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UNITED STATES

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

Form 10-K
ANNUAL REPORT PURSUANT TO SECTION 13 OF THE
SECURITIES EXCHANGE ACT OF 1934
For the Fiscal Year Ended December 31, 1999 - Commission File Number 1-6523

Bank of America Corporation
(Exact name of registrant as specified in its charter)

Delaware	56-0906609
(State of incorporation)	(IRS Employer Identification No.)

Bank of America Corporate Center Charlotte, North Carolina	28255
(Address of principal executive offices)	(Zip Code)

704/386-5000
(Registrant's telephone number, including area code)

SECURITIES REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT:

<TABLE>
<CAPTION>

Title of each class	Name of each exchange on which registered
<S>	<C>
Common Stock	New York Stock Exchange
	London Stock Exchange
	Pacific Stock Exchange
	Tokyo Stock Exchange
7 3/4% Debentures, due 2002	American Stock Exchange
9 7/8% Subordinated Notes, due 2001	New York Stock Exchange
8 1/2% Subordinated Notes, due 2007	New York Stock Exchange
10 7/8% Subordinated Notes, due 2003	New York Stock Exchange
.25% Senior Basket-Indexed Notes, due 2006	New York Stock Exchange

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SECURITIES REGISTERED PURSUANT TO SECTION 12(g) OF THE ACT: NONE

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 of the Securities Exchange Act of 1934 during the preceding 12 months, and (2) has been subject to such filing requirements for the past 90 days.
Yes X No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or in any amendment to this Form 10-K. [ ]

The aggregate market value of the registrant's common stock ("Common Stock") held by non-affiliates is approximately $73,223,927,000 (based on the March 6, 2000, closing price of Common Stock of $44.50 per share). As of March 6, 2000, there were 1,664,844,358 shares of Common Stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

<TABLE>
<CAPTION>

Document of the Registrant	Form 10-K Reference Location
<S>	<C>
Portions of the 2000 Proxy Statement	PART III

</TABLE>

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Bank of America Corporation

Form 10-K

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<TABLE>
<CAPTION>

INDEX			Page
<S>	<C>	<C>	<C>
Part I	Item 1.	Business	2
		General	2
		Primary Market Areas	2
		Acquisition and Disposition Activity	2
		Government Supervision and Regulation	2
		Competition	5
		Employees	6
		Business Segment Operations	13-16
		Net Interest Income	17-19
		Securities	26, 58-59, 67-69
		Loans and Leases	20, 26-27, 30-41, 59-60, 71-72
		Deposits	27, 72
		Short-Term Borrowings and Trading Account Liabilities	28, 70, 73-75
		Market Risk Management	42-46
		Selected Quarterly Operating Results	47
	Item 2.	Properties	6
	Item 3.	Legal Proceedings	6
	Item 4.	Submission of Matters to a Vote of Security Holders	7
	Item 4A.	Executive Officers of the Registrant	7
Part II	Item 5.	Market for Registrant's Common Stock and Related Security Holder Matters	8
	Item 6.	Selected Financial Data	9
	Item 7.	Management's Discussion and Analysis of Results of Operations and Financial Condition	9
	Item 7A.	Quantitative and Qualitative Disclosures about Market Risk	52
	Item 8.	Consolidated Financial Statements and Supplementary Data	52
	Item 9.	Changes in and Disagreements with Accountants on Accounting and Financial Disclosure	100
Part III	Item 10.	Directors and Executive Officers of the Registrant	100
	Item 11.	Executive Compensation	100
	Item 12.	Security Ownership of Certain Beneficial Owners and Management	100
	Item 13.	Certain Relationships and Related Transactions	100
Part IV	Item 14.	Exhibits, Financial Statement Schedules and Reports on Form 8-K	101

</TABLE>

PART I

Item 1. BUSINESS

General

Bank of America Corporation (the "Corporation") is a Delaware corporation, a bank holding company and, effective March 11, 2000, a financial holding company under the Gramm-Leach-Bliley Act. The Corporation and its subsidiaries are subject to supervision by various federal and state banking and other regulatory authorities. For additional information about the Corporation and its operations, see Table Two and the narrative comments under the caption "Management's Discussion and Analysis of Results of Operations and Financial Condition - Business Segment Operations." For additional information regarding regulatory matters, see "Government Supervision and Regulation" below.

The principal executive offices of the Corporation are located in the Bank of America Corporate Center, Charlotte, North Carolina 28255.

Primary Market Areas

Through its banking subsidiaries (the "Banks") and various nonbanking subsidiaries, the Corporation provides a diversified range of banking and nonbanking financial services and products, primarily throughout the Mid-Atlantic (Maryland, Virginia and the District of Columbia), the Midwest (Illinois, Iowa, Kansas and Missouri), the Southeast (Florida, Georgia, North Carolina, South Carolina and Tennessee), the Southwest (Arizona, Arkansas, New Mexico, Oklahoma and Texas), the Northwest (Oregon and Washington) and the West (California, Idaho and Nevada) regions of the United States and in selected international markets. The Corporation serves an aggregate of approximately 30 million households and two million businesses in these regions, and management believes that these are desirable regions in which to be located. Based on the most recent available data, personal income levels in the states in these regions as a whole rose 5.9 percent year-to-year through mid-year 1999, a slight moderation from the six percent year-to-year rate for those states one year earlier. In addition, the population in these states as a whole rose an estimated 1.4 percent between 1998 and 1999. The number of housing permits authorized moderated in the second half of 1999 from record high activity mid-year. By November 1999, housing permits authorized were on track to end the year 2.6 percent above year-end 1998. Through December 1999, the average rate of unemployment in these states was four percent ranging from Iowa's 2.2 percent to the District of Columbia's cyclical low of 6.1 percent. These states created almost 1.8 million new jobs in 1999, 2.3 percent above year-end 1998, compared to 1.2 percent job growth in the other states.

The Corporation has the leading bank deposit market share position in California, Florida, Georgia, Maryland, Nevada, North Carolina, Texas and Washington. In addition, the Corporation ranks second in terms of bank deposit market share in Arizona, Arkansas, Kansas, New Mexico, Missouri, Oklahoma, South Carolina and the District of Columbia; third in Oregon and Virginia; fourth in Idaho; fifth in Tennessee; seventh in Iowa; and ninth in Illinois.

Acquisition and Disposition Activity

As part of its operations, the Corporation regularly evaluates the potential acquisition of, and holds discussions with, various financial institutions and other businesses of a type eligible for bank holding company or financial holding company ownership or control. In addition, the Corporation regularly analyzes the values of, and submits bids for, the acquisition of customer-based funds and other liabilities and assets of such financial institutions and other businesses. The Corporation also regularly considers the potential disposition of certain of its assets, branches, subsidiaries or lines of businesses. As a general rule, the Corporation publicly announces any material acquisitions or dispositions when a definitive agreement has been reached.

For additional information regarding the Corporation's acquisition activity, see Note Two of the consolidated financial statements on page 64.

Government Supervision and Regulation

General

As a registered bank holding company and, effective March 11, 2000, a financial holding company, the Corporation is subject to the supervision of, and to regular inspection by, the Board of Governors of the Federal

Reserve System (the "Federal Reserve Board"). The Banks are organized predominantly as national banking associations, which are subject to regulation, supervision and examination by the Office of the Comptroller of the Currency (the "Comptroller" or "OCC"). The Banks are also subject to regulation by the Federal Deposit Insurance Corporation (the "FDIC") and other federal and state regulatory agencies. In addition to banking laws, regulations and regulatory agencies, the Corporation and its subsidiaries and affiliates are subject to various other laws and regulations and supervision and examination by other regulatory agencies, all of which directly or indirectly affect the operations and management of the Corporation and its ability to make distributions. The following discussion summarizes certain aspects of those laws and regulations that affect the Corporation.

The Gramm-Leach-Bliley Act amended a number of the federal banking laws affecting the Corporation and the Banks. In particular, the Gramm-Leach-Bliley Act permits a bank holding company to elect to become a "financial holding company" effective March 11, 2000, provided that certain conditions are met. The Corporation filed such an election on February 1, 2000 and became a financial holding company effective March 11, 2000.

A financial holding company, and the companies under its control, are permitted to engage in activities considered "financial in nature" as defined by the Gramm-Leach-Bliley Act and Federal Reserve Board interpretations (including, without limitation, insurance and securities activities), and therefore may engage in a broader range of activities than permitted to bank holding companies and their subsidiaries. A financial holding company may directly or indirectly engage in activities considered financial in nature, either de novo or by acquisition, provided the financial holding company gives the Federal Reserve Board after-the-fact notice of the new activities. The Gramm-Leach-Bliley Act also permits national banks, such as the Banks, to engage in activities considered financial in nature through a financial subsidiary, subject to certain conditions and limitations and with the prior approval of the Comptroller.

Bank holding companies (including bank holding companies that are also financial holding companies) are also required to obtain the prior approval of the Federal Reserve Board before acquiring more than five percent of any class of voting stock of any bank which is not already majority-owned by the bank holding company. Pursuant to the Riegle-Neal Interstate Banking and Branching Efficiency Act of 1994 (the "Interstate Banking and Branching Act"), a bank holding company may acquire banks in states other than its home state without regard to the permissibility of such acquisitions under state law, but subject to any state requirement that the bank has been organized and operating for a minimum period of time, not to exceed five years, and the requirement that the bank holding company, prior to or following the proposed acquisition, controls no more than 10 percent of the total amount of deposits of insured depository institutions in the United States and no more than 30 percent of such deposits in that state (or such lesser or greater amount set by state law).

Subject to certain restrictions, the Interstate Banking and Branching Act also authorizes banks to merge across state lines, thereby creating interstate branches. Furthermore, pursuant to the Interstate Banking and Branching Act, a bank may open new branches in a state in which it does not already have banking operations if such state enacts a law permitting such de novo branching. The Corporation has consolidated its retail subsidiary banks into a single interstate bank (Bank of America, N.A.) headquartered in Charlotte, North Carolina, with full service branch offices in Arizona, Arkansas, California, Florida, Georgia, Idaho, Illinois, Iowa, Kansas, Maryland, Missouri, Nevada, New Mexico, North Carolina, Oklahoma, Oregon, South Carolina, Tennessee, Texas, Virginia, Washington and the District of Columbia. In addition, the Corporation operates a limited purpose nationally chartered credit card bank (Bank of America, N.A. (USA)) headquartered in Phoenix, Arizona, a nationally chartered banker's bank (Bank of America Oregon, N.A.) headquartered in Portland, Oregon, as well as a California-chartered nonmember bank (Bank of America Community Development Bank) headquartered in Walnut Creek, California. As previously described, the Corporation regularly evaluates merger and acquisition opportunities, and it anticipates that it will continue to evaluate such opportunities.

Proposals to change the laws and regulations governing the banking industry are frequently introduced in Congress, in the state legislatures and before the various bank regulatory agencies. The likelihood and timing of any such proposals or legislation and the impact they might have on the Corporation and its subsidiaries cannot be determined at this time.

Capital and Operational Requirements

The Federal Reserve Board, the Comptroller and the FDIC have issued substantially similar risk-based and leverage capital guidelines applicable to United States banking organizations. In addition, these regulatory agencies may from time to time require that a banking organization maintain capital above the minimum levels, whether because of its financial condition or actual or anticipated growth. The Federal Reserve Board risk-based guidelines define a three-tier capital framework. Tier 1 capital consists of common and qualifying preferred shareholders' equity, less certain intangibles and other adjustments. Tier 2 capital consists of preferred stock not qualifying as Tier 1 capital, subordinated and other qualifying debt, and the allowance for credit losses up to 1.25 percent of risk-weighted assets. Tier 3 capital includes subordinated debt that is unsecured, fully paid, has an original maturity of at least two years, is not redeemable before maturity without prior approval by the Federal Reserve and includes a lock-in clause precluding payment of either interest or principal if the payment would cause the issuing bank's risk-based capital ratio to fall or remain below the required minimum. The sum of Tier 1 and Tier 2 capital less investments in unconsolidated subsidiaries represents qualifying total capital, at least 50 percent of which must consist of Tier 1 capital. Risk-based capital ratios are calculated by dividing Tier 1 and total capital by risk-weighted assets. Assets and off-balance sheet exposures are assigned to one of four categories of risk-weights, based primarily on relative credit risk. The minimum Tier 1 capital ratio is four percent and the minimum total capital ratio is eight percent. The Corporation's Tier 1 and total risk-based capital ratios under these guidelines at December 31, 1999 were 7.35 percent and 10.88 percent, respectively. At December 31, 1999, the Corporation had no subordinated debt that qualified as Tier 3 capital.

The leverage ratio is determined by dividing Tier 1 capital by adjusted average total assets. Although the stated minimum ratio is three percent, most banking organizations are required to maintain ratios of at least 100 to 200 basis points above three percent. The Corporation's leverage ratio at December 31, 1999 was 6.26 percent. The Corporation meets its leverage ratio requirement.

The Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA"), among other things, identifies five capital categories for insured depository institutions (well capitalized, adequately capitalized, undercapitalized, significantly undercapitalized and critically undercapitalized) and requires the respective federal regulatory agencies to implement systems for "prompt corrective action" for insured depository institutions that do not meet minimum capital requirements within such categories. FDICIA imposes progressively more restrictive constraints on operations, management and capital distributions, depending on the category in which an institution is classified. Failure to meet the capital guidelines could also subject a banking institution to capital raising requirements. An "undercapitalized" bank must develop a capital restoration plan and its parent holding company must guarantee that bank's compliance with the plan. The liability of the parent holding company under any such guarantee is limited to the lesser of five percent of the bank's assets at the time it became "undercapitalized" or the amount needed to comply with the plan. Furthermore, in the event of the bankruptcy of the parent holding company, such guarantee would take priority over the parent's general unsecured creditors. In addition, FDICIA requires the various regulatory agencies to prescribe certain non-capital standards for safety and soundness relating generally to operations and management, asset quality and executive compensation and permits regulatory action against a financial institution that does not meet such standards.

The various regulatory agencies have adopted substantially similar regulations that define the five capital categories identified by FDICIA, using the total risk-based capital, Tier 1 risk-based capital and leverage capital ratios as the relevant capital measures. Such regulations establish various degrees of corrective action to be taken when an institution is considered undercapitalized. Under the regulations, a "well capitalized" institution must have a Tier 1 risk-based capital ratio of at least six percent, a total risk-based capital ratio of at least 10 percent and a leverage ratio of at least five percent and not be subject to a capital directive order. Under these guidelines, each of the Banks is considered well capitalized.

Banking agencies have also adopted final regulations which mandate that regulators take into consideration (i) concentrations of credit risk; (ii) interest rate risk (when the interest rate sensitivity of an institution's assets does not match the sensitivity of its liabilities or its off-balance-sheet position); and (iii) risks from non-traditional activities, as well as an institution's ability to manage those risks, when determining the adequacy of an institution's capital. That evaluation will be made as a part of the institution's regular safety and soundness examination. In addition, the banking agencies have amended their regulatory capital guidelines to incorporate a measure for market risk. In accordance with the amended guidelines, the Corporation and any Bank with significant trading activity (as defined in the amendment) must incorporate a measure for market risk in their

regulatory capital calculations effective for reporting periods after January 1, 1998. The revised guidelines did not have a material impact on the Corporation or the Banks' regulatory capital ratios or their well capitalized status.

Distributions

The Corporation's funds for cash distributions to its stockholders are derived from a variety of sources, including cash and temporary investments. The primary source of such funds, however, is dividends received from the Banks. Each of the Banks is subject to various regulatory policies and requirements relating to the payment of dividends, including requirements to maintain capital above regulatory minimums. The appropriate federal regulatory authority is authorized to determine under certain circumstances relating to the financial condition of the bank or bank holding company that the payment of dividends would be an unsafe or unsound practice and to prohibit payment thereof.

In addition to the foregoing, the ability of the Corporation and the Banks to pay dividends may be affected by the various minimum capital requirements and the capital and non-capital standards established under FDICIA, as described above. The right of the Corporation, its stockholders and its creditors to participate in any distribution of the assets or earnings of its subsidiaries is further subject to the prior claims of creditors of the respective subsidiaries.

Source of Strength

According to Federal Reserve Board policy, bank holding companies are expected to act as a source of financial strength to each subsidiary bank and to commit resources to support each such subsidiary. This support may be required at times when a bank holding company may not be able to provide such support. Similarly, under the cross-guarantee provisions of the Federal Deposit Insurance Act, in the event of a loss suffered or anticipated by the FDIC - either as a result of default of a banking subsidiary of the Corporation or related to FDIC assistance provided to a subsidiary in danger of default - the other Banks may be assessed for the FDIC's loss, subject to certain exceptions.

Competition

The activities in which the Corporation and its four major business segments (Consumer Banking, Commercial Banking, Global Corporate and Investment Banking, and Principal Investing and Asset Management) engage are highly competitive. Generally, the lines of activity and markets served involve competition with other banks, thrifts, credit unions and other nonbank financial institutions, such as investment banking firms, investment advisory firms, brokerage firms, investment companies and insurance companies, as well as other entities which offer financial services, located both domestically and internationally and through alternative delivery channels such as the World Wide Web. The methods of competition center around various factors, such as customer services, interest rates on loans and deposits, lending limits and customer convenience, such as location of offices.

The commercial banking business in the various local markets served by the Corporation's business segments is highly competitive. The four major business segments compete with other commercial banks, thrifts, finance companies and other businesses which provide similar services. The business segments actively compete in commercial lending activities with local, regional and international banks and nonbank financial organizations, some of which are larger than certain of the Corporation's nonbanking subsidiaries and the Banks. In its consumer lending operations, the competitors of the business segments include other banks, thrifts, credit unions, regulated small loan companies and other nonbank organizations offering financial services. In the investment banking, investment advisory and brokerage business, the Corporation's nonbanking subsidiaries compete with other banking and investment banking firms, investment advisory firms, brokerage firms, investment companies and other organizations offering similar services. The Corporation's mortgage banking units compete with commercial banks, thrifts, government agencies, mortgage brokers and other nonbank organizations offering mortgage banking services. In the trust business, the Banks compete with other banks, investment counselors and insurance companies in national markets for institutional funds and corporate pension and profit sharing accounts. The Banks also compete with other banks, trust companies, insurance agents, thrifts, financial counselors and other fiduciaries for personal trust business. The Corporation and its four major business segments also actively compete for funds. A primary source of funds for the Banks is deposits, and competition for deposits

includes other deposit-taking organizations, such as commercial banks, thrifts, and credit unions, as well as money market mutual funds.

The Corporation's ability to expand into additional states remains subject to various federal and state laws. See "Government Supervision and Regulation - General" for a more detailed discussion of interstate banking and branching legislation and certain state legislation.

Employees

As of December 31, 1999, there were 155,906 full-time equivalent employees within the Corporation and its subsidiaries. Of the foregoing employees, 82,908 were employed within Consumer Banking, 4,597 were employed within Commercial Banking, 9,068 were employed within Global Corporate and Investment Banking, and 5,962 were employed within Principal Investing and Asset Management. The remainder were employed elsewhere within the Corporation.

Approximately 5,000 non-officer employees in the State of Washington are covered by a collective bargaining agreement. These employees work for the Washington Division of Bank of America, N.A. None of the other domestic employees within the Corporation are covered by a collective bargaining agreement. Management considers its employee relations to be good.

Item 2. PROPERTIES

As of December 31, 1999, the principal offices of the Corporation, and its Consumer and Commercial Banking business segments, were located in the 60-story Bank of America Corporate Center in Charlotte, North Carolina, which is owned by a subsidiary of the Corporation. The Corporation occupies approximately 513,000 square feet and leases approximately 601,000 square feet to third parties at market rates, which represents substantially all of the space in this facility. As of December 31, 1999, the principal offices of Global Corporate and Investment Banking and Principal Investing and Asset Management were located at 555 California Street in San Francisco, California. A subsidiary of the Corporation has a 50 percent ownership interest in this building through a joint venture partnership, and the Corporation leases approximately 479,000 square feet in this building from the partnership.

The Corporation also leases or owns a significant amount of space worldwide, in addition to these facilities in Charlotte and San Francisco. As of December 31, 1999, the Corporation and its subsidiaries owned or leased approximately 13,200 locations in 47 states, the District of Columbia and 37 foreign countries.

Item 3. LEGAL PROCEEDINGS

In the ordinary course of business, the Corporation and its subsidiaries are routinely defendants in or parties to a number of pending and threatened legal actions and proceedings, including actions brought on behalf of various classes of claimants. In certain of these actions and proceedings, substantial money damages are asserted against the Corporation and its subsidiaries and certain of these actions and proceedings are based on alleged violations of consumer protection, securities, environmental, banking and other laws.

The Corporation and certain present and former officers and directors have been named as defendants in a number of actions filed in several federal courts that have been consolidated for pretrial purposes before a Missouri federal court. The amended complaint in the consolidated actions alleges, among other things, that the defendants failed to disclose material facts about losses of the former BankAmerica Corporation ("BankAmerica") relating to D.E. Shaw Securities Group, L.P. and related entities until mid-October 1998, in violation of various provisions of federal and state laws. The amended complaint also alleges that the proxy statement-prospectus of August 4, 1998, falsely stated that the merger (the "Merger") between BankAmerica and NationsBank Corporation ("NationsBank") would be one of equals and alleges a scheme to have NationsBank gain control over the newly merged entity. The Missouri federal court has certified classes consisting generally of persons who were stockholders of NationsBank or BankAmerica on September 30, 1998, or were entitled to vote on the Merger, or who purchased or acquired securities of the Corporation or its predecessors between August 4, 1998 and October 13, 1998. The amended complaint substantially survived a motion to dismiss, and discovery is underway. Claims against certain director-defendants were dismissed with leave to replead. Similar uncertified class actions (including one limited to California residents raising the claim that the proxy statement-prospectus of August 4,

1998, falsely stated that the Merger would be one of equals) were filed in California state court, alleging violations of the California Corporations Code and other state laws. The action on behalf of California residents was certified, but has since been dismissed and an appeal is pending. Of the remaining actions, one has been stayed, and a motion for class certification is pending in the others. The Corporation believes the actions lack merit and will defend them vigorously. The amount of any ultimate exposure cannot be determined with certainty at this time.

Management believes that the actions and proceedings and the losses, if any, resulting from the final outcome thereof, will not be material in the aggregate to the Corporation's financial position or results of operations.

Item 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

There were no matters submitted to a vote of stockholders during the quarter ended December 31, 1999.

Item 4A. EXECUTIVE OFFICERS OF THE REGISTRANT

Pursuant to the Instructions to Form 10-K and Item 401(b) of Regulation S-K, the name, age and position of each current executive officer and the principal accounting officer of the Corporation are listed below along with such officer's business experience during the past five years. Officers are appointed annually by the Board of Directors at the meeting of directors immediately following the annual meeting of stockholders.

James H. Hance, Jr., age 55, Vice Chairman and Chief Financial Officer. Mr. Hance was named Chief Financial Officer in August 1988, and was named Vice Chairman in October 1993. He first became an officer in 1987. He also serves as a director of the Corporation and as Vice Chairman and a director of Bank of America, N.A.

Kenneth D. Lewis, age 52, President and Chief Operating Officer. Mr. Lewis was named President in January 1999 and Chief Operating Officer in October 1999. Prior to that time, he served as President, Consumer and Commercial Banking, from October 1998 to January 1999, and as President from October 1993 to October 1998. He first became an officer in 1971. Mr. Lewis also serves as a director of the Corporation and as President and a director of Bank of America, N.A.

Hugh L. McColl, Jr., age 64, Chairman of the Board and Chief Executive Officer. Mr. McColl has served as Chairman of the Board for at least five years except from January 7, 1997 until September 30, 1998. He first became an officer in 1962. He also serves as a director of the Corporation and as Chief Executive Officer and a director of Bank of America, N.A.

Michael J. Murray, age 55, President, Global Corporate and Investment Banking. Mr. Murray first became an officer and was named to his present position in October 1998. Prior to that time, he served as President, Global Wholesale Bank of BankAmerica from 1997 to 1998 and as Vice Chairman of BankAmerica from 1995 to 1997. He also serves as Chairman and a director of Bank of America, N.A.

Marc D. Oken, age 53, Executive Vice President and Principal Financial Executive. Mr. Oken was named to his present position in October 1998. From June 1989 to October 1998, he served as Chief Accounting Officer. He first became an officer in 1989.

F. William Vandiver, Jr., age 57, Corporate Risk Management Executive. Mr. Vandiver was named to his present position in October 1998. From June 1997 to October 1998, he served as Chairman, Corporate Risk Policy. Prior to that time, from January 1996 to June 1997, he served as President, Global Finance, and from January 1994 to January 1996 he served as President, Specialized Finance Group. He first became an officer in 1968. He also serves as Vice Chairman and a director of Bank of America, N.A.

PART II

Item 5. MARKET FOR REGISTRANT'S COMMON STOCK AND RELATED SECURITY HOLDER MATTERS

The principal market on which the Common Stock is traded is the New York Stock Exchange. The Common Stock is also listed on the London Stock Exchange and the Pacific Stock Exchange, and certain shares are listed on the Tokyo Stock Exchange. The following table sets forth the high and low sales prices of the Common Stock on the New York Stock Exchange Composite Transactions List for the periods indicated:

	Quarter	High	Low
1998	first	$75 1/8	$56 1/4
	second	85	72 1/16
	third	88 7/16	47 7/8
	fourth	66 5/8	44
1999	first	74 1/2	59 1/2
	second	76 1/8	61 1/2
	third	76 3/8	53 1/4
	fourth	67 1/2	47 5/8

As of March 6, 2000, there were 276,300 record holders of Common Stock. During 1998 and 1999, the Corporation paid dividends on the Common Stock on a quarterly basis. The following table sets forth dividends declared per share of Common Stock for the periods indicated:

	Quarter	Dividend
1998	first	$.38
	second	.38
	third	.38
	fourth	.45
1999	first	.45
	second	.45
	third	.45

fourth	.50

</TABLE>

For additional information regarding the Corporation's ability to pay dividends, see "Government Supervision and Regulation - Distributions" and Note Twelve of the consolidated financial statements on page 82.

As part of its share repurchase program, during the fourth quarter of 1999, the Corporation sold put options to purchase an aggregate of one million shares of Common Stock. These put options were sold to two independent third parties for an aggregate purchase price of $6.0 million. The put option exercise prices range from $64.20 to $65.30 per share and expire in April 2000. The put option contracts allow the Corporation to determine the method of settlement (cash or stock). Each of these transations was exempt from registration under Section 4(2) of the Securities Act of 1933, as amended.

In accordance with an Agreement and Plan of Reorganization (the "Agreement") between the Corporation (as the successor of Oxford Resources Corp.) and the selling stockholders of Electronic Vehicle Remarketing, Inc. ("EVRI"), the Corporation was required to issue shares of Common Stock to the selling stockholders as additional contingent purchase price consideration in the event that EVRI achieved the five performance milestones set forth in the Agreement. Achievement of each milestone entitled the selling stockholders to receive a certain number of shares of Common Stock calculated in accordance with the terms of the Agreement. Each of the five milestones was achieved in 1999, and an aggregate of 41,911 shares of Common Stock was issued on four dates in 1999. Each of these transactions was exempt from registration under Section 4(2) of the Securities Act of 1933, as amended.

Item 6. SELECTED FINANCIAL DATA

See Table One in Item 7 for Selected Financial Data.

Item 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS AND FINANCIAL CONDITION.

