior unsecured debt of the Company and its subsidiaries that may be guaranteed under the TLG Program is approximately \$50,470,000,000 and the issuance of the Notes will not result in a breach of such maximum amount.
- (iv) The Company has not received any notification to the effect that the FDIC has reduced the limit of the debt of the Company and its subsidiaries that may be guaranteed under Section 370.3(b)(6) of the TLG Program, or that the FDIC has terminated the Company's participation in the TLG Program.
- (v) The Master Agreement between the Issuer and the FDIC required by the TLG Program (the "Master Agreement") has been duly authorized, executed and delivered by the Company, and, upon due execution by the FDIC, will constitute the 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 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); the Company is not in default under, nor has the Company breached or violated, the Master Agreement in any manner; and to the knowledge of the Company, the FDIC is not in default under and has not breached or violated the Master Agreement in any manner.

3. Additional Covenants of the Company.

- (a) Notice of Certain Events. The Company will notify the Selling Agents immediately of the receipt by the Company of any notification with respect to the suspension of the qualification of the Notes for sale in any jurisdiction as described in Section 3(k) of the Distribution Agreement or the initiation or threatening of any proceeding for such purpose.
- (b) Review of Proposed Amendments and Supplements. During the Prospectus Delivery Period, prior to amending or supplementing the Registration Statement, the Base Prospectus, the Prospectus or the Disclosure Package (except with respect to a filing required under the Exchange Act), the Company shall furnish to the Selling Agents a copy of each such proposed amendment or supplement for review, and the Company shall not file or use any such proposed amendment or supplement to which the Selling Agents reasonably object.
- (c) Registration Statement Renewal Deadline. If immediately prior to the third anniversary (the “Renewal Deadline”) of the initial effective date of the Registration Statement, any of the Notes remain unsold by the Selling Agents, the Company will file, prior to the Renewal Deadline, if it has not already done so and is eligible to do so, a new automatic shelf registration statement relating to the Notes, in a form reasonably satisfactory to the Selling Agents. If the Company is no longer eligible to file an automatic shelf registration statement, the Company will file, prior to the Renewal Deadline, if it has not already done so, a new shelf registration statement relating to the Notes, in a form reasonably satisfactory to the Selling Agents, and will use its reasonable efforts to cause such registration statement to be declared effective within 60 days after the Renewal Deadline. The Company will take all other reasonable action necessary or appropriate to permit the public offering and sale of the Notes to continue as contemplated in the expired registration statement relating to such Notes. References in the Distribution Agreement and herein to the Registration Statement shall include such new automatic shelf registration statement or such new shelf registration statement, as the case may be.
- (d) Notice of Inability to Use Automatic Shelf Registration Statement Form. If at any time during the Prospectus Delivery Period the Company receives from the Commission a notice pursuant to Rule 401(g)(2) under the Securities Act or otherwise ceases to be eligible to use the automatic shelf registration statement form, the Company will (i) promptly notify the Selling Agents, (ii) promptly file a new registration statement or post-effective amendment on the proper form relating to the Notes, in a form reasonably satisfactory to the Selling Agents, (iii) use every reasonable effort to cause such registration statement or post-effective amendment to be declared effective and (iv) promptly notify the Selling Agents of such effectiveness. The Company will take all other reasonable action necessary or appropriate to permit the public offering and sale of the Notes to continue as contemplated in the registration statement that was the subject of the Rule 401(g)(2) notice or for which the Company has otherwise become ineligible. References in the Distribution Agreement and herein to the Registration Statement shall include such new registration statement or post-effective amendment, as the case may be.

-
- (e) Earnings Statement. The Company will make generally available to its security holders and to the Selling Agents as soon as practicable, but not later than 60 days after the close of the period covered thereby, an earnings statement (in form complying with the provisions of Section 11(a) of the Securities Act and Rule 158 under the Securities Act) covering a twelve-month period beginning not later than the first day of the Company's fiscal quarter next following the "effective date" (as defined in such Rule 158) of the Registration Statement.
- (f) Restriction on Certain Issuances. Until the business day (in New York, New York and Charlotte, North Carolina) following the Settlement Date of the Notes, the Company will not, without the consent of the Selling Agents, offer or sell, or announce the offering of, any securities covered by the Registration Statement or by any other registration statement filed under the Securities Act; provided, however, the Company may, at any time, offer or sell or announce the offering of securities (i) covered by a registration statement on Form S-8 or Form S-4 or (ii) covered by a registration statement on Form S-3 (including the Registration Statement) and (A) pursuant to which the Company sells securities under one of the Company's medium-term note programs (including, without limitation, the Company's Series L Medium-Term Note Program and the Company's InterNotes Program), (B) pursuant to which the Company issues securities for its dividend reinvestment plan, (C) pursuant to which affiliates of the Company offer securities of the Company in secondary market transactions, or (D) pursuant to which the Company issues notes, securities of an affiliated trust, depositary shares or preferred stock in an underwritten offering in which the lead manager is Banc of America Securities LLC.
- (g) TLG Program.
- (i) The Company will promptly send a copy to the Initial Purchasers of any notice sent to the FDIC in connection with the issuance of the Notes.
 - (ii) Except to the extent permitted by Section 370.3(h) of the TLG Program, the Company will not issue FDIC-guaranteed debt in excess of the maximum amount provided by Section 370.3(b) of the TLG Program.
 - (iii) The Company will not use the net proceeds from the issuance of the Notes to prepay any indebtedness that is not FDIC-guaranteed.
 - (iv) The Company has complied, and will comply, in all material respects with the TLG Program, including (1) payment of all required fees and assessments, including those under Section 370.6, (2) providing all required notifications to the FDIC, including those required under Section 370.8, (3) the record-keeping requirements provided by Section 370.9 of the TLG Program and (4) the terms and conditions of the Master Agreement.
 - (v) Neither the Company nor any of its subsidiaries has or will take any action to opt out of the TLG Program, that would cause the FDIC's guarantee of the Notes to be voided, that would result in the removal of the Company from the TLG Program, or that would be in contravention of the TLG Program.

-
4. Obligations.
- (a) Subject to the terms and conditions of the Distribution Agreement and this Agreement, the Company hereby agrees to issue the Notes and the Initial Purchasers severally agree to purchase and pay for the Notes on the Settlement Date according to their respective Commitments (as defined below) at the purchase price set forth on the cover page of the Pricing Supplement.
- For the purpose of this Agreement, "Commitment" means, in relation to an Initial Purchaser, the amount set forth opposite its name in Schedule 1, to the extent not reduced or terminated under this Agreement.
- (b) The obligations of each Initial Purchaser under this Agreement are several and independent and:
- (i) subject to the provisions of Section 11 of the Distribution Agreement, the failure of one or more of the Initial Purchasers to perform its obligations shall not relieve the other Initial Purchasers of their respective obligations or the Company of its obligations to the other Initial Purchasers, under this Agreement; and
- (ii) no Initial Purchaser shall be responsible for or liable in respect of any breach of the obligations or warranties of any other Initial Purchaser under this Agreement.
5. For the purposes of this Agreement:
- (a) the sum payable on the Settlement Date by the Initial Purchasers for the Notes shall be \$1,526,085,000 plus an aggregate \$1,822,916.67 of accrued interest, for a total of \$1,527,907,916.67.
- (c) "Settlement Date" means 9:30 a.m. (Charlotte time) on December 18, 2008, or such other time and/or date as the Company and Banc of America Securities LLC ("BAS"), on behalf of the Initial Purchasers, may agree. The closing of the offering contemplated hereby shall be held at the offices of McGuireWoods LLP, counsel for the Company, or at such other location as shall be agreed by the Company and BAS, on behalf of the Initial Purchasers. Delivery of the Notes shall be made to BAS for the respective accounts of the several Initial Purchasers against payment by the several Initial Purchasers through BAS of the purchase price thereof. Unless otherwise agreed, the Notes shall be in book-entry only form, deposited with The Depository Trust Company ("DTC") or a custodian for DTC and registered in the name of Cede & Co., as nominee for DTC.
6. The obligations of the Initial Purchasers to purchase the Notes is conditional upon:
- (a) the conditions set forth in Section 4 of the Distribution Agreement being satisfied as of the Settlement Date;
- (b) the delivery to the Initial Purchasers on the Settlement Date of:
- (i) legal opinions addressed to the Initial Purchasers dated the Settlement Date in form and substance satisfactory to BAS, on behalf of the Initial Purchasers:

