

## TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT, dated as of September 21, 2009 (this "Agreement"), is entered into by and among BANK OF AMERICA CORPORATION ("Bank of America"), the UNITED STATES DEPARTMENT OF THE TREASURY ("UST"), the BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM, ON ITS OWN BEHALF AND ON BEHALF OF THE FEDERAL RESERVE SYSTEM ("Federal Reserve"), and the FEDERAL DEPOSIT INSURANCE CORP. ("FDIC," and together with UST and Federal Reserve, the "USG Parties").

### W I T N E S S E T H :

WHEREAS, the parties hereto are parties to the Summary of Terms (the "Term Sheet") dated as of January 15, 2009 pursuant to which the USG Parties agreed to guarantee or lend against a pool of up to \$118,000,000,000 of financial instruments consisting of securities backed by residential and commercial real estate loans and corporate debt, and related derivatives (the "Pool");

WHEREAS, during negotiations subsequent to the signing of the Term Sheet, the parties hereto agreed that the Pool would be reduced to approximately \$104,000,000,000 and were also discussing and had not reached agreement with respect to the eligibility criteria for losses on certain types of assets;

WHEREAS, although the parties never entered into definitive documentation for the transaction, Bank of America received value from the Term Sheet including, without limitation: (i) the representation of the USG Parties that they would guarantee and share losses on the Pool from and after the date of the Term Sheet and (ii) the benefits that entering into the Term Sheet had for market confidence in Bank of America after the date of the Term Sheet;

WHEREAS, on May 6, 2009, Bank of America notified the USG Parties of its desire to terminate negotiations with respect to the guarantee contemplated by the Term Sheet;

WHEREAS, the Term Sheet provided that Bank of America may terminate the guarantee contemplated by the Term Sheet at any time, with the consent of the USG Parties, and that the parties would negotiate in good faith an appropriate fee or rebate in connection with any permitted termination; and

WHEREAS, the parties hereto agree that it is appropriate for the USG Parties to be compensated by Bank of America for their willingness to bear the risk of loss on the Pool during the period from the date of the Term Sheet to May 6, 2009 (such period, the "Pro-Rated Guarantee Period");

WHEREAS, the parties hereto agree that the appropriate compensation to the USG Parties should consist of: (i) the out-of-pocket expenses of the USG Parties in connection with negotiating and entering into the Term Sheet and the negotiations concerning the definitive documentation and (ii) an amount equal to the fees that Bank of America would have otherwise paid for the guarantee as adjusted to reflect (x) the downsizing of the Pool and the uncertainties regarding coverage of certain types of losses at the time negotiations were terminated by Bank of America and (y) the proportion that the Pro-Rated Guarantee Period bears to the original term of the guarantee;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein made and intending to be legally bound hereby, the parties hereto agree as follows:

1. Termination Payment. (a) In connection with the termination of the guarantee contemplated by the Term Sheet, Bank of America hereby agrees to pay (i) \$276,000,000 to UST, (ii) \$57,000,000 to Federal Reserve and (iii) \$92,000,000 to FDIC (such payments, collectively, the "Termination Fee"), in cash in immediately available funds, within three business days of the date hereof.

(b) The parties agree that the Termination Fee has been calculated as the sum of: (i) the out-of-pocket expenses of the USG Parties in negotiating and entering into the Term Sheet and the negotiations concerning the definitive documentation, consisting of the expenses of its advisors, and (ii) an amount equal to the fees that Bank of America would have otherwise paid for the guarantee as adjusted to reflect (x) the downsizing of the Pool and the uncertainties regarding coverage of certain types of losses at the time negotiations were terminated by Bank of America and (y) the proportion that the Pro-Rated Guarantee Period bears to the original term of the guarantee. The calculation of the Termination Fee is set forth on Schedule A hereto.

2. Termination of Term Sheet. The parties hereto hereby agree to terminate the Term Sheet effective upon the receipt of the payments specified in Section 1.