On September 30, 1998, Bank of America Corporation (the Corporation), formerly NationsBank Corporation (NationsBank), completed its merger with the former BankAmerica Corporation (BankAmerica). In addition, on January 9, 1998, the Corporation completed its merger with Barnett Banks, Inc. (Barnett). The BankAmerica and Barnett mergers were each accounted for as a pooling of interests and, accordingly, all financial information has been restated for all periods presented.

This report on Form 10-K contains certain forward-looking statements that are subject to risks and uncertainties and include information about possible or assumed future results of operations. Many possible events or factors could affect the future financial results and performance of the Corporation. This could cause results or performance to differ materially from those expressed in our forward-looking statements. Words such as "expects", "anticipates", "believes", "estimates", variations of such words and other similar expressions are intended to identify such forward-looking statements. These statements are not guarantees of future performance and involve certain risks, uncertainties and assumptions which are difficult to predict. Therefore, actual outcomes and results may differ materially from what is expressed or forecasted in, or implied by, such forward-looking statements. Readers of the Corporation's Form 10-K should not rely solely on the forward-looking statements and should consider all uncertainties and risks discussed throughout this report. These statements are representative only on the date hereof, and the Corporation undertakes no obligation to update any forward-looking statements made.

The possible events or factors include the following: the Corporation's loan growth is dependent on economic conditions, as well as various discretionary factors, such as decisions to securitize, sell, or purchase certain loans or loan portfolios; syndications or participations of loans; retention of residential mortgage loans; and the management of borrower, industry, product and geographic concentrations and the mix of the loan portfolio. The rate of charge-offs and provision expense can be affected by local, regional and international economic and market conditions, concentrations of borrowers, industries, products and geographic locations, the mix of the loan portfolio and management's judgments regarding the collectibility of loans. Liquidity requirements may change as a result of fluctuations in assets and liabilities and off-balance sheet exposures, which will impact the capital and debt financing needs of the Corporation and the mix of funding sources. Decisions to purchase, hold or sell securities are also dependent on liquidity requirements and market volatility, as well as on- and off-balance sheet positions. Factors that may impact interest rate risk include local, regional and international economic conditions, levels, mix, maturities, yields or rates of assets and liabilities, utilization and effectiveness of interest rate contracts and the wholesale and retail funding sources of the Corporation. Factors that may cause actual noninterest expense to differ from estimates include the ability of third parties with whom the Corporation has business relationships to fully accommodate any uncertainties relating to the Corporation's Year 2000 efforts, as well as uncertainties relating to the ability of third parties with whom the Corporation has business relationships to continue to address Year 2000 issues. The Corporation is also exposed to the potential of losses arising from adverse changes in market rates and prices which can adversely impact the value of financial products, including securities, loans, deposits, debt and derivative financial instruments, such as futures, forwards, swaps, options and other financial instruments with similar characteristics.

In addition, the banking industry in general is subject to various monetary and fiscal policies and regulations, which include those determined by the Federal Reserve Board, the OCC, the FDIC, state regulators and the Office of Thrift Supervision, whose policies and regulations could affect the Corporation's results. Other factors that may cause actual results to differ from the forward-looking statements include the following: competition with other local, regional and international banks, thrifts, credit unions and other nonbank financial institutions, such as investment banking firms, investment advisory firms, brokerage firms, investment companies and insurance companies, as well as other entities which offer financial services, located both within and outside the United States and through alternative delivery channels such as the World Wide Web; interest rate, market and monetary fluctuations; inflation; market volatility; general economic conditions and economic conditions in the geographic regions and industries in which the Corporation operates; introduction and acceptance of new banking-related products, services and enhancements; fee pricing strategies, mergers and acquisitions and their integration into the Corporation and management's ability to manage these and other risks.

1999 Compared to 1998

Overview

The Corporation is a bank holding company and, effective March 11, 2000, a financial holding company, headquartered in Charlotte, North Carolina. The Corporation provides a diversified range of banking and certain nonbanking financial services both domestically and internationally through four major business segments: Consumer Banking, Commercial Banking, Global Corporate and Investment Banking, and Principal Investing and Asset Management. At December 31, 1999, the Corporation had $633 billion in assets. On September 30, 1998, the Corporation completed its merger with BankAmerica. In addition, on January 9, 1998, the Corporation merged with Barnett. The Corporation accounted for each transaction as a pooling of interests and, accordingly, all financial information has been restated for all periods presented.

On October 1, 1997, the Corporation completed the acquisitions of Montgomery Securities, Inc. (NationsBanc Montgomery Securities) and Robertson, Stephens & Company Group, L.L.C. (Robertson Stephens). The Corporation accounted for both acquisitions as purchases. The Corporation sold the investment banking operations of Robertson Stephens on August 31, 1998 and sold the investment management operations on February 26, 1999.

Significant changes in the Corporation's results of operations and financial position are described in the following sections.

Refer to Table One and Table Twenty for annual and quarterly selected financial data, respectively.

Key performance highlights for 1999 were:

o Operating net income (net income excluding merger-related charges) totaled $8.24 billion, or diluted operating earnings of $4.68 per common share (diluted) in 1999 compared to $6.49 billion, or $3.64 per common share in 1998 (diluted). Excluding merger-related charges, the return on average common shareholders' equity increased 316 basis points to 17.70 percent in 1999 from 14.54 percent in 1998. The efficiency ratio, excluding merger-related charges, improved 585 basis points to 55.30 percent in 1999 from 61.15 percent in 1998. Including net merger-related charges, net income was $7.88 billion or $4.48 per common share (diluted) in 1999 compared to $5.17 billion or $2.90 per common share (diluted) in 1998, respectively.

o Operating cash basis ratios measure operating performance excluding merger-related charges, goodwill and other intangible assets and their related amortization expense. Cash basis diluted earnings per common share increased to $5.19 in 1999 compared to $4.15 in 1998. Return on average tangible common shareholders' equity increased to 28.46 percent compared to 25.24 percent in 1998. The cash basis efficiency ratio was 52.57 percent in 1999, an improvement of 563 basis points from 58.20 percent in 1998, due to a decline in noninterest expense of four percent and an increase in noninterest income of 15.4 percent.

- Net interest income on a taxable-equivalent basis remained essentially unchanged at $18.5 billion from 1998. Managed loan growth, particularly in consumer loan products, and higher core funding levels due to higher levels of equity and core deposits was primarily offset by the impact of securitizations, divestitures and asset sales in both years, as well as the impact of changing rates and spread compression during 1999. The net interest yield decreased to 3.47 percent in 1999 compared to 3.69 percent in 1998, mainly due to higher levels of lower-yielding investment securities, a shift in loan mix to lower-yielding residential mortgages, changes in interest rates and spread compression and the cost of the Corporation's share repurchase program during 1999.

- The provision for credit losses was $1.8 billion in 1999 compared to $2.9 billion in 1998. The decrease in the provision for credit losses was primarily due to a significant reduction in the inherent risk and size of the Corporation's emerging markets portfolio and a change in the composition of the loan portfolio from commercial real estate and foreign to more consumer residential mortgage loans as well as a $467 million decline in net charge-offs. Net charge-offs totaled $2.0 billion in 1999 compared to $2.5 billion in 1998, while net charge-offs as a percentage of average loans and leases outstanding were 0.55 percent in 1999 compared to 0.71 percent in 1998. Commercial - domestic net charge-offs were significantly impacted in 1998 by a partial charge-off of a credit to a trading and investment firm, D.E. Shaw Securities Group, L.P. and related entities (DE Shaw). In addition, the decrease in net charge-offs in 1999 was driven by a reduction in bankcard and consumer finance

losses which was partially offset by an increase in commercial - domestic charge-offs. The increase in commercial - domestic losses was attributable to certain troubled industries, including healthcare and sub-prime finance.

- Gains on sales of securities were $240 million in 1999 compared to $1.0 billion in 1998. Securities gains were higher in 1998 as a result of favorable market conditions for certain debt instruments and higher activity in connection with the Corporation's overall risk management operations.

- Noninterest income increased 15.4 percent to $14.1 billion in 1999. This growth was attributable to higher levels of income from most categories, including service charges on deposit accounts, mortgage servicing income, investment banking income, trading account profits and fees, and credit card income. Trading account profits and fees increased $1.3 billion to $1.5 billion in 1999 compared to $171 million in 1998 primarily due to higher levels of revenue from equities, interest rate contracts and fixed income. Prior year profits and fees were negatively impacted by a write-down of Russian securities and losses in corporate bonds and commercial mortgages due to widening spreads. Partially offsetting these increases was a decline in other income, which reflected greater revenue from the sale of certain businesses and higher securitization gains in 1998.

- Merger-related charges totaled $525 million and $1.8 billion in 1999 and 1998, respectively. The total $525 million charge for 1999 was attributable to the Merger compared to $1.3 billion in 1998. See Note Two of the consolidated financial statements on page 64 for additional information.

- Other noninterest expense decreased $755 million to $18.0 billion in 1999 compared to $18.7 billion in 1998. This decrease is primarily attributable to merger-related savings, which lowered personnel, professional fees, other general operating expense and general administrative and other expense in 1999.

The remainder of management's discussion and analysis of the Corporation's results of operations and financial condition should be read in conjunction with the consolidated financial statements and related notes presented on pages 52 through 99.

Table One
Five-Year Summary of Selected Financial Data

<TABLE>
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(Dollars in millions, except per share information)	1999	1998
Operating Basis (1)		
Income statement		
Interest income	$ 37,323	$ 38,588
Interest expense	19,086	20,290

Net interest income	18,237	18,298
Net interest income (taxable-equivalent basis)	18,452	18,461
Provision for credit losses	1,820	2,920
Gains on sales of securities	240	1,017
Noninterest income	14,069	12,189
Other noninterest expense	17,986	18,741
Income before income taxes	12,740	9,843
Income tax expense	4,500	3,353
Net income	8,240	6,490
Net income available to common shareholders	8,234	6,465
Performance ratios		
Return on average assets	1.34%	1.11%
Return on average common shareholders' equity	17.70	14.54
Efficiency ratio	55.30	61.15
Per common share data		
Earnings	$ 4.77	$ 3.73
Diluted earnings	4.68	3.64
Cash basis financial data (2)		
Earnings per common share	5.28	4.25
Diluted earnings per common share	5.19	4.15
Return on average tangible assets	1.52%	1.30%
Return on average tangible common shareholders' equity	28.46	25.24
Efficiency ratio	52.57	58.20
As Reported		
- -----------		
Income statement		
Merger-related charges, net	$ 525	$ 1,795
Income before income taxes	12,215	8,048
Income tax expense	4,333	2,883
Net income	7,882	5,165
Net income available to common shareholders	7,876	5,140
Average common shares issued and outstanding (in thousands)	1,726,006	1,732,057
Performance ratios		
Return on average assets	1.28%	.88%
Return on average common shareholders' equity	16.93	11.56
Total equity to total assets (at year end)	7.02	7.44
Total average equity to total average assets	7.55	7.67
Dividend payout ratio	40.54	50.18
Per common share data		
Earnings	$ 4.56	$ 2.97
Diluted earnings	4.48	2.90
Cash dividends paid	1.85	1.59
Book value	26.44	26.60
Cash basis financial data (2)		
Earnings per common share	5.08	3.49
Diluted earnings per common share	4.98	3.41
Return on average tangible assets	1.46%	1.07%
Return on average tangible common shareholders' equity	27.34	20.70
Ending tangible equity to tangible assets	4.92	5.18
Balance sheet (at year end)		
Total loans and leases	$ 370,662	$ 357,328
Total assets	632,574	617,679
Total deposits	347,273	357,260
Long-term debt	55,486	45,888
Common shareholders' equity	44,355	45,866
Total shareholders' equity	44,432	45,938
Risk-based capital ratios (at year end) (3)		
Tier 1 capital	7.35%	7.06%
Total capital	10.88	10.94
Leverage ratio	6.26	6.22
Market price per share of common stock		
Closing	$ 50 3/16	$ 60 1/8
High	76 3/8	88 7/16
Low	47 5/8	44

<CAPTION>

(Dollars in millions, except per share information)	1997	1996	1995
<S>	<C>	<C>	<C>
Operating Basis (1)			
- -------------------			
Income statement			
Interest income	$ 37,333	$ 33,636	$ 32,158
Interest expense	18,901	16,682	16,369
Net interest income	18,432	16,954	15,789
Net interest income (taxable-equivalent basis)	18,589	17,082	15,824
Provision for credit losses	1,904	1,645	945
Gains on sales of securities	271	147	68
Noninterest income	11,756	9,604	8,132
Other noninterest expense	17,625	15,351	14,667
Income before income taxes	10,930	9,709	8,377

Income tax expense	4,124	3,651	3,230
Net income	6,806	6,058	5,147
Net income available to common shareholders	6,695	5,856	4,896
Performance ratios			
Return on average assets	1.25%	1.25%	1.13%
Return on average common shareholders' equity	15.88	17.04	15.52
Efficiency ratio	58.08	57.52	61.22
Per common share data			
Earnings	$ 3.86	$ 3.58	$ 3.03
Diluted earnings	3.76	3.51	2.98
Cash basis financial data (2)			
Earnings per common share	4.36	3.91	3.38
Diluted earnings per common share	4.24	3.84	3.32
Return on average tangible assets	1.45%	1.39%	1.27%
Return on average tangible common shareholders' equity	27.77	24.60	23.56
Efficiency ratio	55.27	55.49	58.89
As Reported			
- -----------			
Income statement			
Merger-related charges, net	$ 374	$ 398	$ --
Income before income taxes	10,556	9,311	8,377
Income tax expense	4,014	3,498	3,230
Net income	6,542	5,813	5,147
Net income available to common shareholders	6,431	5,611	4,896
Average common shares issued and outstanding (in thousands)	1,733,194	1,638,382	1,613,404
Performance ratios			
Return on average assets	1.20%	1.20%	1.13%
Return on average common shareholders' equity	15.26	16.32	15.52
Total equity to total assets (at year end)	7.81	7.91	7.86
Total average equity to total average assets	8.02	7.61	7.51
Dividend payout ratio	32.09	30.05	29.13
Per common share data			
Earnings	$ 3.71	$ 3.42	$ 3.03
Diluted earnings	3.61	3.36	2.98
Cash dividends paid	1.37	1.20	1.04
Book value	25.49	22.10	20.89
Cash basis financial data (2)			
Earnings per common share	4.20	3.76	3.38
Diluted earnings per common share	4.09	3.69	3.32
Return on average tangible assets	1.40%	1.34%	1.27%
Return on average tangible common shareholders' equity	26.80	23.65	23.56
Ending tangible equity to tangible assets	5.19	6.31	6.19
Balance sheet (at year end)			
Total loans and leases	$ 342,140	$ 317,709	$ 302,804
Total assets	570,983	477,702	461,775
Total deposits	346,297	309,100	296,316
Long-term debt	42,887	40,041	34,349
Common shareholders' equity	43,907	35,429	33,532
Total shareholders' equity	44,584	37,793	36,295
Risk-based capital ratios (at year end) (3)			
Tier 1 capital	6.50%	7.76%	7.24%
Total capital	10.89	12.66	11.58
Leverage ratio	5.57	7.09	6.27
Market price per share of common stock			
Closing	$ 60 13/16	$ 48 7/8	$ 34 13/16
High	71 11/16	52 5/8	37 3/8
Low	48	32 3/16	22 5/16

</TABLE>

(1) Operating basis excludes merger-related charges.
(2) Cash basis calculations exclude goodwill and other intangible assets and their related amortization expense.
(3) Ratios prior to 1998 have not been restated to reflect the impact of the BankAmerica and Barnett mergers.

Business Segment Operations

The Corporation provides a diversified range of banking and certain nonbanking financial services and products through its various subsidiaries. Management reports the results of the Corporation's operations through four business segments: Consumer Banking, Commercial Banking, Global Corporate and Investment Banking, and Principal Investing and Asset Management.

The business segments summarized in Table Two are primarily managed with a focus on various performance objectives including net income, return on average equity and operating efficiency. These performance objectives are also presented on a cash basis, which excludes the impact of goodwill and other intangible assets and their related amortization expense. The net interest income of the business segments reflects the results of a funds transfer pricing process which derives net interest income by matching assets and liabilities with similar interest rate sensitivity and maturity characteristics. Equity capital is allocated to each business segment based on an assessment of its inherent risk.

See Note Seventeen of the consolidated financial statements on page 95 for additional business segment information and reconciliations to consolidated amounts.

Consumer Banking

The Consumer Banking segment provides comprehensive retail banking products and services to individuals and small businesses through multiple delivery channels including approximately 4,500 banking centers and 14,000 automated teller machines (ATMs). These banking centers and ATMs are located principally throughout the Corporation's franchise and serve approximately 30 million households in 21 states and the District of Columbia. This segment also provides specialized services such as the origination and servicing of residential mortgage loans, issuance and servicing of credit and debit cards, direct banking via telephone and internet, student lending and certain insurance services. The consumer finance component provides mortgage, home equity and automobile loans to consumers, retail finance programs to dealers and lease financing to purchasers of new and used cars.

Consumer Banking's net income remained essentially unchanged at $3.9 billion in 1999 compared to 1998. Taxable-equivalent net interest income decreased $283 million to $11.5 billion in 1999 from $11.8 billion in 1998, reflecting the impact of securitizations, loan sales, divestitures and lower loan spreads, particularly in consumer finance, partially offset by managed loan growth and increased core deposit levels. As the Corporation continues to securitize loans, its role becomes that of a servicer and the servicing income, as well as the gains on securitizations, are reflected in noninterest income. Average managed loans and leases increased $25.6 billion to $203.0 billion in 1999 compared to $177.4 billion in 1998. Average total deposits increased slightly to $229.7 billion from $228.9 billion in 1998, and reflected a favorable shift toward more core deposits. The net interest yield increased five basis points during 1999 to 4.93 percent from 4.88 percent in 1998.

Noninterest income in Consumer Banking declined $93 million in 1999 to $6.5 billion from $6.6 billion in 1998, due to lower other income resulting from gains realized on the sale of a manufactured housing unit and the sale of real estate included in premises and equipment during 1998. The decline in other income was partially offset by increased mortgage servicing and production fees and credit card income. Mortgage servicing and production fees increased $145 million to $662 million in 1999 compared to $517 million in 1998, primarily due to benefits from slower prepayments, reductions in the cost to service loans and higher revenue from portfolio growth.

Other noninterest expense decreased $479 million to $10.5 billion in 1999 from $11.0 billion in 1998 primarily due to reductions in personnel expense, data processing expense and other general operating expense. These decreases mainly reflect successful merger-related savings efforts. The efficiency ratio improved to 58.5 percent in 1999 compared to 59.9 percent in 1998. The cash basis efficiency ratio improved 160 basis points to 55.0 percent in 1999, compared to 56.6 percent in 1998. The return on average equity increased to 19.9 percent in 1999 from 19.2 percent in 1998. The return on tangible equity increased to 30.4 percent in 1999 compared to 29.3 percent in 1998.

Commercial Banking

The Commercial Banking segment provides a wide range of commercial banking services for businesses with annual revenues of up to $500 million. Services provided include commercial lending, treasury and cash management services, asset-backed lending and factoring. Also included in this segment are the Corporation's commercial finance operations which provide equipment loans and leases, loans for debt restructuring, mergers and working capital, real estate and health care financing and inventory financing to manufacturers, distributors and dealers.

Commercial Banking's net income decreased $75 million to $878 million in 1999 compared to $953 million in 1998 primarily due to increased provision expense. Taxable-equivalent net interest income remained essentially unchanged at $2.2 billion for the years ended December 31, 1999 and 1998, primarily reflecting loan and deposit growth, offset by lower loan spreads due to competitive pricing and changes in the product composition. Commercial Banking's average managed loan and lease portfolio during 1999 increased slightly to $55.4 billion compared to $53.5 billion during 1998.

Noninterest income increased $164 million to $894 million in 1999 from $730 million in 1998. This increase included higher revenue from investment banking activities.

Other noninterest expense for the period increased $88 million to $1.5

billion in 1999 from $1.4 billion in 1998, primarily due to an increase in other general operating expense. The efficiency ratio improved to 47.8 percent in 1999 from 48.1 percent in 1998. The cash basis efficiency ratio increased 130 basis points to 45.9 percent in 1999 from 44.6 percent in 1998. Return on average equity increased to 20.7 percent in 1999 from 20.1 percent in 1998. The return on tangible equity decreased to 24.6 percent in 1999 compared to 27.1 percent in 1998.

Global Corporate and Investment Banking

The Global Corporate and Investment Banking segment provides a broad array of financial products such as investment banking, trade finance, treasury management, capital markets, leasing and financial advisory services to domestic and international corporations, financial institutions and government entities. Clients are supported through offices in 37 countries in four distinct geographic regions: U.S. and Canada; Asia; Europe, Middle East and Africa; and Latin America. Products and services provided include loan origination, cash management, foreign exchange, leasing, leveraged finance, project finance, real estate finance, senior bank debt, structured finance and trade services. Through a separate subsidiary, Banc of America Securities LLC, formerly NationsBanc Montgomery Securities, Global Corporate and Investment Banking is a primary dealer of U.S. Government securities, underwrites and makes markets in equity securities, and underwrites and deals in high-grade and high-yield corporate debt securities, commercial paper, mortgage-backed and asset-backed securities, federal agencies securities and municipal securities. Banc of America Securities LLC also provides correspondent clearing services for other securities broker/dealers, offers traditional brokerage service to high-net-worth individuals and provides prime-brokerage services. Debt and equity securities research, loan syndications, mergers and acquisitions advisory services and private placements are also provided through Banc of America Securities LLC. Additionally, Global Corporate and Investment Banking is a market maker in derivative products which include swap agreements, option contracts, forward settlement contracts, financial futures, and other derivative products in certain interest rate, foreign exchange, commodity and equity markets. In support of these activities, Global Corporate and Investment Banking takes positions in securities and derivatives to support client demands and for its own account.

Global Corporate and Investment Banking's net income increased significantly to $2.3 billion in 1999 compared to $292 million in 1998, an increase of $2.0 billion. Taxable-equivalent net interest income remained essentially unchanged at $3.8 billion for the years ended December 31, 1999 and 1998, as slightly higher contributions from trading-related activities were offset by strategic reductions in both the foreign and commercial real estate loan portfolios and lower loan spreads. The average managed loan and lease portfolio increased $1.2 billion to $111.9 billion in 1999 compared to $110.7 billion in 1998.

Noninterest income for 1999 increased $1.4 billion to $4.3 billion in 1999 from $2.9 billion in 1998, reflecting an increase in trading account profits and fees in 1999 which was driven by strong activities in most areas, particularly equity and advisory, as well as the write-down of Russian securities and losses in corporate bonds in 1998.

Other noninterest expense decreased $110 million to $4.6 billion in 1999 from $4.7 billion in 1998, due primarily to decreased personnel expense and other general operating expense. The efficiency ratio improved to 56.4 percent in 1999 from 70.6 percent in 1998. The cash basis efficiency ratio improved to 54.5 percent for 1999 compared to 68.1 percent for 1998. Return on average equity increased to 17.6 percent in 1999 from 2.3 percent in 1998. The return on tangible equity increased to 21.1 percent in 1999 from 4.1 percent in 1998.

Principal Investing and Asset Management

The Principal Investing and Asset Management segment includes Principal Investing and the three businesses of Asset Management. Principal Investing includes direct equity investments in businesses and investments in general partnership funds. Asset Management includes the Private Bank, Banc of America Capital Management and Banc of America Investment Services, Inc. The Private Bank offers financial solutions to high-net-worth clients and foundations in the U.S. and internationally by providing customized asset management and credit, financial advisory, fiduciary and trust services, and banking services. Banc of America Capital Management, offering management of equity, fixed income, cash and alternative investments, manages the assets of individuals, corporations, municipalities, foundations and universities, and public and private institutions, as well as provides advisory services to the Corporation's affiliated family of mutual funds. Banc of America Investment Services, Inc. provides both full-service and discount brokerage services through investment professionals located throughout the franchise and a highly-rated brokerage website that provides customers a wide array of market analyses, investment research and self-help tools, as well as account information and transaction capabilities.

The Asset Management Group seeks to help all customers and clients accumulate, grow and preserve their wealth by providing intellectual solutions for their needs. These businesses continually build on their strong capabilities and align with other lines of businesses within the Corporation to strengthen partnerships to better meet the needs of all customers and clients.

Principal Investing and Asset Management's net income increased $350 million to $841 million in 1999 compared to $491 million in 1998. Taxable-equivalent net interest income in 1999 increased $42 million to $501 million compared to $459 million in 1998, reflecting strong loan growth in commercial and residential mortgage loans partially offset by spread compression on loans and deposits. The average managed loan and lease portfolio in 1999 increased $3.8 billion to $19.0 billion compared to $15.2 billion during 1998.

Noninterest income for 1999 increased $410 million to $2.3 billion in 1999 compared to $1.9 billion in 1998, primarily attributable to growth in principal investing income, brokerage income and asset management fees. Principal investing income reflected continued growth in this business and a gain on the sale of an investment in a sub-prime mortgage lender in 1999. Brokerage income and asset management fees had strong core growth during 1999 which was somewhat offset by the sale of the investment management operations of Robertson Stephens.

Other noninterest expense decreased $236 million to $1.4 billion in 1999 from $1.6 billion in 1998, due primarily to lower personnel expense, professional fees, other general operating expense and processing expense. The efficiency ratio improved to 48.0 percent in 1999 from 67.1 percent in 1998. The cash basis efficiency ratio improved to 46.7 percent in 1999 from 65.9 percent in 1998. Return on average equity increased to 26.9 percent in 1999 from 20.1 percent in 1998. The return on tangible equity increased to 30.7 percent in 1999 from 22.8 percent in 1998.

Table Two
Business Segment Summary

<TABLE>
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(Dollars in millions)	Consumer Banking 1999	Consumer Banking 1998	Commercial Banking 1999	Commercial Banking 1998
<S>	<C>	<C>	<C>	<C>
Net income	$ 3,899	$ 3,879	$ 878	$ 953
Cash basis earnings (1)	4,537	4,485	935	1,054
Net interest yield	4.93%	4.88%	3.93%	3.97%
Average equity to average assets	7.53	7.59	7.13	7.92
Return on average equity	19.9	19.2	20.7	20.1
Return on tangible equity (1)	30.4	29.3	24.6	27.1
Efficiency ratio	58.5	59.9	47.8	48.1
Cash basis efficiency ratio (1)	55.0	56.6	45.9	44.6
Average:				
Total loans and leases	$181,278	$169,251	$55,421	$53,887
Total deposits	229,652	228,938	22,124	20,342
Total assets	259,980	265,889	59,392	59,931
Year-end:				
Total loans and leases	186,950	171,252	57,508	56,330
Total deposits	228,481	233,317	26,389	23,942
Total assets	255,401	271,695	63,066	61,772

</TABLE>

<TABLE>
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(Dollars in millions)	Global Corporate and Investment Banking 1999	Global Corporate and Investment Banking 1998	Principal Investing and Asset Management 1999	Principal Investing and Asset Management 1998
<S>	<C>	<C>	<C>	<C>
Net income	$ 2,254	$ 292	$ 841	$ 491
Cash basis earnings (1)	2,412	460	876	518
Net interest yield	2.10%	2.12%	2.57%	2.94%
Average equity to average assets	5.88	5.84	13.30	12.77
Return on average equity	17.6	2.3	26.9	20.1
Return on tangible equity (1)	21.1	4.1	30.7	22.8
Efficiency ratio	56.4	70.6	48.0	67.1

Cash basis efficiency ratio (1)	54.5	68.1	46.7	65.9
Average:				
Total loans and leases	$107,514	$109,543	$19,034	$15,174
Total deposits	64,702	64,262	11,416	11,784
Total assets	217,409	217,709	23,482	19,173
Year-end:				
Total loans and leases	105,315	112,903	21,004	17,810
Total deposits	64,195	67,827	11,179	12,542
Total assets	223,930	229,441	26,004	21,579

</TABLE>

(1) Cash basis calculations exclude goodwill and other intangible assets and their related amortization expense.