-
- (A) McGuireWoods LLP, counsel for the Company, in substantially the form attached hereto as Exhibit C hereto;
 - (B) the General Counsel of the Company (or such other attorney, reasonably acceptable to counsel to the Initial Purchasers, who exercises general supervision or review in connection with securities law matters for the Company), in substantially the form attached hereto as Exhibit D hereto; and
 - (C) Morrison & Foerster LLP, counsel for the Initial Purchasers, in substantially the form attached hereto as Exhibit E hereto.
- (ii) a certificate dated as of the Settlement Date, from the Company, as contemplated by Section 4(c) of the Distribution Agreement, with respect to the Registration Statement, the Prospectus, the Disclosure Package and the Distribution Agreement, as supplemented by this Agreement;
 - (iii) (A) a letter from the Company's independent registered public accounting firm, as described in Section 4(d) of the Distribution Agreement, in form and substance reasonably satisfactory to the Initial Purchasers and their counsel, with respect to the Registration Statement and the Prospectus (including the pro forma financial statements arising from the Merger Agreement) and (B) a letter from Merrill's independent registered public accounting firm, in form and substance reasonably satisfactory to the Initial Purchasers and their counsel, with respect to the Registration Statement and the Prospectus, in each case which letter may take the form of a bring-down letter relating to the letter delivered by such independent registered public accounting firm to the Initial Purchasers on December 1, 2008; and
 - (iv) all such other documents as may be required reasonably by BAS, on behalf of the Initial Purchasers, to satisfy all such other conditions precedent.

If any of the foregoing conditions is not satisfied on or before the Settlement Date, this Agreement shall terminate on such date and the parties hereto shall be under no further liability arising out of this Agreement (except for the liability of the Company in relation to expenses as provided in the Distribution Agreement and except for any liability arising before or in relation to such termination), provided that BAS, on behalf of the Initial Purchasers, may in its discretion waive any of the aforesaid conditions or any part of them.

7. Expenses.

The Company will pay all expenses incident to the performance of its obligations under this Agreement, including:

- (a) The preparation, printing, delivery to the Selling Agents and filing of the Registration Statement, each product supplement, the Base Prospectus and the Prospectus and any amendments or supplements thereto and any Issuer Free Writing Prospectus;
- (b) The preparation, filing and reproduction of this Agreement;

-
- (c) The preparation, printing, issuance and delivery of the Notes to the Selling Agents, including capital duties, stamp duties and transfer taxes, if any, payable upon issuance of any of the Notes, the sale of the Notes to the Selling Agents and the fees and expenses of any transfer agent or trustee for the Notes;
 - (d) The fees and expenses of counsel to any such transfer agent or trustee;
 - (e) The fees and disbursements of the Company's accountants and counsel, of the Trustees and their counsel, and of any registrar, transfer agent, paying agent or calculation agent;
 - (f) The qualification of the Notes under state securities or insurance laws in accordance with the provisions of Section 3(l) of the Distribution Agreement, including filing fees and the reasonable fees and disbursements of counsel for the Selling Agents in connection therewith and in connection with the preparation, printing, reproduction and delivery to the Selling Agents of any survey of the U.S. state securities laws governing the offering of the Notes;
 - (g) The preparation, printing, reproduction and delivery to the Selling Agents of copies of the Indentures and all supplements and amendments thereto;
 - (h) Any fees charged by rating agencies for the rating of the Notes;
 - (i) With prior Company approval, the fees and expenses incurred in connection with the listing of the Notes on any securities exchange;
 - (j) The fees and expenses, if any, incurred with respect to any filing with FINRA;
 - (k) The fees and expenses of any depository and any nominees thereof in connection with the Notes; and
 - (l) The fees and assessments relating to the TLG Program.

If the sale of any of the Notes provided for herein is not consummated because any condition to the obligations of the Selling Agents set forth in Section 6 hereof is not satisfied or because of any refusal, inability or failure on the part of the Company to perform any agreement herein or comply with any provision hereof other than by reason of a default by any of the Selling Agents, the Company will reimburse the Selling Agents severally upon demand for all out-of-pocket expenses (including reasonable fees and disbursements of counsel) that shall have been incurred by them in connection with the proposed purchase and sale of such Notes.

8. Default by a Selling Agent.

If any one or more Selling Agents shall fail to purchase and pay for any of the Notes agreed to be purchased by such Selling Agent or Selling Agents hereunder and such failure to purchase shall constitute a default in the performance of its or their obligations under the Distribution Agreement and/or this Agreement, the remaining Selling Agents shall be obligated severally to take up and pay for (in the respective proportions which they have agreed to purchase such Notes, as the case may be, bear to the aggregate amount of Notes agreed to be purchased by all the remaining Selling Agents) the Notes which the defaulting Selling Agent or Selling Agents agreed but failed to purchase; provided, however, that in the event that the aggregate amount of Notes which the defaulting Selling Agent or Selling Agents agreed but failed to purchase shall exceed 10% of the aggregate amount of Notes that

the Selling Agents have agreed to purchase, the remaining Selling Agents shall have the right to purchase all, but shall not be under any obligation to purchase any, of such Notes, and if such non-defaulting Selling Agents do not purchase all such Notes, the agreement of the Selling Agents to purchase such Notes will terminate without liability to any non-defaulting Selling Agent or the Company. In the event of a default by any Selling Agent as set forth in this Section 8, the Settlement Date shall be postponed for such period, not exceeding seven days, as Banc of America Securities LLC shall determine in order that the required changes in the Disclosure Package or the Pricing Supplement or in any other documents or arrangements may be effected. Nothing contained in the Distribution Agreement or this Agreement shall relieve any defaulting Selling Agent of its liability, if any, to the Company and any non-defaulting Selling Agent for damages occasioned by its default.

9. Counterparts.

This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement and any party may enter into this Agreement by executing a counterpart.

10. Governing Law.

This Agreement will be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to principles of conflict of laws.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company and the several Initial Purchasers.

Very truly yours,

For: BANK OF AMERICA CORPORATION

By: /s/ B. KENNETH BURTON, JR.

Name: B. Kenneth Burton, Jr.