3. Release. (a) The parties acknowledge and agree that, upon the payment in full of all amounts specified in Section 1, (i) Bank of America releases, discharges and acquits each of the USG Parties from all Released Claims (as defined below), except for the rights and obligations under this Agreement and (ii) the USG Parties release, discharge and acquit Bank of America from all Released Claims, except for the rights and obligations under this Agreement.

(b) Released Claims. "Released Claims" means all claims between the USG Parties, on the one hand, and Bank of America, on the other hand, including but not limited to claims, demands, obligations, liabilities, cause or causes of action (whether at law or in equity), whensoever arising and occurring at any time up to and through the date hereof, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, matured or unmatured, fixed or contingent, that arise out of or relate to the Term Sheet and the guarantee contemplated thereby.

4. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any prior oral or written agreements, commitments or understanding with respect to the matters provided for herein. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, or discharge was sought.

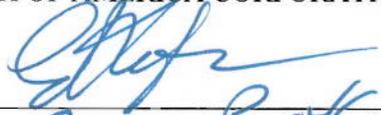
5. Execution of Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that all such signatures appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.

6. Governing Law. THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, FEDERAL LAW AND NOT THE LAW OF ANY STATE OR LOCALITY. TO THE EXTENT THAT A COURT LOOKS TO THE LAWS OF ANY STATE TO DETERMINE OR DEFINE THE FEDERAL LAW, IT IS THE INTENTION OF THE PARTIES HERETO THAT SUCH COURT SHALL LOOK ONLY TO THE

LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE RULES OF CONFLICTS OF LAWS.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

BANK OF AMERICA CORPORATION

By:   
Name: Edward P. O'Keefe  
Title: General Counsel

THE UNITED STATES DEPARTMENT OF THE  
TREASURY

By: \_\_\_\_\_  
Name:  
Title:

BOARD OF GOVERNORS OF THE FEDERAL  
RESERVE SYSTEM

By: \_\_\_\_\_  
Name:  
Title:

FEDERAL DEPOSIT INSURANCE CORP.

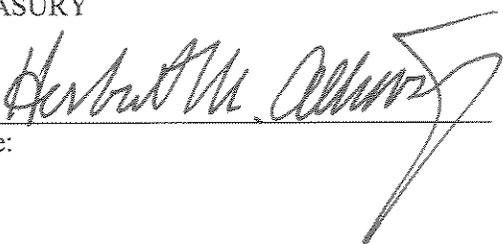
By: \_\_\_\_\_  
Name:  
Title:

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BANK OF AMERICA CORPORATION

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Name:  
Title:

THE UNITED STATES DEPARTMENT OF THE  
TREASURY

By:  \_\_\_\_\_  
Name:  
Title:

BOARD OF GOVERNORS OF THE FEDERAL  
RESERVE SYSTEM

By: \_\_\_\_\_  
Name:  
Title:

FEDERAL DEPOSIT INSURANCE CORP.

By: \_\_\_\_\_  
Name:  
Title:

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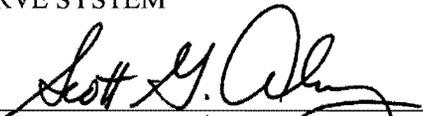
BANK OF AMERICA CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

THE UNITED STATES DEPARTMENT OF THE  
TREASURY

By: \_\_\_\_\_  
Name:  
Title:

BOARD OF GOVERNORS OF THE FEDERAL  
RESERVE SYSTEM

By:   
Name: Scott G. Alvarez  
Title: General Counsel 9/21/09

FEDERAL DEPOSIT INSURANCE CORP.

By: \_\_\_\_\_  
Name:  
Title:

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BANK OF AMERICA CORPORATION

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Name:  
Title:

THE UNITED STATES DEPARTMENT OF THE  
TREASURY

By: \_\_\_\_\_  
Name:  
Title:

BOARD OF GOVERNORS OF THE FEDERAL  
RESERVE SYSTEM

By: \_\_\_\_\_  
Name:  
Title:

FEDERAL DEPOSIT INSURANCE CORP.