Results of Operations

Net Interest Income

An analysis of the Corporation's net interest income on a taxable-equivalent basis and average balance sheet for the last three years and most recent five quarters is presented in Tables Three and Twenty-One, respectively. The changes in net interest income from year to year are analyzed in Table Four.

As reported, net interest income on a taxable-equivalent basis remained essentially unchanged at $18.5 billion in 1999 compared to 1998. Management also reviews "Core net interest income", which adjusts reported net interest income for the impact of trading-related activities, securitizations, asset sales and divestitures. For purposes of internal analysis, management combines trading-related net interest income with trading revenue, as discussed in the "Noninterest Income" section below, as trading strategies are typically evaluated on total revenue. The determination of core net interest income also requires adjustment for the impact of securitizations (primarily home equity and credit card), asset sales (primarily residential and commercial real estate loans) and divestitures. Net interest income associated with assets that have been securitized is predominantly offset in noninterest income, as the Corporation takes on the role of servicer and records servicing income and gains on securitizations, where appropriate.

The table below provides a reconciliation between net interest income on a taxable-equivalent basis presented in Table Three and core net interest income for the year ended December 31:

<TABLE>
<CAPTION>

(Dollars in millions)	1999	1998	Change
<S>	<C>	<C>	<C>
Net interest income			
As reported (1)	$ 18,452	$ 18,461	(0.05)%
Less: Trading-related net interest income	(662)	(608)	
Add: Impact of securitizations, asset sales and divestitures	874	313	
Core net interest income	$ 18,664	$ 18,166	2.74%
Average earning assets			
As reported	$ 531,511	$ 499,739	6.36%
Less: Trading-related earning assets	(85,772)	(71,576)	
Add: Earning assets securitized, sold and divested	20,105	5,950	
Core average earning assets	$ 465,844	$ 434,113	7.31%
Net yield on earning assets (1,2)			
As reported	3.47%	3.69%	(22)bp
Add: Impact of trading-related activities	0.52	0.48	4
Impact of securitizations, asset sales and divestitures	0.03	0.02	1
Core net interest yield on earning assets	4.02%	4.19%	(17)bp

</TABLE>

(1) Net interest income is presented on a taxable-equivalent basis.
(2) bp denotes basis points; 100 bp equals 1%.

Core net interest income on a taxable-equivalent basis increased $498 million, or 2.7 percent, to $18.7 billion in 1999 compared to $18.2 billion in 1998. Managed loan growth, particularly in consumer loan products, and higher levels of core deposits and equity were partially offset by the impact of changing rates and spread compression during 1999.

Core average earning assets increased $31.7 billion to $465.8 billion in 1999 compared to $434.1 billion in 1998, primarily reflecting managed loan growth of nine percent and higher levels of investment securities. Managed consumer loans increased 15 percent, led by growth in residential mortgages and real-estate secured consumer finance loans of 21 percent and 34 percent, respectively. Loan growth is dependent on economic conditions, as well as various discretionary factors, such as decisions to securitize certain loan portfolios and the management of borrower, industry, product and geographic concentrations.

The core net interest yield decreased 17 basis points to 4.02 percent in 1999 compared to 4.19 percent in 1998, mainly due to higher levels of lower-yielding investment securities, a shift in loan mix to lower-yielding residential mortgages, changes in interest rates and spread compression and the cost of the Corporation's share repurchase program during 1999.

Table Three
Average Balances and Interest Rates -- Taxable-Equivalent Basis

<TABLE>
<CAPTION>

(Dollars in millions)	1999 Average Balance	1999 Interest Income/ Expense	1999 Yield/ Rate	1998 Average Balance	1998 Interest Income/ Expense	1998 Yield/ Rate
Earning assets						
Time deposits placed and other short-term investments	$ 5,268	$ 295	5.59%	$ 7,649	$ 514	6.72%
Federal funds sold and securities purchased under agreements to resell	32,252	1,666	5.17	27,288	1,828	6.70
Trading account assets	39,206	2,102	5.36	39,774	2,634	6.62
Securities:						
Available-for-sale(1)	78,552	4,809	6.12	62,571	4,286	6.85
Held-for-investment	1,575	112	7.16	4,113	282	6.88
Total securities	80,127	4,921	6.14	66,684	4,568	6.85
Loans and leases(2):						
Commercial - domestic	138,339	10,112	7.31	130,177	9,988	7.67
Commercial - foreign	29,374	1,897	6.46	31,015	2,246	7.24
Commercial real estate - domestic	25,533	2,115	8.28	28,418	2,503	8.81
Commercial real estate - foreign	294	25	8.76	330	33	10.05
Total commercial	193,540	14,149	7.31	189,940	14,770	7.78
Residential mortgage	78,948	5,667	7.18	70,842	4,880	6.89
Home equity lines	16,152	1,268	7.85	16,129	1,741	10.79
Direct/Indirect consumer	42,274	3,469	8.21	40,204	3,506	8.72
Consumer finance	18,752	1,670	8.91	14,368	1,529	10.64
Bankcard	9,778	1,134	11.59	12,960	1,638	12.64
Foreign consumer	3,339	316	9.45	3,397	357	10.51

Total consumer	169,243	13,524	7.99	157,900	13,651	8.65
Total loans and leases	362,783	27,673	7.63	347,840	28,421	8.17
Other earning assets	11,875	881	7.41	10,504	786	7.49
Total earning assets(3)	531,511	37,538	7.06	499,739	38,751	7.75
Cash and cash equivalents	25,766			24,907		
Other assets, less allowance for credit losses	59,561			59,841		
Total assets	$616,838			$584,487		
Interest-bearing liabilities						
Domestic interest-bearing deposits:						
Savings	$ 23,655	300	1.27	$ 22,692	421	1.86
NOW and money market deposit accounts	98,649	2,374	2.41	96,541	2,536	2.63
Consumer CDs and IRAs	74,010	3,534	4.78	74,655	3,915	5.24
Negotiated CDs, public funds and other time deposits	6,646	361	5.44	7,604	414	5.44
Total domestic interest-bearing deposits	202,960	6,569	3.24	201,492	7,286	3.62
Foreign interest-bearing deposits(4):						
Banks located in foreign countries	16,301	802	4.92	24,587	1,405	5.72
Governments and official institutions	7,884	400	5.08	10,517	590	5.61
Time, savings and other	25,949	1,231	4.74	24,261	1,530	6.30
Total foreign interest-bearing deposits	50,134	2,433	4.85	59,365	3,525	5.94
Total interest-bearing deposits	253,094	9,002	3.56	260,857	10,811	4.14
Federal funds purchased, securities sold under agreements to repurchase and other short-term borrowings	116,150	5,826	5.02	90,630	5,239	5.78
Trading account liabilities	15,458	658	4.26	17,472	895	5.12
Long-term debt(5)	57,574	3,600	6.25	49,969	3,345	6.69
Total interest-bearing liabilities(6)	442,276	19,086	4.32	418,928	20,290	4.84
Noninterest-bearing sources:						
Noninterest-bearing deposits	88,654			84,628		
Other liabilities	39,307			36,102		
Shareholders' equity	46,601			44,829		
Total liabilities and shareholders' equity	$616,838			$584,487		
Net interest spread			2.74			2.91
Impact of noninterest-bearing sources			.73			.78

Net interest income/yield on earning assets	$18,452	3.47%	$18,461	3.69%

<CAPTION>

(Dollars in millions)	1997 Average Balance	1997 Interest Income/ Expense	1997 Yield/ Rate
<S>	<C>	<C>	<C>
Earning assets			
Time deposits placed and other short-term investments	$ 8,379	$ 541	6.46%
Federal funds sold and securities purchased under agreements to resell	23,437	1,516	6.47
Trading account assets	38,284	2,588	6.76
Securities:			
Available-for-sale(1)	42,867	2,959	6.90
Held-for-investment	5,402	389	7.19
Total securities	48,269	3,348	6.94
Loans and leases(2):			
Commercial - domestic	117,465	9,386	7.99
Commercial - foreign	28,295	1,995	7.05
Commercial real estate - domestic	29,468	2,748	9.33
Commercial real estate - foreign	156	30	19.24
Total commercial	175,384	14,159	8.07
Residential mortgage	80,593	5,683	7.05
Home equity lines	14,760	1,813	12.29
Direct/Indirect consumer	39,270	3,464	8.82
Consumer finance	13,845	1,625	11.73
Bankcard	15,920	2,127	13.36
Foreign consumer	3,379	301	8.90
Total consumer	167,767	15,013	8.95
Total loans and leases	343,151	29,172	8.50
Other earning assets	3,442	325	9.46
Total earning assets(3)	464,962	37,490	8.06
Cash and cash equivalents	24,187		
Other assets, less allowance for credit losses	54,647		
Total assets	$543,796		
Interest-bearing liabilities			
Domestic interest-bearing deposits:			
Savings	$ 24,559	490	2.00
NOW and money market deposit accounts	95,204	2,529	2.66
Consumer CDs and IRAs	77,479	4,101	5.29
Negotiated CDs, public funds and other time deposits	6,412	360	5.62
Total domestic interest-bearing deposits	203,654	7,480	3.67
Foreign interest-bearing deposits(4):			
Banks located in foreign countries	22,100	1,274	5.77
Governments and official institutions	10,801	591	5.47
Time, savings and other	22,093	1,339	6.06
Total foreign interest-bearing deposits	54,994	3,204	5.83
Total interest-bearing deposits	258,648	10,684	4.13
Federal funds purchased, securities sold under agreements to repurchase and other short-term borrowings	70,399	4,105	5.83
Trading account liabilities	15,285	975	6.38
Long-term debt(5)	46,337	3,137	6.77
Total interest-bearing liabilities(6)	390,669	18,901	4.84
Noninterest-bearing sources:			
Noninterest-bearing deposits	78,235		
Other liabilities	31,282		
Shareholders' equity	43,610		

Total liabilities and shareholders' equity	$543,796		
Net interest spread			3.22
Impact of noninterest-bearing sources			.78
Net interest income/yield on earning assets		$18,589	4.00%

</TABLE>

(1) The average balance and yield on available-for-sale securities are based on the average of historical amortized cost balances.
(2) Nonperforming loans are included in the average loan balances. Income on such nonperforming loans is recognized on a cash basis.
(3) Interest income includes taxable-equivalent basis adjustments of $215, $163 and $157 in 1999, 1998 and 1997, respectively. Interest income also includes the impact of risk management interest rate contracts, which increased interest income on the underlying assets $306, $174 and $159 in 1999, 1998 and 1997, respectively.
(4) Primarily consists of time deposits in denominations of $100,000 or more.
(5) Long-term debt includes trust preferred securities.
(6) Interest expense includes the impact of risk management interest rate contracts, which decreased (increased) interest expense on the underlying liabilities $116, $(45) and $15 in 1999, 1998 and 1997, respectively.

Table Four
Analysis of Changes in Net Interest Income -- Taxable-Equivalent Basis

<TABLE>
<CAPTION>

	From 1998 to 1999		
	Due to Change in(1)		
(Dollars in millions)	Volume	Rate	Net Change
<S>	<C>	<C>	<C>
Increase (decrease) in interest income			
Time deposits placed and other short-term investments	$(143)	$ (76)	$ (219)
Federal funds sold and securities purchased under agreements to resell	299	(461)	(162)
Trading account assets	(37)	(495)	(532)
Securities:			
Available-for-sale	1,013	(490)	523
Held-for-investment	(180)	10	(170)
Total securities			353
Loans and leases:			
Commercial - domestic	609	(485)	124
Commercial - foreign	(115)	(234)	(349)
Commercial real estate - domestic	(245)	(143)	(388)
Commercial real estate - foreign	(3)	(5)	(8)
Total commercial			(621)
Residential mortgage	576	211	787
Home equity lines	2	(475)	(473)
Direct/Indirect consumer	176	(213)	(37)
Consumer finance	417	(276)	141
Bankcard	(377)	(127)	(504)
Foreign consumer	(6)	(35)	(41)
Total consumer			(127)
Total loans and leases			(748)
Other earning assets	102	(7)	95
Total interest income			(1,213)
Increase (decrease) in interest expense			
Domestic interest-bearing deposits:			
Savings	17	(138)	(121)
NOW and money market deposit accounts	54	(216)	(162)
Consumer CDs and IRAs	(34)	(347)	(381)
Negotiated CDs, public funds and other time deposits	(52)	(1)	(53)
Total domestic interest-bearing deposits			(717)
Foreign interest-bearing deposits:			
Banks located in foreign countries	(427)	(176)	(603)

	Volume	Rate	Net Change
Governments and official institutions	(137)	(53)	(190)
Time, savings and other	101	(400)	(299)
Total foreign interest-bearing deposits			(1,092)
Total interest-bearing deposits			(1,809)
Federal funds purchased, securities sold under agreements to repurchase and other short-term borrowings	1,342	(755)	587
Trading account liabilities	(96)	(141)	(237)
Long-term debt	486	(231)	255
Total interest expense			(1,204)
Net decrease in net interest income			$ (9)

<CAPTION>

	From 1997 to 1998		
	Due to Change in(1)		
(Dollars in millions)	Volume	Rate	Net Change
<S>	<C>	<C>	<C>
Increase (decrease) in interest income			
Time deposits placed and other short-term investments	$ (48)	$ 21	$ (27)
Federal funds sold and securities purchased under agreements to resell	256	56	312
Trading account assets	99	(53)	46
Securities:			
Available-for-sale	1,350	(23)	1,327
Held-for-investment	(89)	(18)	(107)
Total securities			1,220
Loans and leases:			
Commercial - domestic	986	(384)	602
Commercial - foreign	196	55	251
Commercial real estate - domestic	(96)	(149)	(245)
Commercial real estate - foreign	22	(19)	3
Total commercial			611
Residential mortgage	(674)	(129)	(803)
Home equity lines	159	(231)	(72)
Direct/Indirect consumer	82	(40)	42
Consumer finance	60	(156)	(96)
Bankcard	(379)	(110)	(489)
Foreign consumer	2	54	56
Total consumer			(1,362)
Total loans and leases			(751)
Other earning assets	541	(80)	461
Total interest income			1,261
Increase (decrease) in interest expense			
Domestic interest-bearing deposits:			
Savings	(36)	(33)	(69)
NOW and money market deposit accounts	35	(28)	7
Consumer CDs and IRAs	(148)	(38)	(186)
Negotiated CDs, public funds and other time deposits	65	(11)	54
Total domestic interest-bearing deposits			(194)
Foreign interest-bearing deposits:			
Banks located in foreign countries	142	(11)	131
Governments and official institutions	(16)	15	(1)
Time, savings and other	135	56	191
Total foreign interest-bearing deposits			321
Total interest-bearing deposits			127
Federal funds purchased, securities sold under agreements to repurchase and other short-term borrowings	1,170	(36)	1,134
Trading account liabilities	128	(208)	(80)
Long-term debt	243	(35)	208

Total interest expense	1,389
Net decrease in net interest income	$ (128)

</TABLE>

(1) The changes for each category of interest income and expense are divided between the portion of change attributable to the variance in volume or rate for that category. The amount of change that cannot be separated is allocated to each variance proportionately.

Provision for Credit Losses

The provision for credit losses was $1.8 billion in 1999 compared to $2.9 billion in 1998. The decrease in the provision for credit losses was primarily due to a significant reduction in the inherent risk and size of the Corporation's emerging markets portfolio and a change in the composition of the loan portfolio from commercial real estate and foreign to more consumer residential mortgage loans as well as a $467 million decline in net charge-offs. For additional information on the allowance for credit losses, certain credit quality ratios and credit quality information on specific loan categories, see the "Credit Risk Management and Credit Portfolio Review" section on page 30.

Gains on Sales of Securities

Gains on sales of securities were $240 million in 1999 compared to $1.0 billion in 1998. Securities gains were higher in 1998 as a result of favorable market conditions for certain debt instruments and higher activity in connection with the Corporation's overall risk management operations.

Noninterest Income

As presented in Table Five, noninterest income increased $1.9 billion to $14.1 billion in 1999, primarily reflecting higher levels of trading account profits and fees, mortgage servicing income and credit card income, partially offset by declines in nondeposit-related service fees and other income.

Table Five
Noninterest Income

<TABLE>
<CAPTION>

			Change	
(Dollars in millions)	1999	1998	Amount	Percent
<S>	<C>	<C>	<C>	<C>
Service charges on deposit accounts	$ 3,645	$ 3,396	$ 249	7.3%
Mortgage servicing income	673	389	284	73.0
Investment banking income	2,244	2,009	235	11.7
Trading account profits and fees	1,495	171	1,324	n/m
Brokerage income	724	728	(4)	(.5)
Nondeposit-related service fees	554	652	(98)	(15.0)
Asset management and fiduciary service fees	1,023	973	50	5.1
Credit card income	1,791	1,448	343	23.7
Other income	1,920	2,423	(503)	(20.8)
Total	$14,069	$12,189	$1,880	15.4%

</TABLE>

n/m = not meaningful

o Service charges on deposit accounts include ATM and checkcard, interchange fees, overdraft fees and other deposit-related fees. Service charges on deposit accounts increased by $249 million to $3.6 billion in 1999 primarily due to increases in commercial checking account service charges and increased debit card activity.

o Mortgage servicing income increased $284 million to $673 million in 1999, primarily due to lower prepayment speeds as a result of higher interest rates and a reduction in servicing costs primarily due to service operation consolidations. The average managed portfolio of loans serviced increased $36 billion to $273 billion in 1999 compared to $237 billion in 1998. First mortgage loans originated through the Corporation decreased to $63.2 billion in 1999 compared to $79.1 billion in 1998, reflecting a slowdown in refinancings as a result of a general increase in levels of interest rates. Origination volume in 1999 was composed of approximately $33.2 billion of retail loans and $30.0 billion of correspondent and wholesale loans.

In conducting its mortgage production activities, the Corporation is exposed to interest rate risk for the period between the loan commitment date and the loan funding date. To manage this risk, the Corporation enters into various financial instruments including forward delivery and option contracts. The notional amount of such contracts was $2.7 billion at December 31, 1999 with associated net unrealized gains of $18 million. At December 31, 1998, the notional amount of such contracts was $9.8 billion with associated net unrealized losses of $8 million. These contracts have an average expected maturity of less than 90 days. To manage risk associated with changes in prepayment rates and the impact on mortgage servicing rights, the Corporation uses various financial instruments including options and certain swap contracts. At December 31, 1999, deferred

net losses from mortgage servicing rights hedging activity were $20 million, comprised of unamortized realized deferred gains of $313 million and unrealized losses of $333 million on closed and open positions, respectively. At December 31, 1998, by comparison, deferred net gains from mortgage servicing rights hedging activity were $456 million, comprised of unamortized realized deferred gains of $266 million and unrealized gains of $190 million on closed and open positions, respectively. The change in net deferred hedge results is attributable to the overall change in interest rates which resulted in slower mortgage prepayment speeds. Notional amounts of hedge instruments used for mortgage servicing rights hedging activities were $43.4 billion and $22.4 billion at December 31, 1999 and 1998, respectively. For additional information on mortgage banking activities, see Note One of the consolidated financial statements on page 58.

o Investment banking income increased $235 million to $2.2 billion in 1999, mainly due to increased levels of activity in principal investing, syndications and other investment banking income. Principal investing income increased $254 million to $833 million in 1999, primarily reflecting continued growth in this business and a gain on the sale of an investment in a sub-prime mortgage lender in 1999. Syndication fees increased $113 million to $514 million, reflecting the Corporation's strengthened position as lead arranger on syndication deals during 1999. Other investment banking income increased $55 million to $172 million in 1999, primarily due to a gain on the sale of other assets in 1999. The increases in investment banking income were partially offset by lower levels of securities underwriting fees and advisory services fees, primarily due to the sale of the investment banking operations of Robertson Stephens in the third quarter of 1998. Securities underwriting fees decreased $123 million to $461 million in 1999. Advisory services fees decreased $64 million to $264 million in 1999. Investment banking income by major activity follows:

(Dollars in millions)	1999	1998
Investment banking income		
Principal investing	$ 833	$ 579
Securities underwriting	461	584
Syndications	514	401
Advisory services	264	328
Other	172	117
Total	$2,244	$2,009

o Trading account profits and fees represent the net amount earned from the Corporation's trading positions including trading account assets and liabilities as well as derivative-dealer positions. These transactions include positions to meet customer demand and positions for the Corporation's own trading account. Trading positions are taken in a diverse range of financial instruments and markets. The profitability of these trading positions is largely dependent on the volume and type of transactions, the level of risk assumed, and the volatility of price and rate movements. Trading account profits and fees, as reported in the Corporation's consolidated statement of income, includes neither the net interest recognized on interest-earning and interest-bearing trading positions, nor the related funding. Trading account profits and fees, as well as trading-related net interest income ("trading-related revenue") are presented in the table on the following page as they are both considered in evaluating the overall profitability of the Corporation's trading positions. Trading-related revenue is derived from foreign exchange spot, forward and cross-currency contracts, debt and equity securities and derivative contracts in interest rates, equities, credit and commodities.

Trading-related revenue increased $1.4 billion to $2.2 billion in 1999, primarily due to higher levels of revenue from equities, interest rate contracts and fixed income. Income from equities was favorably impacted by growth in the equity business in 1999. Prior year interest rate contracts and fixed income were negatively impacted by a write-down of Russian securities and losses in corporate bonds and commercial mortgages due to widening spreads.

(Dollars in millions)	1999	1998
Trading account profits and fees - as reported	$1,495	$ 171
Net interest income	662	608
Total trading-related revenue	$2,157	$ 779
Trading-related revenue by product		
Foreign exchange contracts	$ 570	$ 617
Interest rate contracts	533	172
Fixed income	499	(256)
Equities	503	184
Commodities and other	52	62
Total trading-related revenue	$2,157	$ 779

o Nondeposit-related fees decreased 15 percent to $554 million in 1999, primarily due to reduced general banking services and official check and draft fees.

o Asset management and fiduciary service fees increased $50 million to $1.0 billion in 1999, primarily due to growth in core operations reflecting increases in market value and new business, partially offset by the sale of the investment management operations of Robertson Stephens in 1999. An analysis of asset management and fiduciary service fees by major business activity follows:

(Dollars in millions)	1999	1998
Asset management and fiduciary service fees		
Private bank	$ 750	$728
Funds and institutional investment management	246	182
Retirement services, corporate trust and other	27	63
Total	$1,023	$973

	December 31	
	1999	1998
Market value of assets		
Assets under management	$247,458	$233,500
Assets under administration	309,581	300,167

o Credit card income increased $343 million to $1.8 billion in 1999, primarily due to higher interchange and merchant volumes, as well as higher excess servicing income, a result of higher levels of securitizations. Credit card income includes securitization gains of $18 million and $32 million in 1999 and 1998, respectively, and revenue from the securitized portfolio of $226 million and $178 million in 1999 and 1998, respectively.

o Other income totaled $1.9 billion in 1999, a decrease of $503 million from 1998. Other income in 1998 included a $479 million gain on the sale of a manufactured housing unit, $144 million from securitization gains, a $110 million gain on the sale of a partial ownership interest in a mortgage company and an $84 million gain on the sale of real estate included in premises and equipment, partially offset by write-downs associated with an investment in DE Shaw and other equity investments in 1998. Other income in 1999 included an $89 million gain on the sale of certain businesses, $80 million from securitization gains, a $63 million gain on the sale of substantially all remaining out-of-franchise credit card loans and a $17 million gain on the sale of certain branches. Other income also includes certain prepayment fees and other fees, net rental income on automobile leases classified as operating leases, servicing and related fees from the consumer finance business, insurance commissions and earnings and bankers' acceptances and letters of credit fees.

Other Noninterest Expense

As presented in Table Six, the Corporation's other noninterest expense decreased $755 million to $18.0 billion in 1999. This decrease was attributable to merger-related savings, resulting in lower levels of personnel, professional fees, other general operating expense and general administrative and other expense.

Table Six
Other Noninterest Expense

<TABLE>
<CAPTION>

	1999		1998		Change	
(Dollars in millions)	Amount	Percent(1)	Amount	Percent(1)	Amount	Percent
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Personnel	$ 9,308	28.7%	$ 9,412	30.7%	$(104)	(1.1)%
Occupancy	1,627	5.0	1,643	5.4	(16)	(1.0)
Equipment	1,346	4.1	1,404	4.6	(58)	(4.1)
Marketing	537	1.7	581	1.9	(44)	(7.6)
Professional fees	630	1.9	843	2.8	(213)	(25.3)
Amortization of intangibles	888	2.7	902	2.9	(14)	(1.6)
Data processing	763	2.3	765	2.5	(2)	(.3)
Telecommunications	549	1.7	563	1.8	(14)	(2.5)
Other general operating	1,820	5.6	2,044	6.6	(224)	(11.0)
General administrative and other	518	1.6	584	1.9	(66)	(11.3)
Total	$17,986	55.3%	$18,741	61.1%	$(755)	(4.0)%

</TABLE>

(1) Percent of net interest income on a taxable-equivalent basis and noninterest income.

o Personnel expense decreased $104 million to $9.3 billion in 1999, primarily attributable to the merger-related savings in salaries and wages, partially offset by higher incentive compensation. At December 31, 1999, the Corporation had approximately 156,000 full-time equivalent employees compared to approximately 171,000 at December 31, 1998.

o Professional fees decreased $213 million from 1998 to $630 million in 1999, primarily due to decreases in use of outside legal and other professional services.

o Other general operating expense decreased $224 million to $1.8 billion in 1999, primarily due to lower loan collection expense and insurance expense, partially offset by increased credit card processing expense and postage expense.

o General administrative and other expense decreased $66 million to $518 million in 1999, mainly as a result of decreased travel expense, personal property taxes and other taxes and licenses.

Year 2000 Project

For the past several years, the Corporation has been taking corrective measures to ensure that, on January 1, 2000, its computer systems and equipment that use embedded computer chips would be able to distinguish between "1900" and "2000." The Corporation also undertook corrective measures to avoid any business disruptions on February 29, 2000 as a result of the millennium's first leap year. Due to these efforts, the Corporation has not experienced any material system errors or failures as a result of Year 2000 issues.

Prior to December 31, 1999, the Corporation designed and implemented an event management communications center as a single point of coordination and information about all Year 2000 events, whether internal or external, that could impact normal business processes. The Corporation will continue to staff this center as needed through the end of the first quarter of 2000. In addition, the Corporation will continue its business as usual practices to monitor its computer systems and infrastructure, as well as the Year 2000 efforts of third parties with which the Corporation does business. Although the Corporation does not anticipate that any future Year 2000 issues will result in a material impact on the Corporation, there can be no assurance that this will be the case.

The Corporation has incurred cumulative Year 2000 costs of approximately $532 million through December 31, 1999. A significant portion of these costs was not incremental to the Corporation but instead constituted a reallocation of existing internal systems technology resources and, accordingly, was funded from normal operations. Remaining costs are expected to be immaterial and similarly funded.