Title: Senior Vice President

The foregoing Agreement is
hereby confirmed and accepted
as of the date specified above:

By: BANC OF AMERICA SECURITIES LLC

By: /s/ LILY CHANG

Name: Lily Chang

Title: Principal

For itself and the other
several Initial Purchasers

SCHEDULE 1 TO WRITTEN TERMS AGREEMENT**Commitments**

<u>Name of Initial Purchaser</u>	<u>Principal Amount of the Notes</u>
Banc of America Securities LLC	\$ 1,335,000,000
HSBC Securities (USA) Inc.	\$ 150,000,000
Loop Capital Markets, LLC	\$ 7,500,000
Cabrera Capital Markets, LLC	\$ 7,500,000
Total	\$ 1,500,000,000

EXHIBIT A-2 TO WRITTEN TERMS AGREEMENT: FINAL TERM SHEET

BANK OF AMERICA CORPORATION

\$1,500,000,000

MEDIUM-TERM NOTES, SERIES L

REOPENING OF 3.125% SENIOR NOTES, DUE JUNE 2012

GUARANTEED UNDER THE FDIC'S TEMPORARY LIQUIDITY GUARANTEE PROGRAM

FINAL TERM SHEET

Dated December 15, 2008

Issuer:	Bank of America Corporation
Ratings of this Series of Guaranteed Notes:	Aaa (Moody's)/AAA (S&P)/AAA (Fitch)
Title of the Series:	3.125% Senior Notes, due June 2012
Aggregate Principal Amount Initially Issued on December 4, 2008:	\$6,750,000,000
Aggregate Principal Amount to Be Issued in Reopening on December 18, 2008:	\$1,500,000,000
Total Aggregate Principal Amount, After Giving Effect to Reopening:	\$8,250,000,000
Issue Price:	102.039% (plus accrued interest)
Trade Date of Reopening:	December 15, 2008
Settlement Date of Reopening:	December 18, 2008 (DTC)
Maturity Date:	June 15, 2012
Ranking:	Senior
Minimum Denominations:	\$2,000 and multiples of \$1,000 in excess of \$2,000.

Day Count Fraction:	30/360
Interest Rate:	3.125%
Interest Payment Dates:	June 15 and December 15 of each year, beginning June 15, 2009.
Interest Periods:	Semi-annual
Treasury Benchmark:	U.S. Treasury 1.125% due December 15, 2011
Treasury Yield:	1.011%
Spread to Treasury Benchmark:	+ 150 bps
Guarantee:	<p><i>This debt is guaranteed under the Federal Deposit Insurance Corporation's Temporary Liquidity Guarantee Program and is backed by the full faith and credit of the United States. The details of the FDIC guarantee are provided in the FDIC's regulations, 12 CFR Part 370, and at the FDIC's website, www.fdic.gov/tlgp. The expiration date of the FDIC's guarantee is the earlier of the maturity date of the debt or June 30, 2012.</i></p> <p>Additional details relating to the guarantee are also set forth below.</p>
Optional Redemption:	None
Listing:	None
Lead Manager and Sole Book-Runner:	Banc of America Securities LLC
Joint Lead Manager:	HSBC Securities (USA) Inc.
Co-Managers:	Loop Capital Markets, LLC Cabrera Capital Markets, LLC
CUSIP:	06050BAA9
ISIN:	US06050BAA98

FDIC Guarantee

This section provides summary information regarding the guarantee of the notes by the Federal Deposit Insurance Corporation (the “FDIC”). The details of the FDIC’s guarantee are provided in the FDIC’s regulations, 12 CFR Part 370, and at the FDIC’s website, www.fdic.gov/tlgp. The regulations governing the guarantee and the terms and conditions of the guarantee are subject to change. These regulations, terms and conditions are subject to the interpretation of the FDIC, which also may change. The following information is based on the final regulations adopted effective November 21, 2008. The internet address provided for the FDIC’s website is included as an inactive textual reference only. The information on the FDIC’s website shall not be deemed to be incorporated by reference in this term sheet.

TLG Program. On October 14, 2008, the FDIC created the Temporary Liquidity Guarantee Program (the “TLG Program”), and the FDIC adopted final rules related to the TLG Program effective November 21, 2008. Under the TLG Program, the FDIC will guarantee the newly-issued senior unsecured debt of participating eligible entities, including insured depository institutions and eligible holding companies of insured depository institutions. We are an eligible entity under the program, and a participant under the TLG Program. As a participant, our senior unsecured debt may be guaranteed by the FDIC if it satisfies the program’s criteria. From time to time, we may issue debt securities that are not eligible for the FDIC guarantee and that will not be guaranteed. We will provide purchasers of our debt instruments with a written statement indicating if the debt instruments we are offering are FDIC-guaranteed under the TLG Program.

As a participant in the TLG Program, we are eligible to issue FDIC-guaranteed notes up to an issuance limit, provided we comply with the terms and conditions of the program, including payment of fees, delivery of notice to the FDIC of issuance of guaranteed debt, providing certain disclosures, and certification to the FDIC that such issuance is within our issuance limit. As required by the TLG Program, we have entered into a master agreement with the FDIC that governs certain aspects of the program. If we are not in compliance with the TLG Program, we would be unable to issue additional FDIC-guaranteed debt; however, the outstanding notes would not lose the benefit of the FDIC guarantee. The TLG Program guarantees eligible debt issued through June 30, 2009.

Guarantee. The notes are our senior unsecured debt obligations, are guaranteed by the FDIC under the TLG Program, and are backed by the full faith and credit of the United States. If we fail to pay interest or principal when due on the notes, the FDIC will pay holders of those notes the unpaid, then due amount of interest or principal. An event of default under the senior indenture, including a payment default, will not entitle the holders of the notes or the senior trustee to accelerate the maturity of the notes for so long as we or the FDIC are making timely payments of interest and principal.

Use of Proceeds. Under the TLG Program, we may not use the proceeds from the offering of the notes to prepay indebtedness that is not guaranteed by the FDIC.

Claims Process. We have appointed the senior trustee as the authorized representative to take action on behalf of holders of the notes under the guarantee. The authorized representative has agreed to make a demand of the FDIC upon our failure to pay interest or principal on the notes when due. As provided in the FDIC’s regulations, a holder will also have the option to elect not to be represented by the authorized representative. Upon our failure to pay interest or principal, the authorized representative and a holder that has elected not to be so represented must follow the FDIC’s required procedures for making a demand under the guarantee.

In addition to the procedures described below, the authorized representative will be required when making a demand, to the extent not previously provided in the master agreement, to provide the FDIC

with information regarding its authority, including: its financial and organizational capacity to act as representative, its exclusive authority to act on behalf of each noteholder and its fiduciary responsibility to the noteholders when acting as such, as established by the senior indenture, and its authority to make the assignment of each noteholder's right, title, and interest in the notes to the FDIC.

Any demand under the guarantee must be accompanied by a proof of claim, satisfactory in form and content to the FDIC, which includes evidence of the occurrence of a payment default and the claimant's ownership of the applicable notes. The claimant must provide to the FDIC an assignment, satisfactory in form and content to the FDIC, of the noteholder's right, title and interest in the notes to the FDIC and the transfer to the FDIC of any claim in any insolvency proceeding against us. The assignment must also grant to the FDIC the right to receive any and all distributions on the note from the proceeds of any bankruptcy. If a holder receives a payment on a note from a bankruptcy, any obligation of the FDIC under the guarantee would be reduced proportionally. Demands must be made by the authorized representative or by a holder that elects not to be represented by the authorized representative within 60 days of the occurrence of the payment default.

Upon payment by the FDIC of any amount under the guarantee, the FDIC will be subrogated to the rights of the recipient noteholder against us, including in respect of any insolvency proceeding, to the extent of such payment.

Indenture Supplement. In addition to the appointment of the senior trustee as authorized representative for the holders of the notes, the master agreement requires additional provisions that are included in a supplement to the senior indenture that will govern the notes, including:

- the FDIC's written consent will be required to amend or waive any provision in the senior indenture related to principal, interest, payment, default, or ranking;
- the FDIC will be subrogated to all of the rights of the holders and the senior trustee as authorized representative, against us in respect of any amounts paid to or for the benefit of the holders by the FDIC under the guarantee;
- authorization by the holders to the authorized representative to assign to the FDIC, at the time the FDIC commences making payments under the guarantee, the right to receive payments on behalf of the holders;
- agreement by the holder that it will cause the notes to be surrendered to the FDIC upon the FDIC's payment in full of the outstanding principal and accrued interest to the date of repayment;
- we and the authorized representative will agree to provide the FDIC notice, within one business day, of any default in the payment of interest or principal, without regard to any applicable cure period; and
- we agree to reimburse the FDIC for any guarantee payments made, with interest on any such amount owed at the stated rate for the notes, plus 1%, and to reimburse the FDIC for reasonable expenses, which agreement ranks *pari passu* with the notes.