By: Steven O. App  
Name: Steven O. App  
Title: Deputy to the Chairman and CFO

**Calculation of Termination Fee**  
(\$ in millions, unless otherwise noted)

**Schedule A**

**Summary of Total Fee**

|                                      |              |
|--------------------------------------|--------------|
| (1) Foregone Dividends               | \$69         |
| (2) Pro-rated Premium                | 159          |
| (3) Warrants Valuation               | 140          |
| (4) Fed Commitment Fee plus expenses | 57           |
| <b>Total Termination Fee</b>         | <b>\$425</b> |

| Fed       | Treasury   | FDIC      |
|-----------|------------|-----------|
| -         | 52         | 17        |
| -         | 119        | 40        |
| -         | 105        | 35        |
| 57        | -          | -         |
| <b>57</b> | <b>276</b> | <b>92</b> |

**Key Assumptions**

|   |           |
|---|-----------|
| Date of Guarantee Announcement  | 1/16/2009 |
| Date of BAC Request to Terminate  | 5/6/2009  |
| Guarantee Period (days)   | 110       |
| Years (360 day year)  | 0.3       |
| Original Asset Pool (\$ in billions)                                    | 118       |
| Reduced Asset Pool after initial exclusions (\$ bn)                     | 104       |
| Assets Subject to Disagreement re Definition of Eligible Losses (\$ bn) | 42        |
| Adjustment Factor on Assets Subject to Disagreement                     | 50%       |
| Asset Pool after Additional Exclusions (\$ bn)                          | 83        |
| Pool Exclusion Adjustment Factor  | 70%       |
| Amount of Pool with 10 year Guarantee (\$ bn)                           | 7         |
| Average Life of the Guarantee (years)                                   | 5.4       |

**(1) Dividends for 4 Months**

|   |             |
|---|-------------|
| UST/FDIC Preferred Stock Dividend Rate      | 8.0%        |
| Face Amount of Preferred Stock              | \$4,000     |
| Annual Dividend                             | \$320       |
| Adjusted for Reduced Size of the Asset Pool | \$225       |
| Pro-rated for Guarantee Period              | <b>\$69</b> |

**(2) Premium Pro-rated for 4 months**

|   |              |
|---|--------------|
| Premium (Preferred Stock)                   | \$4,000      |
| Average Life of Guarantee (years)*          | 5.4          |
| Annual Premium                              | \$738        |
| Adjusted for Reduced Size of the Asset Pool | \$519        |
| Pro-rated for Guarantee Period              | <b>\$159</b> |

**(3) Warrants\*\***

|   |              |
|---|--------------|
| 10% of \$4,000 Premium                      | \$400        |
| Strike Price (not in millions)***           | \$13.30      |
| Number of Warrants                          | 30.1         |
| Estimated Value                             | 200          |
| Adjusted for Reduced Size of the Asset Pool | <b>\$140</b> |

**Calculation of Termination Fee**  
**(\$ in millions, unless otherwise noted)**

**Schedule A**

**(4) Fed Commitment Fee**

|                                       |             |
|---------------------------------------|-------------|
| Fed Commitment Fee Rate               | 0.20%       |
| Coverage of Fed Guarantee (\$ bn)     | 83          |
| less BofA Deductible (\$ bn)          | (10)        |
| less UST/FDIC first loss (\$ bn)      | (10)        |
| less fist loss sharing of BAC (\$ bn) | (1)         |
| Remaining Fed loss sharing percentage | 90%         |
| Net Fed Loan Coverage (\$ bn)         | 56          |
| Annualized Fee                        | 111         |
| Pro-rated Fee (110 days)              | <b>34</b>   |
| Plus Expenses                         | 23          |
| Total Fed Termination Fee             | <b>\$57</b> |