Forward-looking statements contained in the foregoing "Year 2000 Project" section should be read in conjunction with the cautionary statements included in the introductory paragraphs under "Management's Discussion and Analysis of Results of Operations and Financial Condition" on page 9.

Income Taxes

The Corporation's income tax expense for 1999 and 1998 was $4.3 billion and $2.9 billion, respectively. The effective tax rates for 1999 and 1998 were 35.5 percent and 35.8 percent, respectively. Note Fifteen of the consolidated financial statements on page 91 includes a reconciliation of expected federal income tax expense computed using the federal statutory rate of 35 percent to actual income tax expense.

Balance Sheet Review and Liquidity Risk Management

The Corporation utilizes an integrated approach in managing its balance sheet, which includes management of interest rate sensitivity, credit risk, liquidity risk and its capital position. The average balances discussed below can be derived from Table Three.

Average levels of customer-based funds increased $5.5 billion to $291.6 billion in 1999 compared to $286.1 billion in 1998, primarily due to an increase in demand deposits. As a percentage of total sources, average levels of customer-based funds decreased to 47 percent in 1999 from 49 percent in 1998.

Average levels of market-based funds increased $14.3 billion in 1999 to $181.7 billion. In addition, 1999 average levels of long-term debt increased by $7.6 billion over 1998, mainly the result of borrowings to fund earning asset growth and business development opportunities, build liquidity, repay maturing debt and fund share repurchases.

The average securities portfolio in 1999 increased $13.4 billion over 1998 levels, representing 13 percent of total uses of funds in 1999 compared to 11 percent in 1998. See the following "Securities" section for additional information on the securities portfolio.

Average loans and leases, the Corporation's primary use of funds, increased $14.9 billion to $362.8 billion in 1999. Average managed loans and leases increased $32.1 billion, or 9.0 percent, to $388.9 billion in 1999, reflecting strong loan growth in consumer products throughout the franchise due to continued strength in consumer product introductions in certain regions.

Average other assets and cash and cash equivalents increased $579 million to $85.3 billion in 1999, primarily due to increases in the average balances of cash and cash equivalents, derivative-dealer assets and mortgage servicing rights, partially offset by a decrease in customers' acceptance liability.

At December 31, 1999, cash and cash equivalents were $27.0 billion, a decrease of $1.3 billion from December 31, 1998. During 1999, net cash provided by operating activities was $12.1 billion, net cash used in investing activities was $31.3 billion and net cash provided by financing activities was $17.9 billion. For further information on cash flows, see the Consolidated Statement of Cash Flows on page 56 of the consolidated financial statements.

Liquidity is a measure of the Corporation's ability to fulfill its cash requirements and is managed by the Corporation through its asset and liability management process. The Corporation monitors its assets and liabilities and modifies these positions as liquidity requirements change. This process, coupled with the Corporation's ability to raise capital and debt financing, is designed to cover the liquidity needs of the Corporation. The Corporation also takes into consideration the ability of its subsidiary banks to pay dividends to the parent company. See Note Twelve of the consolidated financial statements on page 82 for further details on dividend capabilities of its subsidiary banks. Management believes that the Corporation's sources of liquidity are more than adequate to meet its cash requirements.

Securities

The securities portfolio serves a primary role in the Corporation's balance sheet management. The decision to purchase or sell securities is based upon the current assessment of economic and financial conditions, including the interest rate environment, liquidity requirements and on- and off-balance sheet positions.

The securities portfolio at December 31, 1999 consisted of available-for-sale securities totaling $81.7 billion and held-for-investment securities totaling $1.4 billion compared to $78.6 billion and $2.0 billion, respectively, at December 31, 1998. See Note Three of the consolidated financial statements on page 67 for further details on securities.

The valuation allowance for available-for-sale securities and marketable equity securities included in shareholders' equity at December 31, 1999, reflects unrealized losses of $2.5 billion, net of related income taxes of $1.1 billion, primarily reflecting market valuation adjustments of $3.8 billion pre-tax net unrealized losses on available-for-sale securities and $248 million pre-tax net unrealized gains on marketable equity securities. The valuation allowance included in shareholders' equity at December 31, 1998, reflects unrealized gains of $303 million, net of related income taxes of $216 million, primarily reflecting pre-tax net unrealized gains of $354 million on available-for-sale securities and $165 million on marketable equity securities. The change in the valuation allowance was primarily attributable to an upward shift in certain segments of the U.S. Treasury yield curve during 1999.

At December 31, 1999 and 1998, the market value of the Corporation's held-for-investment securities reflected pre-tax net unrealized losses of $152 million and $144 million, respectively.

The estimated average duration of the available-for-sale securities portfolio was 4.05 years at December 31, 1999 compared to 4.14 years at December 31, 1998.

Loans and Leases

Total loans and leases increased four percent to $370.7 billion at December 31, 1999 compared to $357.3 billion at December 31, 1998. As presented in Table Three, average total loans and leases increased four percent to $362.8 billion in 1999 compared to $347.8 billion in 1998, primarily due to core loan growth, partially offset by the impact of securitizations and loan sales of $24.2 billion in 1999 compared to $22.6 billion in 1998.

Average commercial loans increased to $193.5 billion in 1999 compared to $189.9 billion in 1998, due largely to core loan growth. Average domestic commercial real estate loans decreased to $25.5 billion in 1999 compared to $28.4 billion in 1998, reflecting the impact of $1.6 billion of securitizations and loan sales in 1999 compared to $2.6 billion in 1998.

Average residential mortgage loans increased 11 percent to $78.9 billion in 1999 compared to $70.8 billion in 1998, primarily due to core loan growth, partially offset by the impact of $13.4 billion of securitizations and loan sales in 1999 and $9.6 billion in 1998.

Average bankcard loans declined $3.2 billion to $9.8 billion in 1999 compared to $13.0 billion in 1998 due to reductions in retail outstandings and securitizations and loan sales of $2.9 billion in 1999 compared to $2.4 billion in 1998.

Average other consumer loans, including direct and indirect consumer loans and home equity loans, increased $6.4 billion to $80.5 billion in 1999 due primarily to consumer finance loan growth, partially offset by the impact of $6.3 billion of securitizations and loan sales in 1999 and $8.0 billion in 1998.

A significant source of liquidity for the Corporation is the repayments and maturities of loans. Table Seven presents the contractual maturity distribution and interest sensitivity of selected loan categories at December 31, 1999, and indicates that approximately 34 percent of the selected loans had maturities of one year or less. The securitization and sale of certain loans and the use of loans as collateral in asset-backed financing arrangements are also sources of liquidity.

Table Seven
Selected Loan Maturity Data(1,2)

<TABLE>
<CAPTION>

December 31, 1999 (Dollars in millions)	Due in 1 year or less	Due after 1 year through 5 years	Due after 5 years	Total
<S>	<C>	<C>	<C>	<C>
Commercial - domestic	$ 47,760	$ 64,394	$ 21,803	$ 133,957
Commercial real estate - domestic	2,818	6,189	6,952	15,959
Construction real estate - domestic	3,990	3,715	362	8,067
Foreign	8,311	14,458	4,298	27,067
Total selected loans	$ 62,879	$ 88,756	$ 33,415	$ 185,050
Percent of total	34.0%	48.0%	18.0%	100.0%
Cumulative percent of total	34.0	82.0	100.0	
Sensitivity of loans to changes in interest rates for loans due after one year:				
Predetermined interest rates		$ 13,723	$ 13,772	$ 27,495
Floating or adjustable interest rates		75,033	19,643	94,676
Total		$ 88,756	$ 33,415	$ 122,171

</TABLE>

(1) Loan maturities are based on the remaining maturities under contractual terms.
(2) Loan maturities exclude residential mortgage, bankcard, home equity lines and direct/indirect consumer loans.

Deposits

Table Three provides information on the average amounts of deposits and the rates paid by deposit category. Through the Corporation's diverse retail banking network, deposits remain a primary source of funds for the Corporation. Average deposits decreased $3.7 billion in 1999 over 1998 to $341.7 billion, primarily due to a $9.2 billion decrease in average foreign interest-bearing deposits due to a strategic reduction in foreign wholesale deposits, which was partially offset by a $4.0 billion increase in average noninterest-bearing deposits. See Note Seven of the consolidated financial statements on page 72 for further details on deposits.

Short-Term Borrowings and Trading Account Liabilities

The Corporation uses short-term borrowings as a funding source and in its management of interest rate risk. Table Eight presents the categories of short-term borrowings.

During 1999, total average short-term borrowings increased $25.5 billion to $116.1 billion from $90.6 billion in 1998. This growth was primarily due to a $16.5 billion increase of securities sold under agreements to repurchase to fund securities portfolio growth and a $10.2 billion increase in other short-term borrowings primarily due to a $10.0 billion increase in bank notes to fund loan growth not funded by deposit growth. Average trading account liabilities decreased $2.0 billion to $15.5 billion in 1999 from $17.5 billion in 1998, due to a decline in trading-related short sales. See Note Four of the consolidated financial statements on page 69 for further details on trading account liabilities.

Table Eight
Short-Term Borrowings

<TABLE>
<CAPTION>

	1999		1998		1997	
(Dollars in millions)	Amount	Rate	Amount	Rate	Amount	Rate
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Federal funds purchased						
At December 31	$ 4,806	3.04%	$ 7,316	5.25%	$10,111	5.80%
Average during year	5,835	5.03	8,201	5.42	6,551	5.54
Maximum month-end balance during year	8,311	--	11,187	--	10,111	--
Securities sold under agreements to repurchase						

At December 31	69,755	4.12	60,227	5.08	51,303	5.83
Average during year	73,242	4.89	56,710	5.66	45,403	5.58
Maximum month-end balance during year	83,046	--	71,595	--	51,820	--
Commercial paper						
At December 31	7,331	5.83	6,749	5.19	5,925	5.65
Average during year	7,610	5.17	6,419	5.56	6,184	5.64
Maximum month-end balance during year	8,379	--	7,913	--	6,689	--
Other short-term borrowings						
At December 31	40,340	5.18	24,742	4.52	12,120	6.52
Average during year	29,463	5.30	19,300	6.35	12,261	7.02
Maximum month-end balance during year	40,340	--	25,927	--	13,974	--

</TABLE>

Long-Term Debt and Trust Preferred Securities

Long-term debt increased $9.6 billion to $55.5 billion at December 31, 1999, from $45.9 billion at December 31, 1998, mainly as a result of borrowings to fund earning asset growth and business development opportunities, build liquidity, repay maturing debt and fund share repurchases. During 1999, the Corporation issued, domestically and internationally, $17.6 billion in long-term senior and subordinated debt, a $5.1 billion increase from $12.5 billion during 1998. In 1999, the Corporation had no issuance of trust preferred securities compared to $350 million in 1998. See Notes Eight and Nine of the consolidated financial statements on pages 73 and 75 for further details on long-term debt and trust preferred securities, respectively.

From January 1, 2000 through March 15, 2000, the Corporation issued $1.4 billion of long-term senior and subordinated debt, with maturities ranging from 2002 to 2023. During this same time period, Bank of America, N.A. issued $6.0 billion of bank notes with maturities ranging from 2001 to 2004 and $1.0 billion of Euro medium-term notes maturing in 2002 and 2003.

Debt Ratings

The financial position of the Corporation and Bank of America, N.A at December 31, 1999 is reflected in the following debt ratings:

<TABLE>
<CAPTION>

	Bank of America Corporation			Bank of America, N.A.	
	Commercial Paper	Senior Debt	Subordinated Debt	Short-term	Long-term
<S>	<C>	<C>	<C>	<C>	<C>
Moody's Investors Service	P-1	Aa2	Aa3	P-1	Aa1
Standard & Poor's Corporation	A-1	A+	A	A-1+	AA-
Duff and Phelps, Inc	D-1+	AA-	A+	D-1+	AA
Fitch IBCA, Inc	F-1+	AA-	A+	F-1+	AA
Thomson BankWatch	TBW-1	AA-	A+	TBW-1	-

</TABLE>

Capital Resources and Capital Management

Shareholders' equity at December 31, 1999, was $44.4 billion compared to $45.9 billion at December 31, 1998, a decrease of $1.5 billion. The decrease was attributable to the repurchase of 78 million shares of common stock for approximately $4.9 billion combined with a $2.8 billion reduction in shareholders' equity resulting primarily from the recognition of after-tax net unrealized losses on available-for-sale securities and marketable equity securities. Offsetting these decreases are the increases to shareholders' equity due to net earnings (net income less dividends) of $4.7 billion and the issuance of approximately 30.5 million shares of common stock under various employee plans for $1.4 billion.

Under the current repurchase program which was authorized by the Corporation's Board of Directors in June 1999, the Corporation had remaining buyback authority of its common stock outstanding of $5.1 billion or 52 million shares of common stock at December 31, 1999.

The regulatory capital ratios of the Corporation and Bank of America N.A., along with a description of the components of risk-based capital, capital adequacy requirements and prompt corrective action provisions, are included in Note Twelve of the consolidated financial statements on page 82.

Credit Risk Management and Credit Portfolio Review

In conducting business activities, the Corporation is exposed to the risk that borrowers or counterparties may default on their obligations to the Corporation. Credit risk arises through the extension of loans and leases, certain securities, letters of credit, financial guarantees and through counterparty exposure on trading and capital markets transactions. To manage this risk, the Credit Risk Management group establishes policies and procedures to manage both on- and off-balance sheet credit risk and communicates and monitors the application of these policies and procedures throughout the Corporation.

The Corporation's overall objective in managing credit risk is to minimize the adverse impact of any single event or set of occurrences. To achieve this objective, the Corporation strives to maintain a credit risk profile that is diverse in terms of product type, industry concentration, geographic distribution and borrower or counterparty concentration.

The Credit Risk Management group works with lending officers, trading personnel and various other line personnel in areas that conduct activities involving credit risk and is involved in the implementation, refinement and monitoring of credit policies and procedures.

The Corporation manages credit exposure to individual borrowers and counterparties on an aggregate basis including loans and leases, securities, letters of credit, bankers' acceptances, derivatives and unfunded commitments. In addition, the creditworthiness of individual borrowers or counterparties is determined by experienced personnel, and limits are established for the total credit exposure to any one borrower or counterparty. Credit limits are subject to varying levels of approval by senior line and credit risk management.

The Corporation also manages exposure to a single borrower, industry, product-type, country or other concentration through syndications of credits, credit derivatives, participations, loan sales and securitizations. Through the Global Corporate and Investment Banking segment, the Corporation is a major participant in the syndications market. In a syndicated facility, each participating lender funds only its portion of the syndicated facility, therefore limiting its exposure to the borrower.

In conducting derivatives activities, the Corporation may choose to reduce credit risk to any one counterparty through the use of legally enforceable master netting agreements which allow the Corporation to settle positive and negative positions with the same counterparty on a net basis. For more information on the Corporation's off-balance sheet credit risk, see Note Eleven of the consolidated financial statements on page 79.

For commercial lending, the originating credit officer assigns borrowers or counterparties an initial risk rating which is based primarily on a thorough analysis of each borrower's financial capacity in conjuction with industry and economic trends. Approvals are made based upon the amount of inherent credit risk specific to the transaction and the counterparty and are reviewed for appropriateness by senior line and credit risk personnel. Credits are monitored by line and credit risk management personnel for deterioration in a borrower's or counterparty's financial condition which would impact the ability of the borrower or counterparty to perform under the contract. Risk ratings are adjusted as necessary.

For consumer and small business lending, credit scoring systems are utilized to determine the relative riskiness of new underwritings and provide standards for extensions of credit. Consumer portfolio credit risk is monitored primarily using statistical models and regular reviews of actual payment experience to predict portfolio behavior.

When required, the Corporation obtains collateral to support credit extensions and commitments. Generally, such collateral is in the form of real and personal property, cash on deposit or other highly liquid instruments. In certain circumstances, the Corporation obtains real property as security for some loans that are made on the general creditworthiness of the borrower and whose proceeds were not used for real estate-related purposes.

An independent Credit Review group conducts ongoing reviews of credit activities and portfolios, reexamining on a regular basis risk assessments for credit exposures and overall compliance with policy.

Loan and Lease Portfolio Review - The Corporation's primary credit exposure is focused in its loans and leases portfolio, which totaled $370.7 billion and $357.3 billion at December 31, 1999 and 1998, respectively. In an effort to minimize the adverse impact of any single event or set of occurrences, the Corporation strives to maintain a diverse credit portfolio. Table Nine presents the distribution of loans and leases by category.

Additional information on the Corporation's real estate, industry and foreign exposures can be found in the "Concentrations of Credit Risk" section beginning on page 38.

Table Nine
Distribution of Loans and Leases

	December 31			
	1999		1998	
(Dollars in millions)	Amount	Percent	Amount	Percent
Commercial - domestic	$143,450	38.7%	$137,422	38.5%
Commercial - foreign	27,978	7.5	31,495	8.8
Commercial real estate - domestic	24,026	6.5	26,912	7.5
Commercial real estate - foreign	325	.1	301	.1
Total commercial	195,779	52.8	196,130	54.9
Residential mortgage	81,860	22.1	73,608	20.6
Home equity lines	17,273	4.7	15,653	4.4
Direct/Indirect consumer	42,161	11.4	40,510	11.3
Consumer finance	22,326	6.0	15,400	4.3
Bankcard	9,019	2.4	12,425	3.5
Foreign consumer	2,244	.6	3,602	1.0
Total consumer	174,883	47.2	161,198	45.1
Total loans and leases	$370,662	100.0%	$357,328	100.0%

	December 31					
	1997		1996		1995	
(Dollars in millions)	Amount	Percent	Amount	Percent	Amount	Percent
Commercial - domestic	$122,463	35.8%	$105,737	33.3%	$ 99,922	33.1%
Commercial - foreign	30,080	8.8	26,781	8.4	23,395	7.7
Commercial real estate - domestic	28,567	8.3	25,881	8.1	26,381	8.7
Commercial real estate - foreign	324	.1	239	.1	361	.1
Total commercial	181,434	53.0	158,638	49.9	150,059	49.6
Residential mortgage	71,540	20.9	80,400	25.3	77,078	25.5
Home equity lines	16,536	4.8	12,541	3.9	11,143	3.7
Direct/Indirect consumer	40,058	11.7	33,352	10.6	34,071	11.1
Consumer finance	14,566	4.3	13,081	4.1	10,375	3.4
Bankcard	14,908	4.4	16,561	5.2	17,455	5.8
Foreign consumer	3,098	.9	3,136	1.0	2,623	.9
Total consumer	160,706	47.0	159,071	50.1	152,745	50.4
Total loans and leases	$342,140	100.0%	$317,709	100.0%	$302,804	100.0%

Commercial Portfolio

Commercial - domestic loans outstanding totaled $143.5 billion and $137.4 billion at December 31, 1999 and 1998, respectively, or 39 percent of total loans and leases for both years. The Corporation had commercial - domestic loan net charge-offs in 1999 of $711 million, or 0.51 percent of average commercial - domestic loans, compared to $617 million, or 0.47 percent of average commercial - domestic loans, in 1998. Nonperforming commercial - domestic loans were $1.2 billion, or 0.81 percent of commercial - domestic loans, at December 31, 1999, compared to $812 million, or 0.59 percent, at December 31, 1998. The increase in charge-offs and nonperforming loans was attributable to a few large credits and several smaller credits primarily related to certain recently troubled industries, including healthcare and sub-prime finance. Commercial - domestic loans past due 90 days or more and still accruing interest remained essentially unchanged at $135 million, or 0.09 percent and 0.10 percent of commercial-domestic loans at December 31, 1999 and 1998, respectively. Table Sixteen presents aggregate loan and lease exposures by certain significant industries.

Commercial - foreign loans outstanding totaled $28.0 billion and $31.5 billion at December 31, 1999 and 1998, respectively, or eight percent and nine percent of total loans and leases, respectively. The decrease reflects the Corporation's strategy to reduce both the size and risk of its emerging market portfolio in Asia, Latin America and Central and Eastern Europe. The Corporation had commercial - foreign loan net charge-offs in 1999 of $144 million, or 0.49 percent of average commercial - foreign loans, compared to $242 million, or 0.78 percent of the average commercial - foreign loans in 1998. Nonperforming commercial - foreign loans were $486 million, or 1.74 percent of commercial - foreign loans, at December 31, 1999, compared to $314 million, or 1.00 percent, at December 31, 1998. The increase was primarily due to one large credit that was classified as nonperforming in 1999. Commercial - foreign loans past due 90 days or more and still accruing interest were $58 million, or 0.21 percent of commercial - foreign loans, at December 31, 1999 compared to $23 million, or 0.07 percent, at December 31, 1998. For additional information see the Regional Foreign Exposure discussion beginning on page 39.

Commercial real estate - domestic loans totaled $24.0 billion and $26.9 billion at December 31, 1999 and 1998, respectively, or seven percent and eight percent of total loans and leases, respectively. At December 31, 1999, commercial real estate - domestic loans past due 90 days or more and still accruing interest were $6 million, or 0.02 percent of total commercial real estate - domestic loans, compared to $12 million, or 0.04 percent, at December 31, 1998. Table Fifteen displays commercial real estate loans by geographic region and property type, including the portion of such loans which are nonperforming, and other real estate credit exposures.

Consumer Portfolio

At December 31, 1999 and 1998, domestic consumer loans outstanding totaled $172.6 billion and $157.6 billion, respectively, or 47 percent and 44 percent of total loans and leases, respectively.

Residential mortgage loans increased to $81.9 billion at December 31, 1999 compared to $73.6 billion at December 31, 1998, reflecting originations in excess of prepayments and sales.

Bankcard receivables decreased to $9.0 billion at December 31, 1999 compared to $12.4 billion at December 31, 1998, reflecting a portfolio sale of out-of-market receivables and $2.0 billion in securitizations in 1999.

Consumer finance loans outstanding totaled $22.3 billion and $15.4 billion at December 31, 1999 and 1998, respectively, or six percent and four percent of total loans and leases, respectively. The increase is primarily attributable to the growth in the consumer finance - real estate sector. The Corporation had consumer finance net charge-offs in 1999 of $229 million or 1.22 percent of average consumer finance loans, compared to $383 million, or 2.67 percent in 1998. The decrease in charge-offs is primarily the result of the sale of a sub-prime business in 1998.

Other domestic consumer loans, which include direct and indirect consumer loans and home equity lines of credit increased to $59.4 billion at December 31, 1999 compared to $56.2 billion at December 31, 1998.

Total domestic consumer net charge-offs during 1999 decreased $465 million to $1.1 billion, or .68 percent of average domestic consumer loans and leases. The decrease was due mainly to lower bankcard and consumer finance net charge-offs.

Total consumer nonperforming loans were $1.2 billion, or 0.69 percent of total consumer loans, at December 31, 1999 compared to $1.1 billion, or 0.65 percent, at December 31, 1998. The increase was due to higher nonperforming loans in consumer finance driven by portfolio growth and seasoning. This increase was partially offset by lower residential mortgage nonperforming loans. Total consumer loans past due 90 days or more and still accruing interest were $322 million, or 0.18 percent of total consumer loans, at December 31, 1999 compared to $441 million, or 0.27 percent, at December 31, 1998.

Nonperforming Assets

As presented in Table Ten, nonperforming assets were $3.2 billion, or 0.86 percent of net loans, leases and foreclosed properties at December 31, 1999, compared to $2.8 billion, or 0.77 percent, at December 31, 1998. Nonperforming loans increased to $3.0 billion at December 31, 1999 compared to $2.5 billion at December 31, 1998 primarily due to increased consumer finance and commercial nonperforming loans, which were offset by continued reductions in residential mortgage nonperforming loans. The allowance coverage of nonperforming loans was 224 percent at December 31, 1999 compared to 287 percent at December 31, 1998. At December 31, 1999, there were no material commitments to lend additional funds with respect to nonperforming loans.

In order to respond when deterioration of a credit occurs, internal loan workout units are devoted to provide specialized expertise and full-time management and/or collection of certain nonperforming assets as well as certain performing loans. Management believes concerted collection strategies and a proactive approach to managing overall problem assets have expedited the disposition, collection and renegotiation of nonperforming and other lower-quality assets. As part of this process, management routinely evaluates all reasonable alternatives, including the sale of assets individually or in groups, and selects the optimal strategy.

At December 31, 1999 and 1998, residential mortgage loans comprised 17 percent and 26 percent, respectively, of total nonperforming assets. Due to the nature of the collateral securing residential mortgage loans and a history of low losses, the Corporation considers these loans to be low risk nonperforming assets.

Foreclosed properties decreased to $163 million at December 31, 1999 compared to $282 million at December 31, 1998.

Note Five of the consolidated financial statements on page 71 provides the reported investment in specific loans considered to be impaired at December 31, 1999 and 1998. The Corporation's investment in specific loans that were considered to be impaired at December 31, 1999 were $2.1 billion compared to $1.7 billion at December 31, 1998. Commercial - domestic impaired loans increased to $1.1 billion at December 31, 1999 from $0.8 billion at December 31, 1998 due to the increases in commercial - domestic nonperforming assets described previously. Commercial - foreign impaired loans increased to $0.5 billion at December 31, 1999 from $0.3 billion at December 31, 1998 primarily due to one large credit that was classified as impaired in 1999. Commercial real estate - domestic impaired loans decreased to $0.4 billion at December 31, 1999 from $0.6 billion at December 31, 1998.

Table Ten
Nonperforming Assets

<TABLE>
<CAPTION>

	December 31				
(Dollars in millions)	1999	1998	1997	1996	1995
<S>	<C>	<C>	<C>	<C>	<C>
Nonperforming loans					
Commercial - domestic	$ 1,163	$ 812	$ 563	$ 713	$ 914
Commercial - foreign	486	314	155	110	121
Commercial real estate - domestic	191	299	342	491	1,027
Commercial real estate - foreign	3	4	2	2	22
Total commercial	1,843	1,429	1,062	1,316	2,084
Residential mortgage	529	722	744	676	464
Home equity lines	46	50	52	36	42
Direct/Indirect consumer	19	21	43	53	57
Consumer finance	598	246	210	116	118
Foreign consumer	7	14	--	1	2
Total consumer	1,199	1,053	1,049	882	683
Total nonperforming loans	3,042	2,482	2,111	2,198	2,767
Foreclosed properties	163	282	309	511	675
Total nonperforming assets	$ 3,205	$ 2,764	$ 2,420	$ 2,709	$ 3,442
Nonperforming assets as a percentage of:					
Total assets	.51%	.45%	.42%	.57%	.75%
Loans, leases and foreclosed properties	.86	.77	.71	.85	1.14

</TABLE>

The loss of income associated with nonperforming loans and the cost of carrying foreclosed properties for the five years ended December 31, 1999 were:

<TABLE>
<CAPTION>

(Dollars in millions)	1999	1998	1997	1996	1995
<S>	<C>	<C>	<C>	<C>	<C>
Income that would have been recorded in accordance with original terms	$ 419	$ 367	$ 349	$ 388	$ 457
Less income actually recorded	(123)	(130)	(130)	(130)	(135)
Loss of income	$ 296	$ 237	$ 219	$ 258	$ 322
Cost of carrying foreclosed properties	$ 13	$ 16	$ 26	$ 35	$ 51

</TABLE>

Loans Past Due 90 Days or More

Table Eleven presents total loans past due 90 days or more and still accruing interest. At December 31, 1999, loans past due 90 days or more and still accruing interest were $521 million, or 0.14 percent of loans and leases, compared to $611 million, or 0.17 percent, at December 31, 1998.