Supplemental Risk Factors

For more information regarding risks that may materially affect our business and results, please refer to the information under the caption “Item 1A. Risk Factors,” in our Annual Report on Form 10-K for the year ended December 31, 2007, and the information under the caption “Item 1A. Risk Factors,” in our quarterly Report on Form 10-Q for the quarter ended September 30, 2008.

If we fail to make a payment of interest or principal on FDIC-guaranteed notes, your notes will be governed by the rules of the FDIC’s guarantee program.

If we fail to make a payment of interest or principal, you will be required to follow the regulations of the TLG Program, which supersede your rights under the senior indenture as described in the prospectus for the notes. We have appointed the senior trustee as authorized representative under a supplemental indenture for the notes. The authorized representative will be responsible, upon our failure to make a required payment of interest or principal, to make a demand of the FDIC under the guarantee. In addition, any holder may elect to not be so represented, as provided by the terms of the TLG Program. If a holder makes the decision to represent itself under the applicable regulations, it will be required to provide the proof of claim and other documentation, in form and content satisfactory to the FDIC, necessary to receive payment under the guarantee. If a demand is not made under the TLG Program by the authorized representative within 60 days of our failure to pay interest or principal, the obligations of the FDIC will terminate as to the notes and the holder will have no rights against the FDIC to the guaranteed amount.

Payments by the FDIC under its guarantee may be delayed.

There is no designated period within which the FDIC is required to make the guarantee payments after it receives the required written demand. As a result, if the FDIC is required to make such payments, they could be paid at a time that is significantly later than the date that the payment is otherwise due under the terms of the notes.

The determination of the FDIC on any matter related to the FDIC claims process will be final and binding on you and us, subject to judicial review.

The determination by the FDIC on any matter relating to the FDIC claims process will be a final administrative determination, which will be final and binding on all concerned, including the holders of the notes. Holders of the notes will have the right to challenge the FDIC’s determination only by commencing an action in the U.S. District Court for the District of Columbia or the United States District Court for the Western District of North Carolina within 60 days after the FDIC makes its determination.

The TLG Program is new and is subject to change.

The TLG Program is a new program, and was enacted under final rules that the FDIC adopted effective November 21, 2008. To date, no claims have been made or paid under the TLG Program, and the FDIC’s procedures under the program have not yet been fully documented. The rules governing the TLG Program may be amended, and are subject to evolving interpretation by the FDIC after the date of this term sheet. As a result, your ability to obtain payment on the notes under the FDIC’s guarantee is subject to rules, interpretations, procedures, and practices of the FDIC that could be changed at any time in the future. Any developments of this kind may be adverse to holders of the notes.

Our summary of the FDIC’s guarantee and the risks of purchasing the notes in reliance on that guarantee, as set forth in this term sheet, are based solely on the final rules adopted by the FDIC as of the

date of this term sheet. Purchasers of the notes should refer to the FDIC's website, www.fdic.gov/tlgp, for additional information about the TLG Program and related claim procedures.

* * *

Bank of America Corporation (the "Issuer") has filed a registration statement (including a pricing supplement, a prospectus supplement, and a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read those documents and the other documents that the Issuer has filed with the SEC for more complete information about the Issuer and this offering. You may obtain these documents for free by visiting EDGAR on the SEC website at www.sec.gov. Alternatively, the lead manager will arrange to send you the pricing supplement, the prospectus supplement, and the prospectus if you request them by contacting Banc of America Securities LLC, toll free at 1-800-294-1322. You may also request copies by e-mail from securities.administration@bankofamerica.com or dg.prospectus_distribution@bofasecurities.com.

**EXHIBIT B TO WRITTEN TERMS AGREEMENT: ADDRESSES OF NEW
SELLING AGENTS**

HSBC Securities (USA) Inc.
452 Fifth Avenue
New York, NY 10018

Cabrera Capital Markets, LLC
10 S. LaSalle Street
Suite 1050
Chicago, IL 60603

Loop Capital Markets, LLC
200 West Jackson Blvd.
Suite 1600
Chicago, IL 60606

**EXHIBIT C TO WRITTEN TERMS AGREEMENT:
FORM OF OPINION OF MCGUIREWOODS LLP**

1. The Company is a duly organized and validly existing corporation in good standing under the laws of the State of Delaware, has the corporate power and authority to own its properties and conduct its business as described in the Disclosure Package and the Prospectus, and is duly registered as a bank holding company under the Bank Holding Company Act of 1956, as amended. Bank of America, N.A. (the "Principal Subsidiary Bank") is a national banking association formed under the laws of the United States of America (the "United States") and authorized thereunder to transact business.
2. The Company is an "eligible entity" (as defined in Section 370.2(a) of the TLG Program), and is a "participating entity" (as defined in Section 370.2(g)(1) of the TLG Program).
3. The Senior Indenture and the Notes conform in all material respects to the descriptions thereof contained in the Disclosure Package and the Prospectus.
4. The Senior Indenture, as supplemented through the date hereof (including the Fifth Supplemental Indenture dated December 1, 2008), has been duly authorized, executed and delivered by the Company, has been duly qualified under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), and constitutes a legal, valid and binding instrument 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 further subject to 12 U.S.C. § 1818(b)(6)(D) (or any successor statute) and similar bank regulatory powers and to the application of principles of public policy; and the Notes have been duly authorized and, when executed and authenticated in accordance with the provisions of the Senior Indenture and delivered to and paid for by you pursuant to the Distribution Agreement and the Written Terms Agreement, will constitute legal, valid and binding obligations of the Company entitled to the benefits of the Senior Indenture and enforceable against the Company in accordance with their 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 further subject to 12 U.S.C. § 1818(b)(6)(D) (or any successor statute) and any similar bank regulatory powers and to the application of principles of public policy.
5. The Notes are "senior unsecured debt" (as defined in Section 370.2(e)(1) of the TLG Program) and "FDIC-guaranteed debt" (as defined in Section 370.2(i) of the TLG Program).
6. The Registration Statement was effective under the Securities Act automatically upon filing; no stop order suspending the effectiveness of the Registration Statement has been issued, and we have no knowledge that any proceedings for that purpose have been instituted or threatened or that the Company has received from the Commission any notice pursuant to Rule 401(g)(2) under the Securities Act objecting to the use of the automatic shelf registration statement form; and the Registration Statement, the Disclosure Package and the Prospectus and each amendment thereof or supplement thereto (other than the financial statements and other

financial and statistical information contained or incorporated by reference therein, as to which we express no opinion) comply as to form in all material respects with the applicable requirements of the Securities Act, the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and the Trust Indenture Act, and the respective rules and regulations thereunder.

7. The statements in the Final Term Sheet and the Pricing Supplement under the heading “FDIC Guarantee,” to the extent that they constitute summaries of the terms of U.S. federal law and regulations and agreements of the Company, fairly summarize the matters described therein in all material respects.
8. Each of the Distribution Agreement and the Written Terms Agreement has been duly authorized, executed and delivered by the Company and constitutes a legal, valid and binding agreement 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) (or any successor statute) and similar bank regulatory powers and to the application of principles of public policy.
9. The Master Agreement has been duly authorized, executed and delivered by the Company and, upon due execution by the FDIC, will constitute a valid and binding agreement of the Company and is 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 further subject to 12 U.S.C. § 1818(b)(6)(D) (or any successor statute) and similar bank regulatory powers and to the application of principles of public policy.
10. No consent, approval, authorization or order of any court or governmental agency or body in the United States is necessary or required on behalf of the Company for the consummation of the transactions contemplated in the Distribution Agreement and the Written Terms Agreement, except such as have been obtained under the Securities Act and such as may be required under the blue sky, state securities, insurance laws or similar laws of the United States in connection with your purchase and distribution of the Notes.
11. Neither the issuance and sale of the Notes, nor the consummation of any other of the transactions contemplated by the Distribution Agreement and the Written Terms Agreement nor the fulfillment of the terms thereof will conflict with, result in a breach of, or constitute a default under (a) the Company’s Amended and Restated Certificate of Incorporation or the Bylaws, as amended to date; (b) the terms of any indenture or other material agreement or instrument known to us and to which the Company or the Principal Subsidiary Bank is a party or bound; or (c) any order, law or regulation known to us to be applicable to the Company or the Principal Subsidiary Bank of any court, regulatory body, administrative agency, governmental body or arbitrator having jurisdiction over the Company or the Principal Subsidiary Bank.

12. To our knowledge, there are no rights to the registration of securities of the Company under the Registration Statement which have not been waived by the holders of such rights or which have not expired by reason of lapse of time following notification of the Company's intention to file such Registration Statement.

We have participated in conferences with officers and other representatives of the Company in connection with the preparation of the Registration Statement, the Disclosure Package and the Prospectus. As to portions of the Registration Statement, the Disclosure Package or the Prospectus consisting of financial statements and other financial, accounting and statistical information, we express no view. Although we have not independently verified, are not passing upon and assume no responsibility for the accuracy, completeness or fairness of the statements contained in the Registration Statement, the Disclosure Package or the Prospectus or any amendment or supplement thereto (other than as stated in paragraphs 3 and 7 above), nothing has come to our attention that has caused us to believe that the remaining portions of the Registration Statement or any amendment thereto as of the time it became effective, as of the Initial Sale Time or as of the date of this opinion, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading or that, subject to the foregoing with respect to financial statements and other financial, accounting and statistical information, the remaining portions of the Disclosure Package, taken as a whole as of the Initial Sale Time, contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statement therein, in light of the circumstances under which they were made, not misleading, or that, subject to the foregoing with respect to financial statements and other financial, accounting and statistical information, the remaining portions of the Prospectus, as amended or supplemented, as of its date or as of the date of this opinion, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. We also are not passing upon, and do not assume any responsibility for, ascertaining whether or when any of the information contained in the Disclosure Package was conveyed to any purchaser of the Notes.

In rendering this opinion, we are not expressing an opinion as to matters governed by the laws of any jurisdiction other than laws of the States of North Carolina and New York, the federal laws of the United States of America and the General Corporation Law of the State of Delaware, and we express no opinion as to the applicability of the laws of any other jurisdiction to the subject transaction or to the effects of such laws thereon, including, but not limited to, the laws of the European Union, and their applicability or non-applicability to the Distribution Agreement, the Written Terms Agreement or the Notes.

**EXHIBIT D TO WRITTEN TERMS AGREEMENT:
FORM OF OPINION OF IN-HOUSE CORPORATE COUNSEL OF THE COMPANY**

1. Each of the Company and Bank of America, N.A. (the "Bank") is qualified or licensed to do business as a foreign corporation in each jurisdiction in which I have knowledge that it is required to be so qualified or licensed.
2. All outstanding shares of capital stock of the Bank have been duly and validly authorized and issued and are fully paid and (except as provided in 12 U.S.C. § 55, as amended) nonassessable, and, except as set forth in the Disclosure Package and the Prospectus, all outstanding shares of capital stock of the Bank (except directors' qualifying shares) are owned beneficially, directly or indirectly, by the Company free and clear of any perfected security interest, and I am without knowledge of any other security interests, claims, liens or encumbrances.
3. I am without knowledge that there is: (a) any pending or threatened action, suit or proceeding before or by any court or governmental agency, authority or body, domestic or foreign, or any arbitrator involving the Company or any of its subsidiaries of a character required to be disclosed in the Registration Statement, the Disclosure Package or the Prospectus which is omitted or not adequately disclosed therein, or (b) any franchise, contract or other document of a character required to be described in the Registration Statement, the Disclosure Package or the Prospectus, or to be filed as an exhibit to the Registration Statement, is not so described or filed as required.

I or members of the Company's Legal Department have participated in conferences with officers and other representatives of the Company in connection with the preparation of the Registration Statement, the Disclosure Package and the Prospectus. As to portions of the Registration Statement, the Disclosure Package or the Prospectus consisting of financial statements and other financial, accounting and statistical information, I express no view. As to the remaining portions of the Registration Statement, although I have not independently verified, am not passing upon and assume no responsibility for, the accuracy, completeness or fairness of the statements contained in the Registration Statement, the Disclosure Package or the Prospectus or any amendment or supplement thereto, no facts have come to my attention which lead me to believe that such remaining portions of the Registration Statement or any amendment thereto, as of the time it became effective, as of the Initial Sale Time or as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or that, subject to the foregoing with respect to financial statements and other financial, accounting and statistical information, the remaining portions of the Disclosure Package, taken as a whole as of the Initial Sale Time, contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statement therein, in light of the circumstances under which they were made, not misleading, or that, subject to the foregoing with respect to financial statements and other financial, accounting and statistical information, the remaining portions of the Prospectus, as amended or supplemented, as of its date or as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. I am not passing upon, and do not

assume any responsibility for, ascertaining whether or when any of the information contained in the Disclosure Package was conveyed to any purchaser of the Notes.

In rendering this opinion, I am not expressing an opinion as to matters governed by the laws of any jurisdiction other than the laws of the State of North Carolina, the federal laws of the United States of America and the General Corporation Law of the State of Delaware, and I express no opinion as to the applicability of the laws of any other jurisdiction to the subject transaction or to the effects of such laws thereon, including, but not limited to, the laws of the State of New York and the European Union, and their applicability or non-applicability to the Distribution Agreement, the Written Terms Agreement or the Notes.

**EXHIBIT E TO WRITTEN TERMS AGREEMENT:
FORM OF OPINION OF MORRISON & FOERSTER LLP**

1. Each of the Distribution Agreement and the Written Terms Agreement has been duly authorized, executed and delivered by the Company, and is enforceable against the Company in accordance with its terms, except that the legality or enforceability of the indemnification and contribution provisions set forth in Sections 7 and 8 of the Distribution Agreement may be limited by federal or state securities laws or public policy underlying such laws.
2. The Indenture, as supplemented through the date hereof (including the fifth Supplemental Indenture dated December 1, 2008), has been duly authorized, executed and delivered by the Company, has been duly qualified under the Trust Indenture Act, and constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.
3. The Notes have been duly authorized, executed and delivered by the Company and, assuming due authentication by the Trustee, when issued and paid for in accordance with the terms of the Distribution Agreement, the Written Terms Agreement and the Indenture, will constitute the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, entitled to the benefits of the Indenture.
4. The Master Agreement has been duly authorized, executed and delivered by the Company and, assuming due execution by the FDIC, constitutes a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms.
5. The Registration Statement was automatically effective upon filing pursuant to Rule 462(e) under the Securities Act, and we are not aware that any stop order suspending the effectiveness thereof has been issued or any proceedings for that purpose have been instituted or are pending or threatened under the Securities Act.
6. The Company is an “eligible entity” (as defined in Section 370.2(a) of the TLG Program), and is a “participating entity” (as defined in Section 370.2(g)(1) of the TLG Program) under the TLG Program.
7. The Notes and the Indenture conform in all material respects as to legal matters to the descriptions thereof contained in the Disclosure Package and the Prospectus. The Notes are “senior unsecured debt” (as defined in Section 370.2(e)(1) of the TLG Program) and “FDIC-guaranteed debt” (as defined in Section 370.2(i) of the TLG Program).
8. The statements in the Final Term Sheet and the Pricing Supplement under the heading “FDIC Guarantee,” to the extent that they constitute summaries of the terms of U.S. federal law and regulations and agreements of the Company, fairly summarize the matters described therein in all material respects.
9. The Registration Statement, as of the effective date thereof, and the Prospectus, as of its date, complied as to form in all material respects with the requirements of the Securities

Act (except as to (i) the financial statements, supporting schedules, footnotes and other financial information included therein or omitted therefrom, as to which we express no opinion, and (ii) that part of the Registration Statement which constitutes the Statement of Eligibility and Qualification of Trustee on Form T-1 under the Trust Indenture Act, as to which we express no opinion).