Table Eleven
Loans Past Due 90 Days or More and Still Accruing Interest

<TABLE>
<CAPTION>

	December 31, 1999		December 31, 1998	
(Dollars in millions)	Amount	Percent(1)	Amount	Percent(1)
<S>	<C>	<C>	<C>	<C>
Commercial - domestic	$135	.09%	$135	.10%
Commercial - foreign	58	.21	23	.07
Commercial real estate - domestic	6	.02	12	.04
Total commercial	199	.10	170	.09
Residential mortgage	26	.03	31	.04
Direct/Indirect consumer	136	.32	174	.43
Consumer finance	22	.10	16	.10
Bankcard	138	1.53	214	1.72
Foreign consumer	--	--	6	.17
Total consumer	322	.18	441	.27
Total	$521	.14%	$611	.17%

</TABLE>

(1) Represents amounts past due 90 days or more and still accruing interest as a percentage of loans and leases for each loan category.

Net Charge-offs - Net charge-offs by loan category are presented in Table Twelve.

Table Twelve
Net Charge-offs in Dollars and as a Percentage of Average Loans and Leases Outstanding(1)

<TABLE>
<CAPTION>

(Dollars in millions)	1999		1998		1997	
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Commercial - domestic	$ 711	.51%	$ 617	.47%	$ 102	.09%
Commercial - foreign	144	.49	242	.78	29	.10
Commercial real estate - domestic	(6)	n/m	--	--	--	--
Commercial real estate - foreign	1	.39	--	--	--	--
Total commercial	850	.44	859	.45	131	.07
Residential mortgage	28	.04	29	.04	45	.06
Home equity lines	12	.07	17	.11	27	.18
Direct/Indirect consumer	370	.88	405	1.01	436	1.11
Consumer finance	229	1.22	383	2.67	271	1.96

Bankcard	495	5.08	764	6.03	919	5.90
Other consumer - domestic	(1)	n/m	--	--	12	--
Foreign consumer	17	.52	10	.31	11	.32
Total consumer	1,150	.68	1,608	1.02	1,721	1.03
Total net charge-offs	$2,000	.55%	$2,467	.71%	$1,852	.54%
Managed bankcard net charge-offs and ratios(2)	$1,077	5.57%	$1,284	6.27%	$1,254	6.19%

<CAPTION>

(Dollars in millions)	1996		1995	
<S>	<C>	<C>	<C>	<C>
Commercial - domestic	$ 182	.18%	$ 32	.03%
Commercial - foreign	(11)	n/m	(53)	n/m
Commercial real estate - domestic	81	.31	52	.19
Commercial real estate - foreign	(5)	n/m	(5)	n/m
Total commercial	247	.16	26	.02
Residential mortgage	57	.07	57	.08
Home equity lines	40	.34	40	.39
Direct/Indirect consumer	349	1.01	263	.79
Consumer finance	237	1.98	172	1.98
Bankcard	730	4.47	572	3.88
Other consumer - domestic	5	--	--	--
Foreign consumer	2	.10	1	.04
Total consumer	1,420	.89	1,105	.77
Total net charge-offs	$1,667	.53%	$1,131	.39%
Managed bankcard net charge-offs and ratios(2)	$ 888	4.67%	$ 651	4.10%

</TABLE>

n/m =not meaningful
(1) Percentage amounts are calculated as net charge-offs divided by average outstanding loans and leases for each loan category.
(2) Includes both on-balance sheet and securitized loans.

Allowance for Credit Losses

The Corporation performs periodic and systematic detailed reviews of its loan and lease portfolios to identify risks inherent in and to assess the overall collectibility of those portfolios. Certain homogeneous loan portfolios are evaluated collectively based on individual loan type, while remaining portfolios are reviewed on an individual loan basis. These detailed reviews, combined with historical loss experience and other factors, result in the identification and quantification of specific allowances for credit losses and loss factors which are used in determining the amount of the allowance and related provision for credit losses. The actual amount of incurred credit losses that may be confirmed may vary from the estimate of incurred losses due to changing economic conditions or changes in industry or geographic concentrations. The Corporation has procedures in place to monitor differences between estimated and actual incurred credit losses, which include detailed periodic assessments by senior management of both individual loans and credit portfolios and the models used to estimate incurred credit losses in those portfolios.

Portions of the allowance for credit losses, as presented on Table Thirteen, are assigned to cover the estimated probable incurred losses in each loan and lease category based on the results of the Corporation's detail review process as described above. Further assignments are made based on general and specific economic conditions, as well as performance trends within specific portfolio segments and individual concentrations of credit, including geographic and industry concentrations. The assigned portion of the allowance for credit losses continues to be weighted toward the commercial loan portfolio, reflecting a higher level of nonperforming loans and the potential for higher individual losses. The remaining unassigned portion of the allowance for credit losses, determined separately from the procedures outlined above, addresses certain industry and geographic concentrations, including global economic conditions, thereby minimizing the risk related to the margin of imprecision inherent in the estimation of the assigned allowance for credit losses. Due to the subjectivity involved in the determination of the unassigned portion of the allowance for credit losses, the relationship of the unassigned component to the total allowance for credit losses may fluctuate from period to period. Management evaluates the adequacy of the allowance for credit losses based on the combined total of the assigned and unassigned components and believes that the allowance for credit losses reflects management's best estimate of incurred credit losses as of the balance sheet date.

Period to period changes in the assigned allowance for credit losses are driven by portfolio level and product mix changes, specific allowance for credit loss assignments on impaired loans, as well as any changes in assigned levels driven by the review process. In the first quarter of 1999, a review of the Corporation's portfolio and combined loss history resulted in adjustments to selected loss factors, which in some instances were higher or lower than the 1998 rates. This resulted in a redistribution of the allowance between select product categories. The allowance assigned to commercial - domestic loans, commercial real estate - domestic loans and direct/indirect consumer loans at December 31, 1999 was impacted by this revision of loss factors as well as by portfolio level changes. The consumer finance loan portfolio experienced a redistribution of portfolio risk in 1999 as a result of the sale of a sub-prime business in 1998 and reductions of manufactured housing exposures in 1999. Changes in the assigned allowance for credit losses in 1999 for all other product categories were commensurate with portfolio level changes.

The level of the unassigned allowance for credit losses remained stable from 1998 to 1999, although there was a shift in the mix of the components as certain industry concentration risks, such as healthcare, sub-prime finance and textiles and apparel, increased and offshore risk expectations have generally improved.

Table Thirteen
Allocation of the Allowance for Credit Losses

<TABLE>
<CAPTION>

	December 31									
	1999		1998		1997		1996		1995	
(Dollars in millions)	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Commercial - domestic	$1,875	27.4%	$1,540	21.6%	$1,580	23.4%	$1,436	22.7%	$1,306	21.1%
Commercial - foreign	930	13.6	1,327	18.6	1,013	14.9	427	6.8	432	6.9
Commercial real estate - domestic	927	13.6	925	13.0	847	12.5	764	12.1	992	15.9
Commercial real estate - foreign	11	.2	--	--	--	--	--	--	--	--
Total commercial	3,743	54.8	3,792	53.2	3,440	50.8	2,627	41.6	2,730	43.9
Residential mortgage	160	2.3	137	1.9	181	2.7	214	3.4	202	3.2
Home equity lines	60	.9	46	.6	84	1.2	87	1.4	74	1.2
Direct/Indirect consumer	416	6.1	527	7.5	608	9.0	618	9.8	604	9.7
Consumer finance	651	9.5	658	9.2	785	11.6	645	10.2	460	7.4
Bankcard	348	5.1	501	7.0	790	11.7	671	10.6	709	11.4
Foreign consumer	11	.2	26	.4	23	.3	21	.3	17	.3
Total consumer	1,646	24.1	1,895	26.6	2,471	36.5	2,256	35.7	2,066	33.2
Unassigned	1,439	21.1	1,435	20.2	867	12.7	1,433	22.7	1,426	22.9

Total	$6,828	100.0%	$7,122	100.0%	$6,778	100.0%	$6,316	100.0%	$6,222	100.0%

</TABLE>

The nature of the process by which the Corporation determines the appropriate allowance for credit losses requires the exercise of considerable judgment. After review of all relevant matters affecting loan collectibility, management believes that the allowance for credit losses is appropriate given its analysis of estimated incurred credit losses at December 31, 1999. Table Fourteen provides the changes in the allowance for credit losses for the five years ended December 31, 1999.

Table Fourteen
Allowance For Credit Losses

<TABLE>
<CAPTION>

(Dollars in millions)	1999	1998
<S>	<C>	<C>
Balance, January 1	$ 7,122	$ 6,778
Loans and leases charged off		
Commercial - domestic	820	714
Commercial - foreign	161	262
Commercial real estate - domestic	19	21
Commercial real estate - foreign	1	--
Total commercial	1,001	997
Residential mortgage	35	33
Home equity lines	24	27
Direct/Indirect consumer	545	562
Consumer finance	387	561
Bankcard	571	857
Other consumer domestic	(1)	--
Foreign consumer	20	13
Total consumer	1,581	2,053
Total loans and leases charged off	2,582	3,050
Recoveries of loans and leases previously charged off		
Commercial - domestic	109	97
Commercial - foreign	17	20
Commercial real estate - domestic	25	21
Commercial real estate - foreign	--	--
Total commercial	151	138
Residential mortgage	7	4
Home equity lines	12	10
Direct/Indirect consumer	175	157
Consumer finance	158	178
Bankcard	76	93
Foreign consumer	3	3
Total consumer	431	445
Total recoveries of loans and leases previously charged off	582	583
Net charge-offs	2,000	2,467
Provision for credit losses	1,820	2,920
Other, net	(114)	(109)
Balance, December 31	$ 6,828	$ 7,122
Loans and leases outstanding at December 31	$370,662	$357,328
Allowance for credit losses as a percentage of loans and leases outstanding at December 31	1.84%	1.99%
Average loans and leases outstanding during the year	$362,783	$347,840
Net charge-offs as a percentage of average loans and leases outstanding during the year	.55%	.71%
Ratio of the allowance for credit losses at December 31 to net charge-offs	3.41	2.89
Allowance for credit losses as a percentage of nonperforming		

loans	224.48	287.01

<CAPTION>

(Dollars in millions)	1997	1996	1995
Balance, January 1	$ 6,316	$ 6,222	$ 6,377
Loans and leases charged off			
Commercial - domestic	328	376	329
Commercial - foreign	54	29	11
Commercial real estate - domestic	59	131	105
Commercial real estate - foreign	--	--	2
Total commercial	441	536	447
Residential mortgage	50	61	60
Home equity lines	36	47	47
Direct/Indirect consumer	582	486	374
Consumer finance	426	393	241
Bankcard	1,043	838	648
Other consumer domestic	12	5	--
Foreign consumer	13	3	2
Total consumer	2,162	1,833	1,372
Total loans and leases charged off	2,603	2,369	1,819
Recoveries of loans and leases previously charged off			
Commercial - domestic	226	194	297
Commercial - foreign	25	40	64
Commercial real estate - domestic	59	50	53
Commercial real estate - foreign	--	5	7
Total commercial	310	289	421
Residential mortgage	5	4	3
Home equity lines	9	7	7
Direct/Indirect consumer	146	137	111
Consumer finance	155	156	69
Bankcard	124	108	76
Foreign consumer	2	1	1
Total consumer	441	413	267
Total recoveries of loans and leases previously charged off	751	702	688
Net charge-offs	1,852	1,667	1,131
Provision for credit losses	1,904	1,645	945
Other, net	410	116	31
Balance, December 31	$ 6,778	$ 6,316	$ 6,222
Loans and leases outstanding at December 31	$ 342,140	$ 317,709	$ 302,804
Allowance for credit losses as a percentage of loans and leases outstanding at December 31	1.98%	1.99%	2.05%
Average loans and leases outstanding during the year	$ 343,151	$ 312,331	$ 286,770
Net charge-offs as a percentage of average loans and leases outstanding during the year	.54%	.53%	.39%
Ratio of the allowance for credit losses at December 31 to net charge-offs	3.66	3.79	5.50
Allowance for credit losses as a percentage of nonperforming loans	321.03	287.35	224.86

</TABLE>

Concentrations of Credit Risk

In an effort to minimize the adverse impact of any single event or set of occurrences, the Corporation strives to maintain a diverse credit portfolio as outlined in Tables Fifteen, Sixteen and Seventeen.

The exposures presented in Table Fifteen represent credit extensions for real estate-related purposes to borrowers or counterparties who are primarily in the real estate development or investment business and for which the ultimate repayment of the credit is dependent on the sale, lease, rental or refinancing of the real estate. The exposures included in the table do not include credit extensions which were made on the general creditworthiness of the borrower for which real estate was obtained as security and for which the ultimate repayment of the credit is not dependent on the sale, lease, rental or refinancing of the real estate. Accordingly, the exposures presented do not include commercial loans secured by owner-occupied real estate, except where the borrower is a real estate developer. In addition to the amounts presented in the table, at December 31, 1999, the Corporation had approximately $15.2 billion of commercial loans which were not real estate dependent but for which the Corporation had obtained real estate as secondary repayment security.

Table Fifteen
Commercial Real Estate Loans, Foreclosed Properties and Other Real Estate Credit Exposures

<TABLE>
<CAPTION>
December 31, 1999

(Dollars in millions)	Loans Outstanding	Loans Nonperforming	Foreclosed Properties(1)	Other Credit Exposures(2)
<S>	<C>	<C>	<C>	<C>
By Geographic Region(3)				
California	$ 5,382	$ 15	$ 6	$ 699
Southwest	3,720	20	1	401
Northwest	2,557	5	1	239
Florida	2,395	28	3	458
Midwest	2,334	41	38	105
Mid-Atlantic	1,563	37	1	188
Carolinas	1,175	7	2	36
Midsouth	1,157	4	2	98
Northeast	632	19	--	128
Other states	630	15	10	59
Non-US	325	3	--	12
Geographically diversified	2,481	--	--	264
Total	$24,351	$194	$64	$2,687
By Property Type				
Apartments	$ 4,715	$ 32	$ 1	$ 724
Office buildings	4,677	35	2	162
Shopping centers/retail	3,094	29	30	316
Residential	2,836	15	3	292
Industrial/warehouse	2,091	15	2	53
Hotels/motels	1,247	1	--	125
Land and land development	1,176	12	8	148
Multiple use	790	3	--	14
Miscellaneous commercial	709	6	6	23
Unsecured	635	5	--	4
Non-US	325	3	--	12
Other	2,056	38	12	814
Total	$24,351	$194	$64	$2,687

</TABLE>

(1) Foreclosed properties include commercial real estate loans only.
(2) Other credit exposures include letters of credit and loans held for sale.
(3) Distribution based on geographic location of collateral.

Table Sixteen below presents aggregate loan and lease exposures by certain significant industries at December 31, 1999.

Table Sixteen
Significant Industry Loans and Leases(1)

<TABLE>
<CAPTION>
December 31, 1999

(Dollars in millions)	Outstanding
<S>	<C>
Transportation	$11,133
Media	8,783
Healthcare	8,539
Equipment and general manufacturing	8,183
Business services	8,153
Agribusiness	8,110
Retail	7,040
Oil and gas	6,839
Autos	6,331

Telecommunications	5,298

</TABLE>

(1) Includes only non-real estate commercial loans and leases.

Regional Foreign Exposure

Through its credit and market risk management activities, the Corporation has been devoting particular attention to those countries that have been negatively impacted by global economic pressure, including particular attention to those Asian countries that have experienced currency and other economic problems, as well as countries within Latin America and Eastern Europe which have also recently experienced problems.

In connection with its efforts to maintain a diversified portfolio, the Corporation limits its exposure to any one geographic region or country and monitors this exposure on a continuous basis. Table Seventeen sets forth selected regional foreign exposure at December 31, 1999. At December 31, 1999, the Corporation's total exposure to these select countries was $27.8 billion, decreases of $8.9 billion from December 31, 1998 and $19.0 billion from December 31, 1997.

Table Seventeen presents the Corporation's selected regional foreign exposure at December 31, 1999. The following table is based on the Federal Financial Institutions Examination Council's instructions for periodic reporting of foreign exposures. The table has been expanded to include "Gross Local Country Claims" as defined in the table below and may not be consistent with disclosures by other financial institutions.

Table Seventeen
Regional Foreign Exposure

<TABLE>
<CAPTION>

(Dollars in millions)	Total Cross-Border Loans	Gross Local Country Claims(1)	Other Cross-Border Claims(2)	Total Exposure December 31, 1999	Increase (Decrease) from December 31, 1998	Increase (Decrease) from December 31, 1997
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Region/Country						
Asia						
China	$ 84	$ 104	$ 168	$ 356	$ (93)	$ (409)
Hong Kong	42	4,004	273	4,319	(869)	(1,312)
India	592	1,214	178	1,984	(534)	(515)
Indonesia	352	110	60	522	(201)	(988)
Japan	176	1,128	2,497	3,801	(1,260)	(3,169)
Korea (South)	374	672	1,092	2,138	259	(1,666)
Malaysia	--	529	61	590	(138)	(664)
Pakistan	12	298	13	323	(29)	(227)
Philippines	227	117	159	503	(80)	(260)
Singapore	48	1,006	238	1,292	(714)	(1,120)
Taiwan	234	591	136	961	(1,329)	(1,477)
Thailand	88	438	82	608	(342)	(1,349)
Other	4	121	25	150	(3)	(47)
Total	2,233	10,332	4,982	17,547	(5,333)	(13,203)
Central and Eastern Europe						
Russian Federation	12	--	6	18	(42)	(429)
Other	256	38	159	453	(251)	(245)
Total	268	38	165	471	(293)	(674)
Latin America						
Argentina	554	370	214	1,138	(129)	(505)
Brazil	1,088	619	801	2,508	(910)	(1,122)
Chile	659	219	121	999	(652)	(681)
Colombia	330	53	109	492	(306)	(293)
Mexico	1,756	215	1,904	3,875	(1,063)	(2,237)
Venezuela	133	40	240	413	(144)	(210)
Other	191	--	156	347	(83)	(96)
Total	4,711	1,516	3,545	9,772	(3,287)	(5,144)
Total	$7,212	$11,886	$8,692	$27,790	$(8,913)	$ (19,021)

</TABLE>

(1) Includes the following claims by the Corporation's foreign offices on local country residents regardless of the currency: loans, accrued interest receivable, acceptances, time deposits placed, trading account assets, other interest-earning investments, other short-term monetary assets, unused commitments, standby letters of credit, commercial letters of credit, formal guarantees, and available-for-sale (at fair value) and held-for-investment (at cost) securities.
(2) All instruments in (1) that are cross-border claims excluding loans but including derivative-dealer assets (at fair value) and available-for-sale (at fair value) and held-for-investment (at cost) securities that are collateralized by U.S. Treasury securities as follows: Mexico - $1,120, Venezuela - $168, Philippines - $22, and Latin America Other - $73. Held-for-investment securities (at cost) amounted to $772 with a fair value of $607.

Exposure Exceeding One Percent of Total Assets(1,2)

<TABLE>
<CAPTION>

(Dollars in millions)	December 31	Public Sector	Banks	Private Sector	Total Exposure	Exposure as a Percentage of Total Assets
Japan	1999	$2,208	$ 573	$1,020	$3,801	.60%
	1998	2,452	1,519	1,090	5,061	.82
	1997	2,485	1,555	2,930	6,970	1.22

</TABLE>

(1) Exposure includes local country and cross-border claims by the Corporation's foreign offices as follows: loans, accrued interest receivable, acceptances, time deposits placed, trading account assets, available-for-sale (at fair value) and held-for-investment (at cost) securities, other interest-earning investments, and other monetary assets. Amounts also include derivative-dealer assets, unused commitments, standby letters of credit, commercial letters of credit, and formal guarantees.
(2) Sector definitions are based on Federal Financial Institutions Examination Council instructions for preparing the Country Exposure Report.

International Developments

During 1998, and continuing into 1999, a number of countries in Asia, Latin America and Central and Eastern Europe experienced economic difficulties due to a combination of structural problems and negative market reaction that resulted from increased awareness of these problems. While each country's situation is unique, many share common factors such as: (1) government actions which restrain normal functioning of free markets in physical goods, capital and/or currencies; (2) perceived weaknesses of the banking systems; and (3) perceived overvaluation of local currencies and/or pegged exchange rate systems. These factors resulted in capital movement out of these countries or in reduced capital inflows, and, as a result, many of these countries experienced liquidity problems in addition to the structural problems.

More recently, many of the Asian economies are showing signs of recovery from prior troubles and are slowly implementing structural reforms. However, there can be no assurance that this will continue and setbacks could be expected from time to time. Since early 1999, several Latin American economies have replaced their pegged exchange rate systems with free-floating currencies. While sustained recovery is not assured, much of Latin America is showing signs of recovery.

Where appropriate, the Corporation has adjusted its activities (including its borrower selection) in light of the risks and opportunities discussed above. The Corporation continued to reduce its exposures in Asia, Latin America and Central and Eastern Europe throughout 1999. The Corporation will continue to monitor and adjust its foreign activities on a country-by-country basis depending on management's judgment of the likely developments in each country and will take action as deemed appropriate.

Market Risk Management

In the normal course of conducting its business activities, the

Corporation is exposed to market risks including price and liquidity risk. Market risk is the potential of loss arising from adverse changes in market rates and prices, such as interest rates (interest rate risk), foreign currency exchange rates (foreign exchange risk), commodity prices (commodity risk) and prices of equity securities (equity risk). Financial products that expose the Corporation to market risk include securities, loans, deposits, debt and derivative financial instruments such as futures, forwards, swaps, options and other financial instruments with similar characteristics. Liquidity risk arises from the possibility that the Corporation may not be able to satisfy current or future financial commitments or that the Corporation may be more reliant on alternative funding sources such as long-term debt.

Market risk is managed by the Corporation's Finance Committee, which formulates policy based on desirable levels of market risk. In setting desirable levels of market risk, the Finance Committee considers the impact on both earnings and capital of the current outlook in market rates, potential changes in market rates, world and regional economies, liquidity, business strategies and other factors.

Trading Portfolio

The Corporation manages its exposure to market risk resulting from trading activities through a risk management function which is independent of the various business units. The Trading Risk Committee (TRC) establishes and monitors various limits on trading activities. These limits include product volume, gross and net positions, and value-at-risk (VAR) and stress profit and loss simulation limits. Product volume limits establish maximum aggregate amounts of specific types of derivatives, foreign exchange contracts and securities that the Corporation may hold in its trading account at any point in time. Position limits restrict the gross and net amount of contracts that can be held in the trading account in any specific maturity and product grouping. VAR measures the potential loss in future earnings due to market rate movements within the trading portfolio using proprietary models that are based on statistical probability. VAR limits establish the maximum amount of potential loss, based upon sophisticated modeling techniques, that the Corporation is willing to assume at any point in time to a certain degree of confidence. Additionally, the Corporation uses profit and loss simulations to measure the potential for loss in various segments of the trading portfolio resulting from specific and extremely adverse scenarios. These scenarios are projected without regard to the statistical probability of their occurrences. Loss simulation limits establish the maximum amount of projected loss computed by the simulation that the Corporation is willing to assume.

The Corporation reduces the market risk to which it is exposed in the trading account by executing offsetting transactions with other counterparties. However, the Corporation retains open or uncovered trading account positions in an effort to generate revenue by correctly anticipating future market conditions and customer demands or by taking advantage of price differentials among the various markets in which it operates.

The day-to-day management of interest rate and foreign exchange risks takes place at a decentralized level within the Corporation's various trading centers. Limits established by the TRC are assigned to each trading center. In addition, documented trading policies and procedures define acceptable boundaries within which traders can execute transactions in their assigned markets.

The Corporation uses a VAR methodology to measure the interest rate, foreign exchange, commodity and equity risks inherent in its trading activities. Under this methodology, management models historical data to statistically calculate, with 99 percent confidence, the potential loss in earnings the Corporation might experience if an adverse one-day shift in market prices was to occur.

The Corporation performs the VAR calculation for each major trading portfolio segment on a daily basis. It then calculates the combined VAR across these portfolio segments using two different sets of assumptions. The first calculation assumes that each portfolio segment experiences adverse price movements at the same time (i.e., the price movements are perfectly correlated). The second calculation assumes that these adverse price movements within the major portfolio segments do not occur at the same time (i.e., they are uncorrelated).

Trading Activities Market Risk

<TABLE>
<CAPTION>

	1999			1998		
	Average	High	Low	Average	High	Low

(US Dollar equivalents in millions)	VAR	VAR(1)	VAR(1)	VAR	VAR(1)	VAR(1)
Based on perfect positive correlation						
Interest rate	$ 85.6	$ 126.8	$ 66.8	$ 120.2	$ 163.8	$ 92.7
Foreign currency	12.9	23.5	7.9	28.5	46.0	8.3
Commodities	2.1	6.4	0.8	3.6	6.9	1.4
Equity	14.0	28.0	3.0	2.0	5.2	0.5
Based on zero correlation						
Interest rate	25.7	41.2	18.6	37.6	49.9	29.3
Foreign currency	10.8	21.7	6.1	24.0	40.0	6.4
Commodities	1.6	5.8	0.6	2.7	5.3	1.1
Equity	13.1	26.8	2.6	1.7	5.2	0.5

(1) The high and low for the entire trading account may not equal the sum of the individual components as the highs or lows of the components occurred on different trading days.

The table above sets forth the calculated VAR amounts for 1999 and 1998. The amounts are calculated on a pre-tax basis. Interest rate and foreign exchange risks were generally lower in 1999 than in 1998 due to the decreased emphasis on proprietary risk-taking and the establishment of the Euro as a currency. Equity risk was generally higher in 1999 than in 1998 due to growth in the equity business.

VAR modeling on trading is subject to numerous limitations. In addition, the Corporation recognizes that there are numerous assumptions and estimates associated with modeling and actual results could differ from these assumptions and estimates. The Corporation mitigates these uncertainties through close monitoring and by examining and updating assumptions on an ongoing basis. The continual trading risk management process considers the impact of unanticipated risk exposure and updates assumptions to reduce loss exposure.

Asset and Liability Management Activities

Non-Trading Portfolio

The Corporation's Asset and Liability Management (ALM) process is used to manage interest rate risk through the structuring of balance sheet and off-balance sheet portfolios and identifying and linking such off-balance sheet positions to specific assets and liabilities. Interest rate risk represents the only material market risk exposure to the Corporation's non-trading on-balance sheet financial instruments. To effectively measure and manage interest rate risk, the Corporation uses sophisticated computer simulations which determine the impact on net interest income of numerous interest rate scenarios, balance sheet trends and strategies. These simulations cover the following financial instruments: short-term financial instruments, securities, loans, deposits, borrowings and off-balance sheet financial instruments. These simulations incorporate assumptions about balance sheet dynamics, such as loan and deposit growth and pricing, changes in funding mix and asset and liability repricing and maturity characteristics. Simulations are run under various interest rate scenarios to determine the impact on net income and capital. From these scenarios, interest rate risk is quantified and appropriate strategies are developed and implemented. The overall interest rate risk position and strategies are reviewed on an ongoing basis by senior management. Additionally, duration and market value sensitivity measures are selectively utilized where they provide added value to the overall interest rate risk management process.

At December 31, 1999, the interest rate risk position of the Corporation was relatively neutral as the impact of a gradual parallel 100 basis-point rise or fall in interest rates over the next 12 months was estimated to be less than one percent of net interest income.