In addition, we have participated in conferences with your representatives, with representatives of the Company, its counsel and its accountants, and with representatives of Merrill Lynch & Co. Inc. and its accountants concerning the Registration Statement, the Disclosure Package, and the Prospectus and have considered the matters required to be stated therein and the statements contained therein, although we have not independently verified the accuracy, completeness or fairness of such statements (other than as stated in paragraphs 7 and 8 above). We are also not passing upon, and do not assume any responsibility for, ascertaining whether or when any of the information contained in the Disclosure Package was conveyed to any purchaser of the Notes. Based upon and subject to the foregoing, nothing has come to our attention that leads us to believe that (i) the Registration Statement, at the time it became effective, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) the documents and information comprising the Disclosure Package, taken as a whole as of the Initial Sale Time, contained an untrue statement of material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or (iii) the Prospectus, as of its date, at the time it was filed with the Commission pursuant to Rule 424(b) under the Securities Act or as of the date hereof, contained or contains an untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (it being understood that we have not been requested to and do not make any comment in this paragraph with respect to (a) the financial statements, supporting schedules, footnotes, and other financial information contained in the Registration Statement, the Disclosure Package or the Prospectus, and (b) that part of the Registration Statement which constitutes the Statement of Eligibility and Qualification of Trustee on Form T-1 under the Trust Indenture Act).

**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 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 (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 Trust Company (the “Depository”) (55 Water Street, New York, New York) 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 Trust Company, 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.

THIS DEBT IS GUARANTEED UNDER THE FEDERAL DEPOSIT INSURANCE CORPORATION’S TEMPORARY LIQUIDITY GUARANTEE PROGRAM AND IS BACKED BY THE FULL FAITH AND CREDIT OF THE UNITED STATES. THE DETAILS OF THE FDIC GUARANTEE ARE PROVIDED IN THE FDIC’S REGULATIONS, 12 CFR PART 370, AND AT THE FDIC’S WEBSITE, WWW.FDIC.GOV/TLGP. THE EXPIRATION DATE OF THE FDIC’S GUARANTEE IS THE EARLIER OF THE MATURITY DATE OF THE DEBT OR JUNE 30, 2012. SUCH PROGRAM IS REFERRED TO HEREIN AS THE “TLG PROGRAM.”

THIS NOTE IS NOT A SAVINGS ACCOUNT OR A DEPOSIT 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.

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.

THE FIFTH SUPPLEMENTAL INDENTURE TO THE INDENTURE CONTAINS PROVISIONS APPLICABLE TO NOTES ISSUED SUBJECT TO THE FDIC GUARANTEE, BUT ONLY FOR SO LONG AS THE FDIC GUARANTEE REMAINS IN EFFECT OR UNTIL SUCH LATER TIME AS MAY BE REQUIRED BY THE RULES AND REGULATIONS OF THE FDIC OR ANY SUCCESSOR ENTITY. THE PROVISIONS OF SECTION 15.11 OF THE INDENTURE, AS SET FORTH IN SUCH SUPPLEMENTAL INDENTURE, ARE APPLICABLE TO THIS NOTE, AND REFERENCE IS MADE TO SUCH SECTION 15.11 FOR ADDITIONAL PROVISIONS THAT GOVERN THIS NOTE.

THIS SECURITY IS GUARANTEED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION AND THE RIGHTS OF THE HOLDER OF THIS NOTE ARE SUBJECT TO CERTAIN RIGHTS OF THE FDIC AS SET FORTH IN THIS NOTE AND THE INDENTURE.

No. R-
CUSIP No.: 06050BAA9
ISIN: US06050BAA98

Registered
Principal Amount: \$

BANK OF AMERICA CORPORATION
Medium-Term Senior Note, Series L

**3.125% Senior Notes, due June 2012, and Guaranteed under the FDIC's Temporary
Liquidity Guarantee Program (the "TLG Program")**
REGISTERED GLOBAL SENIOR NOTE

ORIGINAL ISSUE DATE: December 4, 2008

☐ This Note is an Extendible Note at the Holder's Option.
[See attached Rider]

STATED MATURITY DATE: June 15, 2012

☐ 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

☒ See attached pricing supplement no. 64 dated December 15, 2008

☐ 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: One business day prior to the applicable Interest Payment Date.

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, or its registered assigns, the principal amount specified above and to pay interest thereon in accordance with the provisions set forth on the reverse hereof in Section 2(a), as such provisions may be modified or supplemented by the applicable terms and provisions set forth in the Pricing Supplement attached hereto (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, which is the interest rate specified in the Pricing Supplement, on any overdue principal and on any overdue installment of interest. "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 any Notes in definitive form, at the close of business on the last day of the calendar month 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 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.

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 Trustee 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 Trustee in time for the Trustee 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 Trustee 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 applicable 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 applicable provisions of 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: December 18, 2008

BANK OF AMERICA CORPORATION

[CORPORATE SEAL]

ATTEST:

By: _____

Title: Assistant Secretary

By: _____

Name:

Title:

CERTIFICATE OF AUTHENTICATION

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

Dated: December 18, 2008

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

By:

Authorized Signatory

PRICING SUPPLEMENT
[To be attached]



Medium-Term Notes, Series L

\$1,500,000,000 3.125% Senior Notes, due June 2012

Guaranteed Under the FDIC's Temporary Liquidity Guarantee Program

This pricing supplement describes a series of our senior notes that will be issued under our medium-term note program, Series L. The notes have the same terms as, and constitute a single series with, the \$6,750,000,000 in principal amount of our 3.125% Senior Notes, due June 2012, issued on December 4, 2008. As a result, the outstanding aggregate principal amount of this series of notes will be \$8,250,000,000.

The notes mature on June 15, 2012. The notes are unsecured and rank equally with all of our other unsecured senior indebtedness outstanding from time to time.

We do not intend to list the notes on any securities exchange.

This debt is guaranteed under the Federal Deposit Insurance Corporation's Temporary Liquidity Guarantee Program and is backed by the full faith and credit of the United States. The details of the FDIC guarantee are provided in the FDIC's regulations, 12 CFR Part 370, and at the FDIC's website, www.fdic.gov/tlgp. The expiration date of the FDIC's guarantee is the earlier of the maturity date of the debt or June 30, 2012.

None of the Securities and Exchange Commission, any state securities commission, or any other regulatory body has approved or disapproved of these notes or passed upon the adequacy or accuracy of this pricing supplement, the attached prospectus supplement, or the attached prospectus. Any representation to the contrary is a criminal offense.

	Per Note	Total
Public Offering Price	102.039%(1)	\$ 1,530,585,000
Selling Agents' Commission	0.300%	\$ 4,500,000
Proceeds (before expenses)	101.739%	\$ 1,526,085,000

- (1) In addition to the public offering price in the table above, purchasers of the notes will pay an aggregate of \$1,822,916.67 of accrued interest on the notes from December 4, 2008 to December 18, 2008, the expected date of delivery. This amount of accrued interest will be paid on June 15, 2009 to holders of those notes on the applicable record date, along with interest accrued on those notes from the date of delivery to June 15, 2009. If delivery occurs after December 18, 2008, purchasers will pay additional accrued interest from December 18, 2008 to the date of delivery.