Table Eighteen summarizes the expected maturities, unrealized gains and losses and weighted average effective yields and rates associated with the Corporation's significant non-trading on-balance sheet financial instruments. Cash and cash equivalents, time deposits placed and other short-term investments, federal funds sold and purchased, resale and repurchase agreements, commercial paper, other short-term borrowings and foreign deposits, which are similar in nature to other short-term borrowings, are excluded from Table Eighteen as their respective carrying values approximate fair values. These financial instruments generally expose the Corporation to insignificant market risk as they have either no stated maturities or an average maturity of less than 30 days and interest rates that approximate market rates. However, these financial instruments could expose the Corporation to interest rate risk by requiring more or less reliance on alternative funding sources, such as long-term debt. Loans held for sale are also excluded as their carrying values approximate their fair values, generally exposing the Corporation to insignificant market risk. For further information on the fair value of financial instruments see Note Sixteen of the consolidated financial statements on page 93.

Table Eighteen
Non-Trading On-Balance Sheet Financial Instruments

December 31, 1999

(Dollars in millions)	Total	Unrealized Gains/(Losses)	Expected Maturity 2000	2001	2002	2003	2004	After 2004
Assets(1)								
Available-for-sale securities(2)								
Fixed rate								
Book value	$ 74,873	$(3,777)	$ 568	$ 5,884	$ 4,522	$13,849	$10,475	$39,575
Weighted average effective yield	5.86%							
Variable rate								
Book value	$ 10,612	(61)	4	349	3,823	1,690	458	4,288
Weighted average effective yield	7.18%							
Held-for-investment securities(2)								
Fixed rate								
Book value	$ 1,344	(152)	124	34	21	31	29	1,105
Weighted average effective yield	7.81%							
Variable rate								
Book value	$ 78	--	33	13	5	15	7	5
Weighted average effective yield	6.34%							
Loans(2, 3)								
Fixed rate								
Book value	$120,445	635	32,359	20,484	15,064	10,451	7,608	34,479
Weighted average effective yield	7.90%							
Variable rate								
Book value	$228,345	2,044	99,595	35,680	25,452	19,532	14,421	33,665
Weighted average effective yield	7.87%							
Liabilities(1)								
Total deposits(4, 5)								
Fixed rate								
Book value	$215,841	20	70,463	14,144	13,954	11,604	11,615	94,061
Weighted average effective rate	2.52%							
Variable rate								
Book value	$ 87,734	2	17,210	14,369	11,734	9,846	8,297	26,278
Weighted average effective rate	3.10%							
Long-term debt(6, 7)								
Fixed rate								
Book value	$ 27,082	579	2,103	2,988	2,837	2,936	4,385	11,833
Weighted average effective rate	7.07%							
Variable rate								
Book value	$ 28,303	(31)	9,507	5,309	4,746	2,521	4,509	1,711
Weighted average effective rate	6.18%							
Trust preferred securities(6)								
Fixed rate								
Book value	$ 3,812	352	--	900	--	350	--	2,562
Weighted average effective rate	8.03%							
Variable rate								
Book value	$ 1,143	--	--	--	400	--	--	743
Weighted average effective rate	6.93%							

(1) Fixed and variable rate classifications are based on contractual rates and are not modified for the impact of asset and liability management contracts.
(2) Expected maturities reflect the impact of prepayment assumptions.
(3) Excludes leases.
(4) When measuring and managing market risk associated with domestic deposits,

such as savings and demand deposits, the Corporation considers its long-term relationships with depositors. The unrealized gain on deposits in this table does not consider these long-term relationships, therefore only certificates of deposits reflect a change in value.

(5) Excludes foreign time deposits.

(6) Expected maturities of long-term debt and trust preferred securities reflect the Corporation's ability to redeem such debt prior to contractual maturities.

(7) Excludes obligations under capital leases.

Interest Rate and Foreign Exchange Contracts

Risk management interest rate contracts and foreign exchange contracts are utilized in the Corporation's ALM process. Interest rate contracts, which are generally non-leveraged generic interest rate and basis swaps, options, futures and forwards allow the Corporation to effectively manage its interest rate risk position. Generic interest rate swaps involve the exchange of fixed-rate and variable-rate interest payments based on the contractual underlying notional amount. Basis swaps involve the exchange of interest payments based on the contractual underlying notional amounts, where both the pay rate and the receive rate are floating rates based on different indices. Option products primarily consist of caps and floors. Interest rate caps and floors are agreements where, for a fee, the purchaser obtains the right to receive interest payments when a variable interest rate moves above or below a specified cap or floor rate, respectively. Futures contracts used for ALM activities are primarily index futures providing for cash payments based upon the movements of an underlying rate index. In addition, the Corporation uses foreign currency contracts to manage the foreign exchange risk associated with foreign-denominated assets and liabilities, as well as the Corporation's equity investments in foreign subsidiaries. Foreign exchange contracts, which include spot, futures and forward contracts, represent agreements to exchange the currency of one country for the currency of another country at an agreed-upon price, on an agreed-upon date.

Table Nineteen shows the notional amount of the Corporation's open interest rate and foreign exchange contracts. The notional amount of the Corporation's receive fixed and pay fixed interest rate swaps at December 31, 1999 was $63.0 billion and $25.7 billion, respectively. The receive fixed interest rate swaps are primarily converting variable-rate commercial loans to fixed rate. The net receive fixed position at December 31, 1999 was $37.3 billion compared to $34.7 billion notional at December 31, 1998. The Corporation had $8.0 billion and $7.7 billion notional of basis swaps at December 31, 1999 and 1998, respectively, linked primarily to loans and long-term debt. The Corporation had $35.1 billion and $26.8 billion notional of option products at December 31, 1999 and 1998, respectively. In addition, open foreign exchange contracts at December 31, 1999 had a notional amount of $6.2 billion compared to $3.3 billion notional at December 31, 1998.

Table Nineteen also summarizes the estimated duration, weighted average receive and pay rates and the net unrealized gains and losses at December 31, 1999 and 1998 of the Corporation's open ALM interest rate swaps, as well as the average estimated duration and the net unrealized gains and losses at December 31, 1999 and 1998 of the Corporation's ALM basis swaps, options, futures and forward rate and foreign exchange contracts. Unrealized gains and losses are based on the last repricing and will change in the future primarily based on movements in one-, three- and six-month LIBOR rates. The ALM swap portfolio had a net unrealized loss of $1.6 billion at December 31, 1999 and a net unrealized gain of $942 million at December 31, 1998. The change is primarily attributable to an increase in interest rates. The ALM option products had a net unrealized gain of $5 million at December 31, 1999 compared to a net unrealized loss of $46 million at December 31, 1998. At December 31, 1999 and 1998, open foreign exchange contracts had a net unrealized loss of $30 million and a net unrealized gain of $72 million, respectively.

The amount of unamortized net realized deferred gains associated with closed ALM swaps was $174 million and $294 million at December 31, 1999 and 1998, respectively. The amount of unamortized net realized deferred gains associated with closed ALM options was $82 million and $26 million at December 31, 1999 and 1998, respectively. The amount of unamortized net realized deferred losses associated with closed ALM futures and forward rate contracts was $21 million and $1 million at December 31, 1999 and 1998, respectively. There were no unamortized net realized deferred gains or losses associated with closed foreign exchange contracts at December 31, 1999 and 1998.

Management believes the fair value of the ALM interest rate and foreign exchange portfolios should be viewed in the context of the overall balance sheet, and the value of any single component of the balance sheet or off-balance sheet positions should not be viewed in isolation.

For a discussion of the Corporation's management of risk associated with mortgage production and servicing activities, see the "Noninterest Income" section on page 20. See Note Eleven of the consolidated financial statements on page 79 for information on the Corporation's ALM contracts.

Table Nineteen
Asset and Liability Management Interest Rate and Foreign Exchange Contracts

<TABLE>
<CAPTION>
December 31, 1999

(Dollars in millions, average estimated duration in years)	Fair Value
<S>	<C>
Open interest rate contracts	
Total receive fixed swaps	$(1,747)
Notional amount	
Weighted average receive rate	
Total pay fixed swaps	115
Notional amount	
Weighted average pay rate	
Basis swaps	(6)
Notional amount	
Total swaps	(1,638)
Option products	5
Notional amount	
Futures and forward rate contracts	3
Notional amount	
Total open interest rate contracts	(1,630)
Closed interest rate contracts(1)	235
Net interest rate contract position	(1,395)
Open foreign exchange contracts	(30)
Notional amount	
Total ALM contracts	$(1,425)

<CAPTION>
December 31, 1999

		Expected Maturity					
(Dollars in millions, average estimated duration in years)	Total	2000	2001	2002	2003	2004	After 2004
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Open interest rate contracts							
Total receive fixed swaps							
Notional amount	$ 63,002	$ 13,539	$ 11,493	$ 1,637	$ 12,894	$ 7,104	$ 16,335
Weighted average receive rate	6.15%	5.98%	6.43%	6.88%	5.60%	6.57%	6.28%
Total pay fixed swaps							
Notional amount	$ 25,701	$ 6,893	$ 8,232	$ 3,175	$ 2,475	$ 719	$ 4,207
Weighted average pay rate	6.68%	6.84%	6.57%	6.23%	7.10%	7.46%	6.61%
Basis swaps							
Notional amount	$ 7,971	$ 743	$ 601	$ 1,669	$ 4,958	$ --	$ --
Total swaps							
Option products							
Notional amount	$ 35,134	$ 505	$ 2,088	$ 868	$ 1,950	$15,661	$ 14,062
Futures and forward rate contracts							
Notional amount	$ 931	$ 931	$ --	$ --	$ --	$ --	$ --
Total open interest rate contracts							

Closed interest rate contracts(1)							
Net interest rate contract position							
Open foreign exchange contracts							
Notional amount	$ 6,231	$ 273	$ 1,499	$ 2,552	$ 112	$ 623	$ 1,172
Total ALM contracts							

<CAPTION>

December 31, 1999

(Dollars in millions, average estimated duration in years)	Average Estimated Duration
<S>	<C>
Open interest rate contracts	
Total receive fixed swaps	2.75
Notional amount	
Weighted average receive rate	
Total pay fixed swaps	2.11
Notional amount	
Weighted average pay rate	
Basis swaps	3.19
Notional amount	
Total swaps	
Option products	
Notional amount	
Futures and forward rate contracts	
Notional amount	
Total open interest rate contracts	
Closed interest rate contracts(1)	
Net interest rate contract position	
Open foreign exchange contracts	
Notional amount	
Total ALM contracts	

</TABLE>

<TABLE>
<CAPTION>

December 31, 1998

(Dollars in millions, average estimated duration in years)	Fair Value
<S>	<C>
Open interest rate contracts	
Total receive fixed swaps	$ 1,958
Notional value	
Weighted average receive rate	
Total pay fixed swaps	(1,006)
Notional value	
Weighted average pay rate	
Basis swaps	(10)
Notional value	
Total swaps	942
Option products	(46)
Notional amount	
Futures and forward rate contracts	2
Notional amount	
Total open interest rate contracts	898
Closed interest rate contracts(1)	319
Net interest rate contract position	1,217
Open foreign exchange contracts	72
Notional amount	

Total ALM contracts	$ 1,289

<CAPTION>
December 31, 1998

(Dollars in millions, average estimated duration in years)	Expected Maturity Total	1999	2000	2001	2002	2003	After 2003
Open interest rate contracts							
Total receive fixed swaps							
Notional value	$ 60,450	$ 4,492	$ 8,220	$ 12,213	$ 2,599	$ 15,826	$ 17,100
Weighted average receive rate	6.16%	6.16%	6.28%	6.31%	6.93%	5.59%	6.43%
Total pay fixed swaps							
Notional value	$ 25,770	$ 6,062	$ 6,900	$ 4,356	$ 1,177	$ 2,481	$ 4,794
Weighted average pay rate	6.73%	6.46%	6.89%	6.47%	7.31%	7.14%	6.76%
Basis swaps							
Notional value	$ 7,736	$ 1,685	$ 743	$ 625	$ 1,669	$ 3,014	$ --
Total swaps							
Option products							
Notional amount	$ 26,836	$ 3,225	$ 543	$ 1,088	$ 938	$ 1,950	$ 19,092
Futures and forward rate contracts							
Notional amount	$ 6,348	$ 6,348	$ --	$ --	$ --	$ --	$ --
Total open interest rate contracts							
Closed interest rate contracts(1)							
Net interest rate contract position							
Open foreign exchange contracts							
Notional amount	$ 3,314	$ 300	$ 273	$ 1,084	$ 527	$ 112	$ 1,018
Total ALM contracts							

<CAPTION>
December 31, 1998

(Dollars in millions, average estimated duration in years)	Average Estimated Duration
Open interest rate contracts	
Total receive fixed swaps	4.55
Notional value	
Weighted average receive rate	
Total pay fixed swaps	3.18
Notional value	
Weighted average pay rate	
Basis swaps	2.88
Notional value	
Total swaps	
Option products	
Notional amount	
Futures and forward rate contracts	
Notional amount	
Total open interest rate contracts	
Closed interest rate contracts(1)	

Net interest rate contract position

Open foreign exchange contracts
Notional amount

Total ALM contracts

</TABLE>

(1) Represents the unamortized net realized deferred gains associated with closed contracts. As a result, no notional amount is reflected for expected maturity.

Table Twenty
Selected Quarterly Operating Results

<TABLE>
<CAPTION>

	1999 Quarters			
(Dollars in millions, except per share information)	Fourth	Third	Second	First
<S>	<C>	<C>	<C>	<C>
Operating Basis (1)				
Income statement				
Interest income	$ 9,622	$ 9,294	$ 9,206	$ 9,201
Interest expense	5,147	4,744	4,594	4,601
Net interest income	4,475	4,550	4,612	4,600
Net interest income (taxable-equivalent basis)	4,541	4,603	4,663	4,645
Provision for credit losses	350	450	510	510
Gains on sales of securities	14	44	52	130
Noninterest income	3,596	3,728	3,522	3,223
Other noninterest expense	4,550	4,526	4,457	4,453
Income before income taxes	3,185	3,346	3,219	2,990
Income tax expense	1,070	1,195	1,159	1,076
Net income	2,115	2,151	2,060	1,914
Performance ratios				
Return on average assets	1.33%	1.40%	1.34%	1.27%
Return on average common shareholders' equity	17.95	18.40	17.64	16.78
Per common share data				
Earnings	$ 1.24	$ 1.25	$ 1.18	$ 1.10
Diluted earnings	1.23	1.23	1.15	1.08
Cash basis financial data (2)				
Earnings per common share	1.37	1.38	1.31	1.23
Diluted earnings per common share	1.35	1.35	1.28	1.20
Return on average tangible assets	1.50%	1.58%	1.53%	1.46%
Return on average tangible common shareholders' equity	28.38	29.48	28.49	27.44
As Reported				
Income statement				
Merger-related charges, net	$ 325	$ --	$ 200	$ --
Income before income taxes	2,860	3,346	3,019	2,990
Income tax expense	958	1,195	1,104	1,076
Net income	1,902	2,151	1,915	1,914
Performance ratios				
Return on average assets	1.20%	1.40%	1.25%	1.27%
Return on average common shareholders' equity	16.14	18.40	16.40	16.78
Per common share data				
Earnings	$ 1.12	$ 1.25	$ 1.10	$ 1.10
Diluted earnings	1.10	1.23	1.07	1.08
Cash dividends paid	.50	.45	.45	.45
Cash basis financial data (2)				
Earnings per common share	1.25	1.38	1.23	1.23
Diluted earnings per common share	1.23	1.35	1.20	1.20
Return on average tangible assets	1.36%	1.58%	1.43%	1.46%
Return on average tangible common shareholders' equity	25.79	29.48	26.68	27.44
Average balance sheet				
Average total assets	$ 630,743	$ 611,448	$ 615,364	$ 609,624
Average total deposits	341,913	336,998	342,249	345,931
Average total shareholders' equity	46,792	46,439	46,891	46,279
Yield on average earning assets	7.09%	7.03%	7.00%	7.13%
Rate on average interest-bearing liabilities	4.54	4.30	4.16	4.26
Net interest spread	2.55	2.73	2.84	2.87
Net interest yield	3.32	3.46	3.53	3.58
Risk-based capital ratios (at period end)(3)				
Tier 1 capital	7.35	7.71	7.38	7.40
Total capital	10.88	11.39	11.09	11.17

Leverage ratio	6.26	6.59	6.34	6.47
Market price per share of common stock				
Closing	$ 50 3/16	$55 11/16	$ 73 5/16	$ 70 5/8
High	67 1/2	76 3/8	76 1/8	74 1/2
Low	47 5/8	53 1/4	61 1/2	59 1/2

<CAPTION>

	1998 Quarters			
(Dollars in millions, except per share information)	Fourth	Third	Second	First
<S>	<C>	<C>	<C>	<C>
Operating Basis (1)				
Income statement				
Interest income	$ 9,638	$ 9,608	$ 9,637	$ 9,705
Interest expense	5,029	5,164	5,011	5,086
Net interest income	4,609	4,444	4,626	4,619
Net interest income (taxable-equivalent basis)	4,650	4,484	4,668	4,659
Provision for credit losses	510	1,405	495	510
Gains on sales of securities	404	280	120	213
Noninterest income	2,655	2,405	3,636	3,493
Other noninterest expense	4,687	4,583	4,767	4,704
Income before income taxes	2,471	1,141	3,120	3,111
Income tax expense	868	248	1,099	1,138
Net income	1,603	893	2,021	1,973
Performance ratios				
Return on average assets	1.05%	.61%	1.41%	1.38%
Return on average common shareholders' equity	14.12	7.73	18.24	18.52
Per common share data				
Earnings	$ .92	$ .51	$ 1.16	$ 1.14
Diluted earnings	.91	.50	1.13	1.11
Cash basis financial data (2)				
Earnings per common share	1.05	.64	1.29	1.27
Diluted earnings per common share	1.04	.63	1.25	1.24
Return on average tangible assets	1.22%	.79%	1.61%	1.59%
Return on average tangible common shareholders' equity	23.97	14.51	31.23	32.57
As Reported				
Income statement				
Merger-related charges, net	$ 600	$ 725	$ (430)	$ 900
Income before income taxes	1,871	416	3,550	2,211
Income tax expense	709	42	1,252	880
Net income	1,162	374	2,298	1,331
Performance ratios				
Return on average assets	.76%	.26%	1.61%	.93%
Return on average common shareholders' equity	10.23	3.23	20.76	12.46
Per common share data				
Earnings	$ .67	$ .21	$ 1.32	$ .77
Diluted earnings	.66	.21	1.28	.75
Cash dividends paid	.45	.38	.38	.38
Cash basis financial data (2)				
Earnings per common share	0.80	.34	1.45	.90
Diluted earnings per common share	.79	.34	1.41	.87
Return on average tangible assets	.93%	.42%	1.81%	1.12%
Return on average tangible common shareholders' equity	18.18	7.76	35.10	23.02
Average balance sheet				
Average total assets	$ 606,541	$ 578,353	$ 573,975	$ 578,841
Average total deposits	351,766	347,783	342,369	339,867
Average total shareholders' equity	45,051	45,756	44,857	43,628
Yield on average earning assets	7.44%	7.73%	7.89%	7.98%
Rate on average interest-bearing liabilities	4.60	4.94	4.90	4.93
Net interest spread	2.84	2.79	2.99	3.05
Net interest yield	3.58	3.60	3.80	3.83
Risk-based capital ratios (at period end)(3)				
Tier 1 capital	7.06	7.29	7.32	6.80
Total capital	10.94	11.25	11.77	11.19
Leverage ratio	6.22	6.64	6.21	5.64
Market price per share of common stock				
Closing	$ 60 1/8	$ 53 1/2	$76 11/16	$72 15/16
High	66 5/8	88 7/16	85	75 1/8
Low	44	47 7/8	72 1/16	56 1/4

</TABLE>

(1) Operating basis excludes merger-related charges.
(2) Cash basis calculations exclude goodwill and other intangible assets and their related amortization expense.
(3) Ratios for the first and second quarters of 1998 have not been restated to reflect the impact of the BankAmerica merger.

Table Twenty-One
Quarterly Average Balances and Interest Rates -- Taxable-Equivalent Basis

<TABLE>
<CAPTION>

(Dollars in millions)	Fourth Quarter 1999 Average Balance	Fourth Quarter 1999 Interest Income/ Expense	Fourth Quarter 1999 Yield/ Rate	Third Quarter 1999 Average Balance	Third Quarter 1999 Interest Income/ Expense	Third Quarter 1999 Yield/ Rate
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Earning assets						
Time deposits placed and other short-term investments	$ 4,512	$ 73	6.33%	$ 5,018	$ 69	5.50%
Federal funds sold and securities purchased under agreements to resell	39,700	458	4.60	33,074	440	5.30
Trading account assets	38,453	544	5.63	37,453	483	5.14
Securities:						
Available-for-sale(1)	85,009	1,301	6.10	78,779	1,208	6.12
Held-for-investment	1,433	25	7.25	1,482	26	7.02
Total securities	86,442	1,326	6.12	80,261	1,234	6.13
Loans and leases(2)						
Commercial - domestic	140,674	2,707	7.64	136,149	2,488	7.25
Commercial - foreign	27,430	453	6.56	28,348	494	6.93
Commercial real estate - domestic	24,345	506	8.23	25,056	517	8.19
Commercial real estate - foreign	306	6	8.96	295	7	8.80
Total commercial	192,755	3,672	7.56	189,848	3,506	7.33
Residential mortgage	79,783	1,450	7.26	80,015	1,431	7.14
Home equity lines	16,882	345	8.12	16,316	321	7.79
Direct/Indirect consumer	42,442	888	8.30	42,740	875	8.13
Consumer finance	21,340	440	8.18	19,923	433	8.62
Bankcard	8,578	245	11.32	8,923	256	11.38
Foreign consumer	2,430	54	8.77	3,635	86	9.36
Total consumer	171,455	3,422	7.94	171,552	3,402	7.89
Total loans and leases	364,210	7,094	7.74	361,400	6,908	7.59
Other earning assets	10,247	193	7.51	11,358	213	7.40
Total earning assets(3)	543,564	9,688	7.09	528,564	9,347	7.03

Cash and cash equivalents	25,467			25,905		
Other assets, less allowance for credit losses	61,712			56,979		
Total assets	$630,743			$611,448		
Interest-bearing liabilities						
Domestic interest-bearing deposits:						
Savings	$ 25,082	80	1.27	$ 26,037	82	1.25
NOW and money market deposit accounts	97,481	639	2.60	96,402	579	2.38
Consumer CDs and IRAs	74,653	932	4.95	73,429	898	4.85
Negotiated CDs, public funds and other time deposits	6,825	98	5.73	6,609	94	5.66
Total domestic interest-bearing deposits	204,041	1,749	3.40	202,477	1,653	3.24
Foreign interest-bearing deposits(4)						
Banks located in foreign countries	14,305	178	4.93	13,668	160	4.65
Governments and official institutions	7,121	99	5.53	7,185	90	4.99
Time, savings and other	24,993	298	4.72	25,500	295	4.57
Total foreign interest-bearing deposits	46,419	575	4.91	46,353	545	4.66
Total interest-bearing deposits	250,460	2,324	3.68	248,830	2,198	3.50
Federal funds purchased, securities sold under agreements to repurchase and other short-term borrowings	120,858	1,638	5.38	114,934	1,437	4.96
Trading account liabilities	19,223	190	3.92	15,677	189	4.78
Long-term debt(5)	59,972	995	6.63	59,283	920	6.21
Total interest-bearing liabilities(6)	450,513	5,147	4.54	438,724	4,744	4.30
Noninterest-bearing sources						
Noninterest-bearing deposits	91,453			88,168		
Other liabilities	41,985			38,117		
Shareholders' equity	46,792			46,439		
Total liabilities and shareholders' equity	$630,743			$611,448		
Net interest spread			2.55			2.73
Impact of noninterest-bearing sources			.77			.73
Net interest income/yield on earning assets		$4,541	3.32%		$4,603	3.46%

</TABLE>

(1) The average balance and yield on available-for-sale securities are based on the average of historical amortized cost balances.
(2) Nonperforming loans are included in the average loan balances. Income on such nonperforming loans is recognized on a cash basis.
(3) Interest income includes taxable-equivalent basis adjustments of $66, $53, $51 and $45 in the fourth, third, second and first quarters of 1999 and $41 in the fourth quarter of 1998, respectively. Interest income also includes the impact of risk management interest rate contracts, which increased interest income on the underlying assets $57, $103, $83 and $63 in the fourth, third, second and first quarters of 1999 and $70 in the fourth quarter of 1998, respectively.
(4) Primarily consists of time deposits in denominations of $100,000 or more.
(5) Long-term debt includes trust preferred securities.
(6) Interest expense includes the impact of risk management interest rate contracts, which (increased) decreased interest expense on the underlying

liabilities $(2), $6, $52 and $60 in the fourth, third, second and first quarters of 1999 and $27 in the fourth quarter of 1998, respectively.

<TABLE>
<CAPTION>

Second Quarter 1999			First Quarter 1999			Fourth Quarter 1998		
Average Balance	Interest Income/ Expense	Yield/ Rate	Average Balance	Interest Income/ Expense	Yield/ Rate	Average Balance	Interest Income/ Expense	Yield/ Rate
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
$ 5,159	$ 65	5.03%	$ 6,408	$ 88	5.58%	$ 6,702	$ 111	6.56%
29,521	387	5.25	26,561	381	5.80	29,564	486	6.53
39,837	528	5.31	41,129	547	5.36	39,391	613	6.19
76,373	1,139	5.97	73,925	1,161	6.31	69,354	1,162	6.68
1,482	28	7.61	1,905	33	6.84	2,948	44	6.09
77,855	1,167	6.00	75,830	1,194	6.33	72,302	1,206	6.66
138,257	2,473	7.17	138,272	2,444	7.16	136,629	2,542	7.39
30,209	456	6.05	31,568	494	6.35	32,893	569	6.86
25,938	533	8.25	26,827	559	8.45	28,427	601	8.38
289	6	8.48	286	6	8.79	319	8	9.39
194,693	3,468	7.14	196,953	3,503	7.21	198,268	3,720	7.45
80,151	1,430	7.14	75,789	1,356	7.18	73,033	1,336	7.30
15,857	304	7.68	15,537	298	7.79	15,781	326	8.17
42,240	859	8.15	41,652	847	8.24	40,557	876	8.57
17,794	424	9.56	15,880	373	9.53	14,368	338	9.33
10,365	306	11.83	11,287	327	11.76	12,078	366	12.01
3,653	87	9.55	3,648	89	9.90	3,551	94	10.47
170,060	3,410	8.03	163,793	3,290	8.11	159,368	3,336	8.32
364,753	6,878	7.56	360,746	6,793	7.62	357,636	7,056	7.84
12,924	232	7.23	13,008	243	7.53	11,471	207	7.19
530,049	9,257	7.00	523,682	9,246	7.13	517,066	9,679	7.44
25,868			25,826			25,834		
59,447			60,116			63,641		
$615,364			$609,624			$606,541		
$ 21,799	67	1.24	$ 21,637	71	1.33	$ 21,702	91	1.67
100,897	581	2.31	99,864	575	2.33	97,589	622	2.53
73,601	847	4.61	74,362	857	4.68	74,923	956	5.06
6,238	80	5.14	6,914	89	5.20	7,388	96	5.16
202,535	1,575	3.12	202,777	1,592	3.18	201,602	1,765	3.47
16,947	196	4.62	20,379	268	5.34	24,938	325	5.17
8,089	98	4.81	9,172	113	5.02	10,278	143	5.54
26,354	299	4.56	26,980	339	5.10	26,868	365	5.39
51,390	593	4.62	56,531	720	5.17	62,084	833	5.32

253,925	2,168	3.42	259,308	2,312	3.62	263,686	2,598	3.91
116,339	1,396	4.82	112,384	1,355	4.88	104,416	1,422	5.40
14,178	150	4.25	12,679	129	4.13	14,194	165	4.62
58,302	880	6.03	52,642	805	6.12	51,779	844	6.52
442,744	4,594	4.16	437,013	4,601	4.26	434,075	5,029	4.60
88,324			86,623			88,080		
37,405			39,709			39,335		
46,891			46,279			45,051		
$615,364			$609,624			$606,541		
		2.84			2.87			2.84
		.69			.71			.74
	$4,663	3.53%		$4,645	3.58%		$4,650	3.58%

</TABLE>

1998 Compared to 1997

The following discussion and analysis provides a comparison of the Corporation's results of operations for the years ended December 31, 1998 and 1997. This discussion should be read in conjunction with the consolidated financial statements and related notes on pages 52 through 99.