Sole Book-Runner

Banc of America Securities LLC

HSBC

Cabrera Capital Markets, LLC

Loop Capital Markets, LLC

SPECIFIC TERMS OF THE NOTES

The following descriptions of the specific terms of the notes supplement, and should be read together with, the description of our Medium-Term Notes, Series L included in the attached Series L prospectus supplement dated April 10, 2008, and the general description of our debt securities included in “Description of Debt Securities” in the attached prospectus, dated May 5, 2006 (as supplemented, together with all documents incorporated by reference, the “prospectus”). If there is any inconsistency between the information in this pricing supplement and the attached prospectus supplement or the attached prospectus, you should rely on the information in this pricing supplement. Capitalized terms used, but not defined, in this pricing supplement are defined in the attached prospectus supplement or in the attached prospectus.

• Title of the Series:	3.125% Senior Notes, due June 2012
• Aggregate Principal Amount Initially Issued on December 4, 2008:	\$6,750,000,000
• Aggregate Principal Amount to be Issued in Reopening on December 18, 2008:	\$1,500,000,000
• Total Aggregate Principal Amount, After Giving Effect to the Reopening:	\$8,250,000,000
• Issue Date of Reopening:	December 18, 2008
• CUSIP No.:	06050BAA9
• ISIN:	US06050BAA98
• Maturity Date for Principal:	June 15, 2012
• Minimum Denominations:	\$2,000 and multiples of \$1,000 in excess of \$2,000
• Ranking:	Senior
• Day Count Fraction:	30/360
• Interest Rate:	3.125%
• Interest Periods:	Semi-annual
• Interest Payment Dates:	June 15 and December 15 of each year, beginning June 15, 2009.
• Record Dates for Interest Payments:	For book-entry only notes, one business day prior to the payment date. If the notes are not held in book-entry only form, the record dates will be the last day of the calendar month prior to the payment date.
• Optional Redemption:	None
• Repayment at Option of Holder:	None
• Listing:	None
• Guarantee:	FDIC-guaranteed, as described below

FDIC Guarantee

This section provides summary information regarding the guarantee of the notes by the Federal Deposit Insurance Corporation (the “FDIC”). The details of the FDIC’s guarantee are provided in the FDIC’s regulations, 12 CFR Part 370, and at the FDIC’s website, www.fdic.gov/tlgp. The regulations governing the guarantee and the terms and conditions of the guarantee are subject to change. These regulations, terms and conditions are subject to the interpretation of the FDIC, which also may change. The following information is based on the final regulations adopted effective November 21, 2008. The internet address provided for the FDIC’s website is included as an inactive textual reference only. The information on the FDIC’s website shall not be deemed to be incorporated by reference in this pricing supplement.

TLG Program. On October 14, 2008, the FDIC created the Temporary Liquidity Guarantee Program (the “TLG Program”), and the FDIC adopted final rules related to the TLG Program effective November 21, 2008. Under the TLG Program, the FDIC will guarantee the newly-issued senior unsecured debt of participating eligible entities, including insured depository institutions and eligible holding companies of insured depository institutions. We are an eligible entity under the program, and a participant under the TLG Program. As a participant, our senior unsecured debt may be guaranteed by the FDIC if it satisfies the program’s criteria. From time to time, we may issue debt securities that are not eligible for the FDIC guarantee and that will not be guaranteed. We will provide purchasers of our debt instruments with a written statement indicating if the debt instruments we are offering are FDIC-guaranteed under the TLG Program.

As a participant in the TLG Program, we are eligible to issue FDIC-guaranteed notes up to an issuance limit, provided we comply with the terms and conditions of the program, including payment of fees, delivery of notice to the FDIC of issuance of guaranteed debt, providing certain disclosures, and certification to the FDIC that such issuance is within our issuance limit. As required by the TLG Program, we have entered into a master agreement with the FDIC that governs certain aspects of the program. If we are not in compliance with the TLG Program, we would be unable to issue additional FDIC-guaranteed debt; however, the outstanding notes would not lose the benefit of the FDIC guarantee. The TLG Program guarantees eligible debt issued through June 30, 2009.

Guarantee. The notes are our senior unsecured debt obligations, are guaranteed by the FDIC under the TLG Program, and are backed by the full faith and credit of the United States. If we fail to pay interest or principal when due on the notes, the FDIC will pay holders of the notes the unpaid, then due amount of interest or principal. An event of default under the senior indenture, including a payment default, will not entitle the holders of the notes or the senior trustee to accelerate the maturity of the notes for so long as we or the FDIC are making timely payments of interest and principal.

Use of Proceeds. Under the TLG Program, we may not use the proceeds from the offering of the notes to prepay indebtedness that is not guaranteed by the FDIC.

Claims Process. We have appointed the senior trustee as the authorized representative to take action on behalf of holders of the notes under the guarantee. The authorized representative has agreed to make a demand of the FDIC upon our failure to pay interest or principal on the notes when due. As provided in the FDIC’s regulations, a holder will also have the option to elect not to be represented by the authorized representative. Upon our failure to pay interest or principal, the authorized representative and a holder that has elected not to be so represented must follow the FDIC’s required procedures for making a demand under the guarantee.

In addition to the procedures described below, the authorized representative will be required when making a demand, to the extent not previously provided in the master agreement, to provide the FDIC with information regarding its authority, including: its financial and organizational capacity to act as representative, its exclusive authority to act on behalf of each noteholder and its fiduciary responsibility to the noteholders when acting as such, as established by the senior indenture, and its authority to make the assignment of each noteholder’s right, title, and interest in the notes to the FDIC.

Any demand under the guarantee must be accompanied by a proof of claim, satisfactory in form and content to the FDIC, which includes evidence of the occurrence of a payment default and the claimant's ownership of the applicable notes. The claimant must provide to the FDIC an assignment, satisfactory in form and content to the FDIC, of the noteholder's right, title and interest in the notes to the FDIC and the transfer to the FDIC of any claim in any insolvency proceeding against us. The assignment must also grant to the FDIC the right to receive any and all distributions on the note from the proceeds of any bankruptcy. If a holder receives a payment on a note from a bankruptcy, any obligation of the FDIC under the guarantee would be reduced proportionally. Demands must be made by the authorized representative or by a holder that elects not to be represented by the authorized representative within 60 days of the occurrence of the payment default.

Upon payment by the FDIC of any amount under the guarantee, the FDIC will be subrogated to the rights of the recipient noteholder against us, including in respect of any insolvency proceeding, to the extent of such payment.

Indenture Supplement. In addition to the appointment of the senior trustee as authorized representative for the holders of the notes, the master agreement requires additional provisions that are included in a supplement to the senior indenture that will govern the notes, including:

- the FDIC's written consent will be required to amend or waive any provision in the senior indenture related to principal, interest, payment, default, or ranking;
- the FDIC will be subrogated to all of the rights of the holders and the senior trustee as authorized representative, against us in respect of any amounts paid to or for the benefit of the holders by the FDIC under the guarantee;
- authorization by the holders to the authorized representative to assign to the FDIC, at the time the FDIC commences making payments under the guarantee, the right to receive payments on behalf of the holders;
- agreement by the holder that it will cause the notes to be surrendered to the FDIC upon the FDIC's payment in full of the outstanding principal and accrued interest to the date of repayment;
- we and the authorized representative will agree to provide the FDIC notice, within one business day, of any default in the payment of interest or principal, without regard to any applicable cure period; and
- we agree to reimburse the FDIC for any guarantee payments made, with interest on any such amount owed at the stated rate for the notes, plus 1%, and to reimburse the FDIC for reasonable expenses, which agreement ranks *pari passu* with the notes.