Overview

The Corporation's operating net income decreased five percent to $6.49 billion in 1998 from $6.81 billion in 1997. Operating earnings per common share for 1998 decreased to $3.73 from $3.86 in 1997. Diluted operating earnings per common share decreased to $3.64 for 1998 compared to $3.76 for 1997. Including merger-related charges of $1.80 billion ($1.33 billion, net of tax), net income decreased 21 percent to $5.17 billion in 1998 compared to $6.54 billion in 1997. Earnings per common share and diluted earnings per common share were $2.97 and $2.90, respectively, in 1998 compared to $3.71 and $3.61, respectively, in 1997.

Business Segment Operations

Consumer Banking's net income increased 16 percent to $3.9 billion in 1998 compared to $3.4 billion in 1997. Taxable-equivalent net interest income decreased three percent to $11.8 billion in 1998 compared to $12.2 billion in 1997. Noninterest income increased six percent in 1998 to $6.6 billion compared to $6.2 billion in 1997. The net interest yield increased 10 basis points from 1997 to 4.88 percent. Return on average equity increased to 19.2 percent in 1998 from 16.3 percent in 1997. Return on tangible equity increased to 29.3 percent in 1998 from 26.2 percent in 1997. Revenue growth and expense control led to a 190 basis point improvement in the efficiency ratio in 1998 to 59.9 percent from 61.8 percent in 1997. The cash basis efficiency ratio improved to 56.6 percent in 1998 from 58.4 percent in 1997.

Commercial Banking's net income decreased two percent to $953 million in 1998 compared to $977 million in 1997. Taxable-equivalent net interest income remained essentially flat at $2.2 billion. Noninterest income increased 19 percent in 1998 to $730 million compared to $613 million in 1997. The net interest yield decreased 36 basis points from 1997 to 3.97 percent. Return on average equity decreased to 20.1 percent in 1998 from 21.6 percent in 1997. Return on tangible equity decreased to 27.1 percent in 1998 from 29.9 percent in 1997. The efficiency ratio increased to 48.1 percent in 1998 from 43.5 percent in 1997. The cash basis efficiency ratio increased to 44.6 percent in 1998 from 40.0 percent in 1997.

Global Corporate and Investment Banking's net income decreased 83 percent to $292 million in 1998 compared to $1.7 billion in 1997. Taxable-equivalent net interest income increased seven percent in 1998 to $3.8 billion compared to $3.6 billion in 1997. Noninterest income decreased seven percent in 1998 to $2.9 billion compared to $3.1 billion in 1997. The net interest yield decreased one basis point from 1997 to 2.12 percent. Return on average equity decreased to 2.3 percent in 1998 from 15.9 percent in 1997. Return on tangible equity decreased to 4.1 percent in 1998 from 18.8 percent in 1997. The efficiency ratio increased to 70.6 percent in 1998 from 53.8 percent in 1997. The cash basis efficiency ratio increased to 68.1 percent in 1998 from 52.1 percent in 1997.

Principal Investing and Asset Management's net income decreased 10 percent to $491 million in 1998 compared to $544 million in 1997. Taxable-equivalent net interest income increased 12 percent in 1998 to $459 million compared to $409 million in 1997. Noninterest income remained essentially flat at $1.9 billion. The net interest yield decreased 36 basis points from 1997 to 2.94 percent. Return on average equity decreased to 20.1 percent in 1998 from 27.0 percent in 1997. Return on tangible equity decreased to 22.8 percent in 1998 from 31.2 percent in 1997. The efficiency ratio increased to 67.1 percent in 1998 compared to 62.0 percent in 1997. The cash basis efficiency ratio increased to 65.9 percent in 1998 from 61.0 percent in 1997.

Net Interest Income

Net interest income on a taxable-equivalent basis remained essentially unchanged at $18.5 billion in 1998 compared to $18.6 billion in 1997, primarily due to a reduction in the net difference between loan and deposit rates and the impact of securitizations, divestitures and assets sales. The decrease was partially offset by loan growth and increased core funding.

The net interest yield decreased 31 basis points to 3.69 percent in 1998 compared to 4.00 percent in 1997, primarily reflecting higher levels of investment securities, which have a lower yield than loans, and a reduction in the net difference between loan and deposit rates.

Provision for Credit Losses

The provision for credit losses was $2.9 billion in 1998 compared to $1.9 billion in the prior year, reflecting the impact of certain nonrecurring charges in 1998, including a provision related to weaknesses in global economic conditions in the third quarter of 1998 and higher net commercial charge-offs. The provision for credit losses covered net charge-offs, which increased $615 million to $2.5 billion in 1998, primarily due to higher commercial net charge-offs, partially offset by lower net charge-offs in the consumer loan portfolio.

The allowance for credit losses was $7.1 billion, or 1.99 percent of loans and leases, at December 31, 1998 compared to $6.8 billion, or 1.98 percent, at December 31, 1997. The allowance for credit losses was 287.01 percent of nonperforming loans at December 31, 1998 compared to 321.03 percent at December 31, 1997.

Gains on Sales of Securities

Gains on sales of securities were $1.0 billion in 1998 compared to $271 million in 1997. Securities gains were higher in 1998 as a result of increased activity in connection with the Corporation's overall risk management activity and favorable market conditions for certain debt instruments caused by turbulence in equity markets.

Noninterest Income

Noninterest income increased four percent to $12.2 billion in 1998, primarily reflecting higher levels of income from investment banking, brokerage, and credit card activities, offset by declines in mortgage banking and trading income.

Other Noninterest Expense

Other noninterest expense increased six percent to $18.7 billion in 1998 compared to $17.6 billion in 1997, primarily due to increases in personnel, data processing and general administrative and other expenses associated with the NationsBanc Montgomery Securities, Robertson Stephens and NationsBanc Auto Leasing, Inc. acquisitions in 1997.

Income Taxes

The Corporation's income tax expense for 1998 and 1997 was $2.9 billion and $4.0 billion, respectively, for an effective tax rate of 35.8 percent and 38.0 percent, repectively. The reduction in the effective tax rate was due primarily to the reorganization of certain subsidiaries of the Corporation in 1998.

Item 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

See "Management's Discussion and Analysis of Results of Operations and Financial Condition - Market Risk Management" on page 42 for Quantitative and Qualitative Disclosures about Market Risk.

Item 8. CONSOLIDATED FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Report of Management

The management of Bank of America Corporation is responsible for the preparation, integrity and objectivity of the consolidated financial statements of the Corporation. The consolidated financial statements and notes have been prepared by the Corporation in accordance with accounting principles generally accepted in the United States and, in the judgment of management, present fairly the Corporation's financial position and results of operations. The financial information contained elsewhere in this report is consistent with that in the consolidated financial statements. The financial statements and other financial information in this report include amounts that are based on management's best estimates and judgments giving due consideration to materiality.

The Corporation maintains a system of internal accounting controls to provide reasonable assurance that assets are safe-guarded and that transactions are executed in accordance with management's authorization and recorded properly to permit the preparation of consolidated financial statements in accordance with accounting principles generally accepted in the United States. Management recognizes that even a highly effective internal control system has inherent risks, including the possibility of human error and the circumvention or overriding of controls, and that the effectiveness of an internal control system can change with circumstances. However, management believes that the internal control system provides reasonable assurance that errors or irregularities that could be material to the consolidated financial statements are prevented or would be detected on a timely basis and corrected through the normal course of business. As of December 31, 1999, management believes that the internal controls are in place and operating effectively.

The Internal Audit Division of the Corporation reviews, evaluates, monitors and makes recommendations on both administrative and accounting control, which acts as an integral, but independent, part of the system of internal controls.

The independent accountants were engaged to perform an independent audit of the consolidated financial statements. In determining the nature and extent of their auditing procedures, they have evaluated the Corporation's accounting policies and procedures and the effectiveness of the related internal control system. An independent audit provides an objective review of management's responsibility to report operating results and financial condition. Their report appears on page 53.

The Board of Directors discharges its responsibility for the Corporation's consolidated financial statements through its Audit Committee. The Audit Committee meets periodically with the independent accountants, internal auditors and management. Both the independent accountants and internal auditors have direct access to the Audit Committee to discuss the scope and results of their work, the adequacy of internal accounting controls and the quality of financial reporting.

/s/ HUGH L. MCCOLL, JR.
- -------------------------
Hugh L. McColl, Jr.
Chairman of the Board and
Chief Executive Officer

/s/ JAMES H. HANCE, JR.
- -------------------------
James H. Hance, Jr.
Vice Chairman and
Chief Financial Officer

Report of Independent Accountants

To the Board of Directors and Shareholders of Bank of America Corporation

In our opinion, the accompanying consolidated balance sheet and the related consolidated statements of income, of changes in shareholders' equity and of cash flows present fairly, in all material respects, the financial position of

Bank of America Corporation and its subsidiaries at December 31, 1999 and 1998, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 1999, in conformity with accounting principles generally accepted in the United States. These financial statements are the responsibility of the Corporation's management; our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these statements in accordance with auditing standards generally accepted in the United States, which require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for the opinion expressed above.

/s/ PricewaterhouseCoopers LLP
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PRICEWATERHOUSECOOPERS LLP
Charlotte, North Carolina
January 13, 2000

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Bank of America Corporation and Subsidiaries

Consolidated Statement of Income

<TABLE>
<CAPTION>

	Year Ended December 31		
(Dollars in millions, except per share information)	1999	1998	1997
<S>	<C>	<C>	<C>
Interest income			
Interest and fees on loans and leases	$ 27,569	$ 28,331	$ 29,085
Interest and dividends on securities	4,826	4,502	3,283
Federal funds sold and securities purchased under agreements to resell	1,666	1,828	1,516
Trading account assets	2,087	2,626	2,582
Other interest income	1,175	1,301	867
Total interest income	37,323	38,588	37,333
Interest expense			
Deposits	9,002	10,811	10,684
Short-term borrowings	5,826	5,239	4,105
Trading account liabilities	658	895	975
Long-term debt	3,600	3,345	3,137
Total interest expense	19,086	20,290	18,901
Net interest income	18,237	18,298	18,432
Provision for credit losses	1,820	2,920	1,904
Net interest income after provision for credit losses	16,417	15,378	16,528
Gains on sales of securities	240	1,017	271
Noninterest income			
Service charges on deposit accounts	3,645	3,396	3,373
Mortgage servicing income	673	389	543
Investment banking income	2,244	2,009	1,476
Trading account profits and fees	1,495	171	976
Brokerage income	724	728	355
Nondeposit-related service fees	554	652	680
Asset management and fiduciary service fees	1,023	973	990
Credit card income	1,791	1,448	1,231
Other income	1,920	2,423	2,132
Total noninterest income	14,069	12,189	11,756
Merger-related charges, net	525	1,795	374
Other noninterest expense			
Personnel	9,308	9,412	8,703
Occupancy	1,627	1,643	1,576
Equipment	1,346	1,404	1,408
Marketing	537	581	655
Professional fees	630	843	763
Amortization of intangibles	888	902	855

Data processing	763	765	626
Telecommunications	549	563	491
Other general operating	1,820	2,044	2,059
General administrative and other	518	584	489
Total other noninterest expense	17,986	18,741	17,625
Income before income taxes	12,215	8,048	10,556
Income tax expense	4,333	2,883	4,014
Net income	$ 7,882	$ 5,165	$ 6,542
Net income available to common shareholders	$ 7,876	$ 5,140	$ 6,431
Per share information(1)			
Earnings per common share	$ 4.56	$ 2.97	$ 3.71
Diluted earnings per common share	$ 4.48	$ 2.90	$ 3.61
Dividends per common share	$ 1.85	$ 1.59	$ 1.37
Average common shares issued and outstanding (in thousands)(1)	1,726,006	1,732,057	1,733,194

</TABLE>

(1) Share and per share data reflect a two-for-one stock split on February 27, 1997.

See accompanying notes to consolidated financial statements.

Bank of America Corporation and Subsidiaries

Consolidated Balance Sheet

<TABLE>
<CAPTION>

(Dollars in millions)	December 31 1999	December 31 1998
Assets		
Cash and cash equivalents	$ 26,989	$ 28,277
Time deposits placed and other short-term investments	4,838	6,750
Federal funds sold and securities purchased under agreements to resell	37,928	27,146
Trading account assets	38,460	39,602
Securities:		
Available-for-sale	81,647	78,590
Held-for-investment, at cost (market value - $1,270 and $1,853)	1,422	1,997
Total securities	83,069	80,587
Loans and leases	370,662	357,328
Allowance for credit losses	(6,828)	(7,122)
Loans and leases, net of allowance for credit losses	363,834	350,206
Premises and equipment, net	6,713	7,289
Customers' acceptance liability	1,869	2,671
Derivative-dealer assets	16,055	16,400
Interest receivable	3,777	3,734
Mortgage servicing rights	4,093	2,376
Goodwill	12,262	12,695
Core deposits and other intangibles	1,730	2,013
Other assets	30,957	37,933
Total assets	$632,574	$617,679
Liabilities		
Deposits in domestic offices:		
Noninterest-bearing	$ 93,476	$ 92,623
Interest-bearing	207,048	203,644
Deposits in foreign offices:		
Noninterest-bearing	1,993	1,713
Interest-bearing	44,756	59,280
Total deposits	347,273	357,260
Federal funds purchased and securities sold under agreements to repurchase	74,561	67,543
Trading account liabilities	20,958	14,170
Derivative-dealer liabilities	16,200	16,835

Commercial paper	7,331	6,749
Other short-term borrowings	40,340	24,742
Acceptances outstanding	1,869	2,671
Accrued expenses and other liabilities	19,169	30,929
Long-term debt	55,486	45,888
Trust preferred securities	4,955	4,954
Total liabilities	588,142	571,741
Commitments and contingencies (Notes Eleven and Thirteen)		
Shareholders' equity		
Preferred stock, $0.01 par value; authorized-100,000,000 shares; issued and outstanding - 1,797,702 and 1,952,039 shares	77	83
Common stock, $0.01 par value; authorized-5,000,000,000 shares; issued and outstanding - 1,677,273,267 and 1,724,484,305 shares	11,671	14,837
Retained earnings	35,681	30,998
Accumulated other comprehensive income (loss)	(2,658)	152
Other	(339)	(132)
Total shareholders' equity	44,432	45,938
Total liabilities and shareholders' equity	$632,574	$617,679

</TABLE>

See accompanying notes to consolidated financial statements.

Bank of America Corporation and Subsidiaries

Consolidated Statement of Cash Flows

<TABLE>
<CAPTION>

	Year Ended December 31		
(Dollars in millions)	1999	1998	1997
<S>	<C>	<C>	<C>
Operating activities			
Net income	$ 7,882	$ 5,165	$ 6,542
Reconciliation of net income to net cash provided by operating activities:			
Provision for credit losses	1,820	2,920	1,904
Gains on sales of securities	(240)	(1,017)	(271)
Merger-related charges, net	525	1,795	374
Depreciation and premises improvements amortization	1,029	1,096	1,108
Amortization of intangibles	888	902	855
Deferred income tax expense	2,098	216	971
Net decrease (increase) in trading instruments	7,640	(1,378)	(4,679)
Net increase in interest receivable	(51)	(157)	(542)
Net increase in interest payable	332	94	179
Net decrease (increase) in other assets	2,611	(11,271)	(3,797)
Net (decrease) increase in other accrued expenses and other liabilities	(12,965)	13,702	1,780
Other operating activities, net	496	1,450	(175)
Net cash provided by operating activities	12,065	13,517	4,249
Investing activities			
Net decrease (increase) in time deposits placed and other short-term investments	1,625	1,612	(857)
Net increase in federal funds sold and securities purchased under agreements to resell	(10,782)	(7,028)	

			(3,531)
Proceeds from sales and maturities of available-for-sale securities	48,590	81,254	44,268
Purchases of available-for-sale securities	(48,917)	(93,136)	(56,825)
Proceeds from maturities of held-for-investment securities	575	1,162	1,898
Purchases of held-for-investment securities	--	(249)	(570)
Proceeds from sales and securitizations of loans and leases	44,574	59,297	30,936
Purchases and net originations of loans and leases	(63,401)	(91,681)	(42,218)
Purchases and originations of mortgage servicing rights	(2,258)	(853)	(419)
Net purchases of premises and equipment	(465)	(437)	(888)
Proceeds from sales of foreclosed properties	350	525	610
Sales and acquisitions of business activities, net of cash	(1,212)	(335)	1,289
Net cash used in investing activities	(31,321)	(49,869)	(26,307)
Financing activities			
Net (decrease) increase in deposits	(8,299)	16,476	4,774
Net increase in federal funds purchased and securities sold under agreements to repurchase	7,018	6,137	26,680
Net increase (decrease) in commercial paper and other short-term borrowings	16,214	13,672	(1,440)
Proceeds from issuance of long-term debt	17,630	12,166	7,823
Retirement of long-term debt	(7,763)	(8,809)	(6,740)
Proceeds from issuance of trust preferred securities	--	340	1,613
Proceeds from issuance of common stock	1,158	1,367	1,892
Common stock repurchased	(4,858)	(1,751)	(8,540)
Cash dividends paid	(3,199)	(2,604)	(2,175)
Other financing activities, net	12	(863)	(2,036)
Net cash provided by financing activities	17,913	36,131	21,851
Effect of exchange rate changes on cash and cash equivalents	55	32	102
Net decrease in cash and cash equivalents	(1,288)	(189)	(105)
Cash and cash equivalents at January 1	28,277	28,466	28,571
Cash and cash equivalents at December 31	$ 26,989	$ 28,277	$ 28,466
Supplemental cash flow disclosures			
Cash paid for interest	$ 18,754	$ 20,198	$ 18,585
Cash paid for income taxes	1,595	2,695	1,760

</TABLE>

Loans transferred to foreclosed properties amounted to $305, $353 and $431 in 1999, 1998 and 1997, respectively.

Loans securitized and retained in the trading and available-for-sale securities portfolios amounted to $6,682, $6,083 and $7,842 in 1999, 1998 and 1997, respectively.

The fair value of noncash assets acquired and liabilities assumed in acquisitions during 1999 was approximately $1,557 and $74, net of cash acquired. The fair value of noncash assets acquired in acquisitions during 1998 was approximately $109, net of cash acquired. The fair value of noncash assets acquired and liabilities assumed in acquisitions during 1997 were approximately $52,226 and $43,024, respectively, net of cash acquired.

See accompanying notes to consolidated financial statements.

Bank of America Corporation and Subsidiaries

Consolidated Statement of Changes in Shareholders' Equity

<TABLE>
<CAPTION>

(Dollars in millions, shares in thousands)	Preferred Stock	Common Stock Shares	Common Stock Amount	Retained Earnings
<S>	<C>	<C>	<C>	<C>
Balance, December 31, 1996	$ 2,413	1,602,764	$ 11,419	$24,071
Net income				6,542
Other comprehensive income, net of tax				
Comprehensive income				
Cash dividends:				
Common				(2,064)
Preferred				(111)
Common stock issued under dividend reinvestment and employee plans		47,431	1,888	
Stock issued in acquisitions	82	219,024	10,320	
Common stock repurchased		(150,016)	(8,540)	
Conversion of preferred stock	(86)	3,859	86	
Redemption of preferred stock	(1,701)			
Other		(524)	(33)	
Balance, December 31, 1997	708	1,722,538	15,140	28,438
Net income				5,165
Other comprehensive loss, net of tax				
Comprehensive income				
Cash dividends:				
Common				(2,579)
Preferred				(25)
Common stock issued under dividend reinvestment and employee plans		30,489	1,417	
Stock issued in acquisitions		385	15	
Common stock repurchased		(29,349)	(1,751)	
Conversion of preferred stock	(11)	444	11	
Redemption of preferred stock	(614)			
Other		(23)	5	(1)
Balance, December 31, 1998	83	1,724,484	14,837	30,998
Net income				7,882
Other comprehensive loss, net of tax				
Comprehensive income				
Cash dividends:				
Common				(3,193)
Preferred				(6)
Common stock issued under employee plans		30,501	1,423	
Common stock repurchased		(78,000)	(4,858)	
Conversion of preferred stock	(6)	284	6	
Other		4	263	
Balance, December 31, 1999	$ 77	1,677,273	$ 11,671	$35,681

<CAPTION>

(Dollars in millions, shares in thousands)	Accumulated Other Comprehensive Income (Loss)(1,2)	Other	Total Share-holders' Equity	Comprehensive Income
<S>	<C>	<C>	<C>	<C>

Balance, December 31, 1996	$ 20	$ (130)	$37,793	
Net income			6,542	$ 6,542
Other comprehensive income, net of tax	387		387	387
Comprehensive income				$ 6,929
Cash dividends:				
Common			(2,064)	
Preferred			(111)	
Common stock issued under dividend reinvestment and employee plans		4	1,892	
Stock issued in acquisitions			10,402	
Common stock repurchased			(8,540)	
Conversion of preferred stock				
Redemption of preferred stock			(1,701)	
Other		17	(16)	
Balance, December 31, 1997	407	(109)	44,584	
Net income			5,165	$ 5,165
Other comprehensive loss, net of tax	(255)		(255)	(255)
Comprehensive income				$ 4,910
Cash dividends:				
Common			(2,579)	
Preferred			(25)	
Common stock issued under dividend reinvestment and employee plans		(50)	1,367	
Stock issued in acquisitions			15	
Common stock repurchased			(1,751)	
Conversion of preferred stock				
Redemption of preferred stock			(614)	
Other		27	31	
Balance, December 31, 1998	152	(132)	45,938	
Net income			7,882	$ 7,882
Other comprehensive loss, net of tax	(2,810)		(2,810)	(2,810)
Comprehensive income				$ 5,072
Cash dividends:				
Common			(3,193)	
Preferred			(6)	
Common stock issued under employee plans		(265)	1,158	
Common stock repurchased			(4,858)	
Conversion of preferred stock				
Other		58	321	
Balance, December 31, 1999	$ (2,658)	$ (339)	$44,432	

</TABLE>

(1) Changes in Accumulated Other Comprehensive Income (Loss) include after-tax net unrealized gains (losses) on available-for-sale securities and marketable equity securities of $(2,773), $(242) and $419 and after-tax net unrealized losses on foreign currency translation adjustments of $(37), $(13), and $(32) in 1999, 1998 and 1997, respectively.

(2) Accumulated Other Comprehensive Income (Loss) consists of the after-tax valuation allowance for available-for-sale securities and marketable equity securities of $(2,470), $303 and $545 and foreign currency translation adjustments of $(188), $(151) and $(138) at December 31, 1999, 1998, and 1997, respectively.

See accompanying notes to consolidated financial statements.

Bank of America Corporation and Subsidiaries

Notes to Consolidated Financial Statements

On September 30, 1998, BankAmerica Corporation (BankAmerica) merged (the Merger) with and into Bank of America Corporation (Corporation), formerly NationsBank Corporation (NationsBank). On January 9, 1998, the Corporation completed its merger (the Barnett merger) with Barnett Banks, Inc. (Barnett).

These transactions were accounted for as pooling of interests. The consolidated financial statements have been restated to present the combined results of the Corporation as if the Merger and the Barnett merger had been in effect for all periods presented.

The Corporation is a Delaware corporation, a bank holding company and, effective March 11, 2000, a financial holding company. Through its banking subsidiaries and nonbanking subsidiaries, the Corporation provides a diverse range of financial services and products throughout the U.S. and in selected international markets.

Note One - Summary of Significant Accounting Policies

Principles of Consolidation and Basis of Presentation

The consolidated financial statements include the accounts of the Corporation and its majority-owned subsidiaries. All significant intercompany accounts and transactions have been eliminated. Results of operations of companies purchased are included from the dates of acquisition. Certain prior period amounts have been reclassified to conform to current year classifications. Assets held in an agency or fiduciary capacity are not included in the consolidated financial statements.

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect reported amounts and disclosures. Actual results could differ from those estimates. Significant estimates made by management are discussed in these footnotes as applicable.

On February 27, 1997, the Corporation completed a two-for-one split of its common stock. Accordingly, the consolidated financial statements for all years presented reflect the impact of the stock split.

Cash and Cash Equivalents

Cash on hand, cash items in the process of collection and amounts due from correspondent banks and the Federal Reserve Bank (FRB) are included in cash and cash equivalents.

Securities Purchased Under Agreements To Resell And Securities Sold Under Agreements To Repurchase

Securities purchased under agreements to resell and securities sold under agreements to repurchase are treated as collateralized financing transactions and are recorded at the amounts at which the securities were acquired or sold plus accrued interest. The Corporation's policy is to obtain the use of securities purchased under agreements to resell. The market value of the underlying securities, which collateralize the related receivable on agreements to resell, is monitored, including accrued interest, and additional collateral is requested when deemed appropriate.

Trading Instruments

Instruments utilized in trading activities include securities stated at fair value. Fair value is generally based on quoted market prices. If quoted market prices are not available, fair values are estimated based on dealer quotes, pricing models or quoted prices for instruments with similar characteristics. Realized and unrealized gains and losses are recognized as trading account profits and fees.

Securities

Debt securities are classified based on management's intention on the date of purchase. Debt securities which management has the intent and ability to hold to maturity are classified as held-for-investment and reported at amortized cost. Securities that are bought and held principally for the purpose of resale in the near term are

classified as trading instruments and are stated at fair value. All other debt securities are classified as available-for-sale and carried at fair value with net unrealized gains and losses included in shareholders' equity on an after-tax basis.

Interest and dividends on securities, including amortization of premiums and accretion of discounts, are included in interest income. Realized gains and losses from the sales of securities are determined using the specific identification method.

Marketable equity securities, which are included in other assets, are carried at fair value with net unrealized gains and losses included in shareholders' equity, net of tax. Income on marketable equity securities is included in noninterest income.

Loans and Leases

Loans are reported at their outstanding principal balances net of any unearned income, charge-offs, unamortized deferred fees and costs on originated loans and premiums or discounts on purchased loans. Loan origination fees and certain direct origination costs are deferred and recognized as adjustments to income over the lives of the related loans. Unearned income, discounts and premiums are amortized to income using methods that approximate the interest method.

The Corporation provides equipment financing to its customers through a variety of lease arrangements. Direct financing leases are carried at the aggregate of lease payments receivable plus estimated residual value of the leased property, less unearned income. Leveraged leases, which are a form of financing lease, are carried net of nonrecourse debt. Unearned income on leveraged and direct financing leases is amortized over the lease terms by methods that approximate the interest method.

Allowance for Credit Losses

The allowance for credit losses is available to absorb management's estimate of incurred credit losses in the loan and lease portfolios. Additions to the allowance for credit losses are made by charges to the provision for credit losses. Credit exposures deemed to be uncollectible are charged against the allowance for credit losses. Recoveries of previously charged off amounts are credited to the allowance for credit losses.