U.S. Federal Income Taxes

For a brief description of the tax effects of an investment in the notes, see "U.S. Federal Income Tax Considerations" on page S-12 of the attached prospectus supplement and page 61 of the attached prospectus.

Supplemental Risk Factors

You should review carefully the information in this pricing supplement and the attached prospectus supplement and prospectus about the notes. For more information regarding risks that may materially affect our business and results, please refer to the information under the caption "Item 1A. Risk Factors," in our Annual Report on Form 10-K for the year ended December 31, 2007, and the information under the caption "Item 1A. Risk Factors," in our quarterly Report on Form 10-Q for the quarter ended September 30, 2008, which are incorporated by reference in this pricing supplement.

If we fail to make a payment of interest or principal on FDIC-guaranteed notes, your notes will be governed by the rules of the FDIC's guarantee program.

If we fail to make a payment of interest or principal, you will be required to follow the regulations of the TLG Program, which supersede your rights under the senior indenture as described in the prospectus. We have appointed the senior trustee as authorized representative under a supplemental indenture for the notes. The authorized representative will be responsible, upon our failure to make a required payment of interest or principal, to make a demand of the FDIC under the guarantee. In addition, any holder may elect to not be so represented, as provided by the terms of the TLG Program. If a holder makes the decision to represent itself under the applicable regulations, it will be required to provide the proof of claim and other documentation, in form and content satisfactory to the FDIC, necessary to receive payment under the guarantee. If a demand is not made under the TLG Program by the authorized representative within 60 days of our failure to pay interest or principal, the obligations of the FDIC will terminate as to the notes and the holder will have no rights against the FDIC to the guaranteed amount.

Payments by the FDIC under its guarantee may be delayed.

There is no designated period within which the FDIC is required to make the guarantee payments after it receives the required written demand. As a result, if the FDIC is required to make such payments, they could be paid at a time that is significantly later than the date that the payment is otherwise due under the terms of the notes.

The determination of the FDIC on any matter related to the FDIC claims process will be final and binding on you and us, subject to judicial review.

The determination by the FDIC on any matter relating to the FDIC claims process will be a final administrative determination, which will be final and binding on all concerned, including the holders of the notes. Holders of the notes will have the right to challenge the FDIC's determination only by commencing an action in the U.S. District Court for the District of Columbia or the United States District Court for the Western District of North Carolina within 60 days after the FDIC makes its determination.

The TLG Program is new and is subject to change.

The TLG Program is a new program, and was enacted under final rules that the FDIC adopted effective November 21, 2008. To date, no claims have been made or paid under the TLG Program, and the FDIC's procedures under the program have not yet been fully documented. The rules governing the TLG Program may be amended, and are subject to evolving interpretation by the FDIC after the date of this pricing supplement. As a result, your ability to obtain payment on the notes under the FDIC's guarantee is subject to rules, interpretations, procedures, and practices of the FDIC that could be changed at any time in the future. Any developments of this kind may be adverse to holders of the notes.

Our summary of the FDIC's guarantee and the risks of purchasing the notes in reliance on that guarantee, as set forth in this pricing supplement, are based solely on the final rules adopted by the FDIC as of the date appearing on the front cover. Purchasers of the notes should refer to the FDIC's website, www.fdic.gov/tlgp, for additional information about the TLG Program and related claim procedures.

Supplemental Information Concerning the Plan of Distribution

On December 15, 2008, we entered into an agreement with the selling agents identified below for the purchase and sale of the notes. We have agreed to sell to each of the selling agents, and each of the selling agents has agreed to purchase from us, the principal amount of the notes shown opposite its name in the table below at the public offering price set forth above.

<u>Selling Agent</u>	<u>Principal Amount of Notes</u>
Banc of America Securities LLC	\$ 1,335,000,000
HSBC Securities (USA), Inc.	\$ 150,000,000
Cabrera Capital Markets, LLC	\$ 7,500,000
Loop Capital Markets, LLC	\$ 7,500,000
Total	<u>\$ 1,500,000,000</u>

The selling agents may sell the notes to certain dealers at the public offering price, less a concession which will not exceed 0.20% of their principal amount. The selling agents and those dealers may resell the notes to other dealers at a reallowance discount which will not exceed 0.15% of their principal amount.

After the initial offering of the notes, the concessions and reallowance discounts for the notes may change.

We estimate that the total offering expenses for the notes, excluding the selling agents' commissions, will be approximately \$250,000. In addition, we will pay an assessment fee at an equivalent rate of 100 basis points per annum on the principal amount of the notes to the FDIC for the FDIC's guarantee.

Legal Matters

The validity of the notes, but not the FDIC guarantee, will be passed upon for us by McGuireWoods LLP, Charlotte, North Carolina, and for the selling agents by Morrison & Foerster LLP, New York, New York. McGuireWoods LLP regularly performs legal services for us. Some members of McGuireWoods LLP performing those legal services own shares of our common stock.

[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 thereunder and the holders of the Notes and of the terms upon which the Notes are, and are to be, authenticated and delivered. The term Trustee shall include any additional or successor trustee or agents appointed in such capacity by the Issuer in accordance with the terms of the Indenture. This Note is one of a series of Notes designated as “Bank of America Corporation 3.125% Senior Notes, due June 2012” initially issued in the aggregate principal amount of \$6,750,000,000 on December 4, 2008 and increased on December 18, 2008 by an aggregate principal amount of \$1,500,000,000, which together form a single series of the Issuer’s notes with a total aggregate principal amount of \$8,250,000,000.

This Note is also one of the Notes issued pursuant to the Prospectus Supplement dated April 10, 2008 to the Prospectus dated May 5, 2006 (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. 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, or such other location as may be specified by the Trustee and notified to the Issuer and the registered holder of this Note.

The Trustee has been designated as the duly authorized representative of the holder of the Notes for purposes of making claims and taking other permitted or required actions under the TLG Program (the “Representative”). Any Holder may elect not to be represented by the Representative by providing written notice of such election to the Representative.

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. 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.

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 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 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. *Intentionally omitted.*

(c) Floating Rate/Fixed Rate Notes. *Intentionally omitted.*

SECTION 3. *Amortizing Notes.* *Intentionally omitted.*

SECTION 4. *Optional Redemption.* *Intentionally omitted.*

SECTION 5. *Optional Repayment.* *Intentionally omitted.*

SECTION 6. *Additional Amounts.* *Intentionally omitted.*

SECTION 7. *Redemption for Tax Reasons.* *Intentionally omitted.*

SECTION 8. *Modification and Waivers.* The Indenture permits, with certain exceptions as therein provided (including, but not limited to the exceptions set forth in Section 15.11(i)), 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 (i) 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 (ii) 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.

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) The Depository Trust Company ("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) the Issuer, in its sole discretion, elects to issue definitive registered notes; or (c) 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.

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 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, provided, however, that during the time (x) the FDIC guarantee is in effect or (y) that guarantee payments are being made by the FDIC to the Trustee or the holders of this Note, no such Event of Default shall permit or result in the acceleration of any amounts due under this Note or 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 currency indicated on the face hereof (the "Specified Currency") (or, if such Specified Currency is not at the time of such payment legal tender for the payment of public and private debts, in such other coin or currency of the country that issued such Specified Currency).

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.

SECTION 16. *Original Issue Discount Note. Intentionally omitted.*

SECTION 17. *Dual Currency Note. Intentionally omitted.*

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 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.

Unless specified otherwise in the Pricing Supplement, “Principal Financial Center” means the capital city of the country issuing the Specified Currency, except that with respect to U.S. Dollars, the “Principal Financial Center” shall be New York City.

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.

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 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 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