The Corporation performs periodic and systematic detailed reviews of its loan and lease portfolios to identify risks inherent in and to assess the overall collectibility of those portfolios. The nature of the process by which the Corporation determines the appropriate allowance for credit losses requires the exercise of considerable judgment. As discussed below, certain homogeneous loan portfolios are evaluated collectively, based on individual loan type, while remaining portfolios are reviewed on an individual loan basis. These detailed reviews, combined with historical loss experience and other factors, result in the identification and quantification of specific allowances for credit losses and loss factors which are used in determining the amount of the allowance and related provision for credit losses. The actual amount of incurred credit losses confirmed may vary from the estimate of incurred losses due to changing economic conditions or changes in industry or geographic concentrations. The Corporation has procedures in place to monitor differences between estimated and actual incurred credit losses, which include detailed periodic assessments by senior management of both individual loans and credit portfolios and the models used to estimate incurred credit losses in those portfolios.

Due to their homogeneous nature, consumer loans and certain smaller business loans and leases, which includes residential mortgages, home equity lines, direct/indirect consumer, consumer finance, bankcard, and foreign consumer loans, are generally evaluated as a group, based on individual loan type. This evaluation is based primarily on historical and current delinquency and loss trends and provides a basis for establishing an appropriate level of allowance for credit losses.

Commercial and commercial real estate loans and leases are generally evaluated individually due to a general lack of uniformity among individual loans within each loan type and business segment. If necessary, an allowance for credit losses is established for individual impaired loans. A loan is considered impaired when, based on current information and events, it is probable that the Corporation will be unable to collect all amounts due, including principal and interest, according to the contractual terms of the agreement. Once a loan has been identified as impaired, management measures impairment in accordance with Statement of Financial Accounting

Standards No. 114, "Accounting by Creditors for Impairment of a Loan" (SFAS 114). Impaired loans are measured based on the present value of payments expected to be received, observable market prices, or for loans that are solely dependent on the collateral for repayment, the estimated fair value of the collateral. If the recorded investment in impaired loans exceeds the measure of estimated fair value, a valuation allowance is established as a component of the allowance for credit losses,

Portions of the allowance for credit losses are assigned to cover the estimated incurred losses in each loan and lease category based on the results of the Corporation's detail review process as described above. Further assignments are made based on general and specific economic conditions, as well as performance trends within specific portfolio segments and individual concentrations of credit, including geographic and industry concentrations. The remaining unassigned portion of the allowance for credit losses, determined separately from the procedures outlined above, addresses certain industry and geographic concentrations, including global economic conditions, thereby minimizing the risk related to the margin of imprecision inherent in the estimation of the assigned allowance for credit losses. Due to the subjectivity involved in the determination of the unassigned portion of the allowance for credit losses, the relationship of the unassigned component to the total allowance for credit losses may fluctuate from period to period. Management evaluates the adequacy of the allowance for credit losses based on the combined total of the assigned and unassigned components.

Nonperforming Loans

Commercial loans and leases that are past due 90 days or more as to principal or interest, or where reasonable doubt exists as to timely collection, including loans that are individually identified as being impaired, are generally classified as nonperforming loans unless well secured and in the process of collection. Loans whose contractual terms have been restructured in a manner which grants a concession to a borrower experiencing financial difficulties are classified as nonperforming until the loan is performing for an adequate period of time under the restructured agreement. Interest accrued but not collected is reversed when a commercial loan is classified as nonperforming. Interest collections on commercial nonperforming loans and leases for which the ultimate collectibility of principal is uncertain are applied as principal reductions. Otherwise, such collections are credited to income when received.

Credit card loans that are 180 days past due are charged off and not classified as nonperforming. Real estate secured consumer loans are classified as nonperforming at 90 days past due. The amount deemed to be uncollectible on real estate secured loans is charged off upon determination. Other consumer loans are charged off at 120 days past due and not classified as nonperforming. Interest accrued but not collected is generally written off along with the principal.

Loans Held for Sale

Loans held for sale include residential mortgage, commercial real estate and other loans and are carried at the lower of aggregate cost or market value. Loans originated with the intent to sell are included in other assets.

Foreclosed Properties

Assets are classified as foreclosed properties and included in other assets upon actual foreclosure or when physical possession of the collateral is taken regardless of whether foreclosure proceedings have taken place.

Foreclosed properties are carried at the lower of the recorded amount of the loan or lease for which the property previously served as collateral, or the fair value of the property less estimated costs to sell. Prior to foreclosure, any write-downs, if necessary, are charged to the allowance for credit losses.

Subsequent to foreclosure, gains or losses on the sale of and losses on the periodic revaluation of foreclosed properties are credited or charged to expense. Net costs of maintaining and operating foreclosed properties are expensed as incurred.

Premises and Equipment

Premises and equipment are stated at cost less accumulated depreciation and amortization. Depreciation and amortization are recognized principally using the straight-line method over the estimated useful lives of the assets.

Derivative-Dealer Positions

Derivative-dealer assets and liabilities represent trading positions including unrealized gains and losses, respectively, on interest rate, foreign exchange, commodity, equity, credit derivative and other derivative contract positions included in the Corporation's trading portfolio. Derivative-dealer positions are reflected at fair value with changes in fair value reflected in trading account profits and fees. Fair values are estimated based on dealer quotes, pricing models or quoted prices for instruments with similar characteristics.

Mortgage Servicing Rights

The total cost of mortgage loans originated for sale or purchased is allocated between the cost of the loans and the mortgage servicing rights (MSR) based on the relative fair values of the loans and the MSR. MSR acquired separately are capitalized at cost. The Corporation capitalized $1.6 billion, $1.5 billion and $749 million of MSR during 1999, 1998 and 1997, respectively. The cost of the MSR is amortized in proportion to and over the estimated period of net servicing revenues. Amortization was $566 million, $476 million and $303 million during 1999, 1998 and 1997, respectively.

The fair value of capitalized MSR was approximately $4.1 billion and $2.4 billion at December 31, 1999 and 1998, respectively. Total loans serviced approximated $294.6 billion, $249.7 billion and $224.0 billion at December 31, 1999, 1998 and 1997, respectively, including loans serviced on behalf of the Corporation's banking subsidiaries. The predominant characteristics used as the basis for stratifying MSR are loan type and interest rate. The MSR strata are evaluated for impairment by estimating their fair value based on anticipated future net cash flows, taking into consideration prepayment predictions. If the carrying value of the MSR, including the results of risk management activities, exceeds the estimated fair value, a valuation allowance is established for any decline which is viewed to be temporary. Changes to the valuation allowance are charged against or credited to mortgage servicing income and fees. The valuation allowance was $6 million and $180 million at December 31, 1999 and 1998, respectively. To manage risk associated with changes in prepayment rates, the Corporation uses various financial instruments including purchased options and swaps. The notional amounts of such contracts at December 31, 1999 and 1998 were $43.4 billion and $22.4 billion, respectively, and the related unrealized loss was $333 million and unrealized gain was $190 million, respectively.

Goodwill and Other Intangibles

Net assets of companies acquired in purchase transactions are recorded at fair value at the date of acquisition. Identified intangibles are amortized on an accelerated or straight-line basis over the period benefited. Goodwill is amortized on a straight-line basis over a period not to exceed 25 years. The recoverability of goodwill and other intangibles is evaluated if events or circumstances indicate a possible impairment. Such evaluation is based on various analyses, including undiscounted cash flow projections.

Securitizations

The Corporation securitizes, sells and services interests in home equity, installment, commercial and bankcard loans. When the Corporation sells assets in securitizations, it may retain interest only strips, one or more subordinated tranches and, in some cases, a cash reserve account, all of which are considered retained interests in the securitized assets. Gains upon sale of the assets depend, in part, on the Corporation's allocation of the previous carrying amount of the assets to the retained interests. Previous carrying amounts are allocated in proportion to the relative fair values of the assets sold and interests retained.

To obtain fair values, quoted market prices are used, if available. Generally, quoted market prices for retained interests are not available, therefore the Corporation estimates fair values based upon the present value of the associated expected future cash flows. This may require management to estimate credit losses, prepayment speeds, forward yield curves, discount rates and other factors that impact the value of retained interests.

After the securitization, any of these retained interests that can be contractually settled in such a way that the Corporation could not recover substantially all of its recorded investment are adjusted to fair value with the adjustment reflected as an unrealized gain or loss in shareholders' equity. If a decline in the fair value is determined to be unrecoverable, it is expensed.

Income Taxes

There are two components of income tax expense: current and deferred. Current income tax expense approximates taxes to be paid or refunded for the applicable period. Balance sheet amounts of deferred taxes are recognized on the temporary differences between the bases of assets and liabilities as measured by tax laws and their bases as reported in the financial statements. Deferred tax expense or benefit is then recognized for the change in deferred tax liabilities or assets between periods.

Recognition of deferred tax assets is based on management's belief that it is more likely than not that the tax benefit associated with certain temporary differences, tax operating loss carryforwards and tax credits will be realized. A valuation allowance is recorded for those deferred tax items for which it is more likely than not that realization will not occur.

Retirement Benefits

The Corporation has established qualified retirement plans covering full-time, salaried employees and certain part-time employees. Pension expense under these plans is charged to current operations and consists of several components of net pension cost based on various actuarial assumptions regarding future experience under the plans.

In addition, the Corporation and its subsidiaries have established unfunded supplemental benefit plans providing any benefits that could not be paid from a qualified retirement plan because of Internal Revenue Code restrictions and supplemental executive retirement plans for selected officers of the Corporation and its subsidiaries. These plans are nonqualified and, therefore, in general, a participant's or beneficiary's claim to benefits is as a general creditor.

The Corporation and its subsidiaries have established several unfunded postretirement medical benefit plans.

Risk Management Instruments

Risk management instruments are utilized to modify the interest rate characteristics of related assets or liabilities or hedge against fluctuations in interest rates, currency exchange rates or other such exposures as part of the Corporation's asset and liability management process. Instruments must be designated as hedges and must be effective throughout the hedge period. To qualify as hedges, risk management instruments must be linked to specific assets or liabilities or pools of similar assets or liabilities. For risk management instruments that fail to qualify as hedges, the instruments are recorded at market value with changes in market value reflected in trading account profits and fees.

Swaps, principally interest rate, used in the asset and liability management process are accounted for on the accrual basis with revenues or expenses recognized as adjustments to income or expense on the underlying linked assets or liabilities.

Gains and losses associated with interest rate futures and forward contracts used as effective hedges of existing risk positions or anticipated transactions are deferred as an adjustment to the carrying value of the related asset or liability and recognized in income over the remaining term of the related asset or liability.

Risk management instruments used to hedge or modify the interest rate characteristics of debt securities classified as available-for-sale are carried at fair value with unrealized gains or losses deferred as a component of shareholders' equity, net of tax.

To manage interest rate risk, the Corporation also uses interest rate option products, primarily purchased caps and floors. Interest rate caps and floors are agreements where, for a fee, the purchaser obtains the right to receive interest payments when a variable interest rate moves above or below a specified cap or floor rate, respectively. Such instruments are primarily linked to long-term debt, short-term borrowings and pools of similar residential mortgages. The Corporation also purchases options to protect the value of certain assets, principally MSR, against changes in prepayment rates. Option premiums are amortized over the option life on a straight-line basis. Such contracts are designated as hedges, and gains or losses are recorded as adjustments to the carrying value of the MSR, which are then subjected to impairment valuations.

The Corporation also utilizes forward delivery contracts and options to reduce the interest rate risk inherent in mortgage loans held for sale and the commitments made to borrowers for mortgage loans which have not

been funded. These financial instruments are considered in the Corporation's lower of cost or market valuation of its mortgage loans held for sale.

The Corporation has made investments in a number of operations in foreign countries. Certain assets and liabilities of these operations are often denominated in foreign currencies, which exposes the Corporation to foreign currency risks. To qualify for hedge accounting, a foreign exchange contract must reduce risk at the level of the specific transaction. Realized and unrealized gains and losses on instruments that hedge firm commitments are deferred and included in the measurement of the subsequent transaction; however, losses are deferred only to the extent of expected gains on the future commitment. Realized and unrealized gains and losses on instruments that hedge net foreign capital exposure are recorded in shareholders' equity as foreign currency translation adjustments and included in accumulated other comprehensive income (loss).

Risk management instruments generally are not terminated. When terminations do occur, gains or losses are recorded as adjustments to the carrying value of the underlying assets or liabilities and recognized as income or expense over either the remaining expected lives of such underlying assets or liabilities or the remaining life of the instrument. In circumstances where the underlying assets or liabilities are sold, any remaining carrying value adjustments and the cumulative change in value of any open positions are recognized immediately as a component of the gain or loss on disposition of such underlying assets or liabilities. If a forecasted transaction to which a risk management instrument is linked fails to occur, any deferred gain or loss on the instrument is recognized immediately in income.

Earnings Per Common Share

Earnings per common share for all periods presented is computed by dividing net income, reduced by dividends on preferred stock, by the weighted average number of common shares issued and outstanding. Diluted earnings per common share is computed by dividing net income available to common shareholders, adjusted for the effect of assumed conversions, by the weighted average number of common shares issued and outstanding and dilutive potential common shares, which include convertible preferred stock and stock options. Dilutive potential common shares are calculated using the treasury stock method.

Foreign Currency Translation

Assets, liabilities and operations of foreign branches and subsidiaries are recorded based on the functional currency of each entity. For the majority of the foreign operations, the functional currency is the local currency, in which case the assets, liabilities and operations are translated, for consolidation purposes, at current exchange rates from the local currency to the reporting currency, the U.S. dollar. The resulting gains or losses are reported as a component of accumulated other comprehensive income (loss) within shareholders' equity on a net-of-tax basis. When the foreign entity is not a free-standing operation or is in a hyperinflationary economy, the functional currency used to measure the financial statements of a foreign entity is the U.S. dollar. In these instances, the resulting gains and losses are included in income.

Recently Issued Accounting Pronouncements

In 1998, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 133, "Accounting for Derivative Instruments and Hedging Activities" (SFAS 133). This standard requires all derivative instruments to be recognized as either assets or liabilities and measured at their fair values. In addition, SFAS 133 provides special hedge accounting for fair value, cash flow and foreign currency hedges, provided certain criteria are met. Pursuant to Statement of Financial Accounting Standards No. 137, "Accounting for Derivative Instruments and Hedging Activities -- Deferral of Effective Date of Financial Accounting Standards Board Statement No. 133", the Corporation is required to adopt the standard on or before January 1, 2001. Upon adoption, all hedging relationships must be designated and documented pursuant to the provisions of the statement. The Corporation is in the process of evaluating the impact of this statement on its risk management strategies and processes, information systems and financial statements.

In 1999, the Federal Financial Institutions Examination Council issued The Uniform Classification and Account Management Policy (the Policy) which updated and expanded the classification of delinquent retail credits. The Policy provides guidance for banks on the treatment of delinquent open-end and close-end loans. The Corporation is required to implement the Policy by December 31, 2000. The Corporation does not expect the adoption of this Policy to have a material impact on its results of operations or financial condition.

Note Two - Merger-Related Activity

At December 31, 1999, the Corporation operated its banking activities primarily under two charters: Bank of America, National Association (Bank of America, N.A.) and Bank of America, N.A. (USA). On March 31, 1999, NationsBank of Delaware, N.A. merged with and into Bank of America, N.A. (USA), a national association headquartered in Phoenix, Arizona (formerly known as Bank of America National Association), which operates the Corporation's credit card business. On April 1, 1999, the mortgage business of BankAmerica transferred to NationsBanc Mortgage Corporation. On December 1, 1999, NationsBanc Mortgage Corporation merged with and into BA Mortgage, LLC, a Delaware limited liability company and a Bank of America, N.A. subsidiary. On April 8, 1999, the Corporation merged Bank of America Texas, N.A. into NationsBank, N.A. On July 5, 1999, NationsBank, N.A. changed its name to Bank of America, N.A. On July 23, 1999, Bank of America, N.A. merged into Bank of America National Trust and Savings Association (Bank of America NT&SA), and the surviving entity of that merger changed its name to Bank of America, N.A. On December 1, 1999, Bank of America FSB, a federal savings bank formerly headquartered in Portland, Oregon, was converted into a national bank and merged into Bank of America, N.A.

On September 30, 1998, the Corporation completed the Merger. As a result of the Merger, each outstanding share of BankAmerica common stock was converted into 1.1316 shares of the Corporation's common stock, resulting in the net issuance of approximately 779 million shares of the Corporation's common stock to the former BankAmerica shareholders. Each share of NationsBank common stock continued as one share in the combined company's common stock. In addition, approximately 88 million options to purchase the Corporation's common stock were issued to convert stock options granted to certain BankAmerica employees. This transaction was accounted for as a pooling of interests. Under this method of accounting, the recorded assets, liabilities, shareholders' equity, income and expense of NationsBank and BankAmerica have been combined and reflected at their historical amounts. NationsBank's total assets, total deposits and total shareholders' equity on the date of the Merger were approximately $331.9 billion, $166.8 billion and $27.7 billion, respectively. BankAmerica's total assets, total deposits and total shareholders' equity on the date of the Merger amounted to approximately $263.4 billion, $179.0 billion and $19.6 billion, respectively.

In connection with the Merger, the Corporation recorded a $1,325 million pre-tax merger-related charge ($960 million after-tax) in 1998 of which $725 million ($519 million after-tax) and $600 million ($441 million after-tax) were recorded in the third and fourth quarters of 1998, respectively. The total pre-tax charge for 1998 consisted of approximately $740 million primarily of severance, change in control and other employee-related costs, $150 million of conversion and related costs including occupancy and equipment expenses (primarily lease exit costs and the elimination of duplicate facilities and other capitalized assets) and customer communication expenses, $300 million of exit and related costs and $135 million of other merger costs (including legal, investment banking and filing fees).

In 1999, the Corporation also recorded a pre-tax merger-related charge of $525 million ($358 million after-tax) in connection with the Merger of which $200 million ($145 million after-tax) and $325 million ($213 million after-tax) were recorded in the second and fourth quarters of 1999, respectively. The total pre-tax charge for 1999 consisted of approximately $219 million primarily of severance, change in control and other employee-related costs, $187 million of conversion and related costs including occupancy, equipment and customer communication expenses, $128 million of exit and related costs and a $9 million reduction of other merger costs.

Total severance, change in control and other employee-related costs included amounts related to job eliminations of former associates of BankAmerica and NationsBank impacted by the Merger. Through December 31, 1999, approximately 12,600 employees had entered the severance process. Employee-related costs of the Merger were principally in overlapping functions, operations and businesses of the Corporation. Approximately one-third of the employee-related merger costs was attributable to the Corporation's staff and operations areas while the business segments accounted for the remaining employee-related merger costs.

The following tables summarize the activity in the BankAmerica merger-related reserve during 1999 and 1998:

<TABLE>
<CAPTION>

BankAmerica Merger-Related Reserve

(Dollars in millions)	Balance, January 1, 1999	Amount Included in Expense	Cash Payments Applied to Reserve	Noncash Reductions Applied to Reserve	Balance, December 31, 1999
<S>	<C>	<C>	<C>	<C>	<C>
Severance, change in control and other employee-related costs	$487	$ 219	$(588)	$ --	$118
Conversion and related costs	143	187	(62)	(133)	135
Exit and related costs	194	128	(183)	(93)	46
Other merger costs	18	(9)	(8)	--	1
Total	$842	$ 525	$(841)	$(226)	$300

(Dollars in millions)	Balance, January 1, 1998	Amount Included in Expense	Cash Payments Applied to Reserve	Noncash Reductions Applied to Reserve	Balance, December 31, 1998
Severance, change in control and other employee-related costs	$ --	$ 740	$(155)	$ (98)	$487
Conversion and related costs	--	150	(3)	(4)	143
Exit and related costs	--	300	(62)	(44)	194
Other merger costs	--	135	(117)	--	18
Total	$ --	$1,325	$(337)	$(146)	$842

</TABLE>

On January 9, 1998, the Corporation completed the Barnett merger. Barnett's total assets, total deposits and total shareholders' equity on the date of the merger were approximately $46.0 billion, $35.4 billion and $3.4 billion, respectively. As a result of the Barnett merger, each outstanding share of Barnett common stock was converted into 1.1875 shares of the Corporation's common stock, resulting in the net issuance of approximately 233 million common shares to the former Barnett shareholders. In addition, approximately 11 million options to purchase the Corporation's common stock were issued to convert stock options granted to certain Barnett employees. This transaction was also accounted for as a pooling of interests.

In connection with the Barnett merger, the Corporation incurred a pre-tax merger-related charge during the first quarter of 1998 of approximately $900 million ($642 million after-tax), which consisted of approximately $375 million primarily in severance and change in control payments, $300 million of conversion and related costs including occupancy and equipment expenses (primarily lease exit costs and the elimination of duplicate facilities and other capitalized assets), $125 million of exit costs related to contract terminations and $100 million of other merger costs (including legal, investment banking and filing fees). In the second quarter of 1998, the Corporation recognized a $430 million gain resulting from the regulatory required divestitures of certain Barnett branches. At December 31, 1999, substantially all of the Barnett merger-related reserves have been utilized. Through December 31, 1999, approximately 2,400 employees had entered the severance process as a result of the Barnett merger.

As previously disclosed, NationsBank, BankAmerica and Barnett merged in separate transactions accounted for as pooling of interests. The following table summarizes the impact of the BankAmerica and Barnett mergers on the Corporation's net interest income, noninterest income and net income for 1997, the period prior to the respective mergers:

<TABLE>
<CAPTION>

(Dollars in millions)	1997		
	Net Interest Income	Noninterest Income	Net Income
<S>	<C>	<C>	<C>
NationsBank	$ 7,898	$ 5,002	$3,077
BankAmerica	8,669	6,012	3,210
Barnett	1,840	971	255
Total	$18,407	$11,985	$6,542

</TABLE>

The amounts presented above represent results of operations of the previously separate companies and do not reflect reclassifications of certain revenue and expense items which were made to conform to the reporting policies of the Corporation.

On October 1, 1997, the Corporation completed the acquisition of Montgomery Securities, Inc., an investment banking and institutional brokerage firm. The purchase price consisted of $840 million in cash and approximately 5.3 million unregistered shares of the Corporation's common stock for an aggregate amount of approximately $1.1 billion. The Corporation accounted for this acquisition as a purchase.

On October 1, 1997, the Corporation also acquired Robertson, Stephens & Company Group, LLC (Robertson Stephens), an investment banking and investment management firm. The acquisition was accounted for as a purchase. The Corporation sold the investment banking operations of Robertson Stephens on

August 31, 1998 and sold the investment management operations on February 26, 1999.

On January 7, 1997, the Corporation completed the acquisition of Boatmen's Bancshares, Inc. (Boatmen's), headquartered in St. Louis, Missouri, resulting in the issuance of approximately 195 million shares of the Corporation's common stock valued at $9.4 billion on the date of the acquisition and aggregate cash payments of $371 million to Boatmen's shareholders. On the date of the acquisition, Boatmen's total assets and total deposits were approximately $41.2 billion and $32.0 billion, respectively. The Corporation accounted for this acquisition as a purchase.

In 1996, the Corporation completed the initial public offering of 16.1 million shares of Class A Common Stock of BA Merchant Services, Inc. (BAMS), a subsidiary of the Corporation. On December 22, 1998, the Corporation and BAMS signed a definitive merger agreement on which the Corporation agreed to purchase the remaining BAMS outstanding shares of Class A Common Stock it did not own. On April 28, 1999, BAMS became a wholly-owned subsidiary of Bank of America, N.A. and each outstanding share of BAMS common stock other than the shares owned by the Corporation was converted into the right to receive a cash payment equal to $20.50 per share without interest, or $339.2 million.

Note Three - Securities

The amortized cost, gross unrealized gains and losses, and fair value of available-for-sale securities and held-for-investment securities at December 31, 1999, 1998 and 1997 were:

<TABLE>
<CAPTION>

(Dollars in millions)	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
<S>	<C>	<C>	<C>	<C>
Available-for-sale securities				
1999				
U.S. Treasury securities and agency debentures	$ 30,085	$ --	$ 1,800	$ 28,285
Mortgage-backed securities	43,673	21	1,709	41,985
Foreign sovereign securities	4,607	16	256	4,367
Other taxable securities	4,985	--	29	4,956
Total taxable	83,350	37	3,794	79,593
Tax-exempt securities	2,135	21	102	2,054
Total	$ 85,485	$ 58	$ 3,896	$ 81,647
1998				
U.S. Treasury securities and agency debentures	$ 17,355	$ 52	$ 157	$ 17,250
Mortgage-backed securities	51,259	567	36	51,790
Foreign sovereign securities	5,693	25	138	5,580
Other taxable securities	2,293	76	32	2,337
Total taxable	76,600	720	363	76,957
Tax-exempt securities	1,636	68	71	1,633
Total	$ 78,236	$ 788	$ 434	$ 78,590
1997				
U.S. Treasury securities and agency debentures	$ 10,614	$ 268	$ 6	$ 10,876
Mortgage-backed securities	36,256	363	30	36,589
Foreign sovereign securities	10,797	43	96	10,744
Other taxable securities	2,271	13	3	2,281
Total taxable	59,938	687	135	60,490
Tax-exempt securities	1,661	58	--	1,719
Total	$ 61,599	$ 745	$ 135	$ 62,209

(Dollars in millions)	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Held-for-investment securities				
1999				
U.S. Treasury securities and agency debentures	$ 87	$ --	$ --	$ 87
Mortgage-backed securities	106	--	--	106
Foreign sovereign securities	902	--	157	745
Other taxable securities	26	--	2	24
Total taxable	1,121	--	159	962
Tax-exempt securities	301	11	4	308

Total	$ 1,422	$ 11	$ 163	$ 1,270
1998				
U.S. Treasury securities and agency debentures	$ 478	$ 1	$ --	$ 479
Mortgage-backed securities	203	--	--	203
Foreign sovereign securities	914	1	168	747
Other taxable securities	29	2	--	31
Total taxable	1,624	4	168	1,460
Tax-exempt securities	373	20	--	393
Total	$ 1,997	$ 24	$ 168	$ 1,853
1997				
U.S. Treasury securities and agency debentures	$ 516	$ 1	$ 1	$ 516
Mortgage-backed securities	2,408	43	3	2,448
Foreign sovereign securities	1,448	61	39	1,470
Other taxable securities	56	9	4	61
Total taxable	4,428	114	47	4,495
Tax-exempt securities	394	17	1	410
Total	$ 4,822	$ 131	$ 48	$ 4,905

</TABLE>

The expected maturity distribution and yields (computed on a taxable-equivalent basis) of the Corporation's securities portfolio at December 31, 1999 are summarized below. Actual maturities may differ from contractual maturities or maturities shown below since borrowers may have the right to prepay obligations with or without prepayment penalties.

<TABLE>
<CAPTION>

	Due in 1 year or less		Due after 1 through 5 years		Due after 5 through 10 years	
(Dollars in millions)	Amount	Yield	Amount	Yield	Amount	Yield
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Fair value of available-for-sale securities						
U.S. Treasury securities and agency debentures	$114	5.56%	$19,625	5.06%	$ 8,286	5.01%
Mortgage-backed securities	332	6.80	15,086	6.49	21,809	6.17
Foreign sovereign securities	13	4.97	1,876	7.34	310	4.27
Other taxable securities	92	6.74	3,011	9.51	1,499	6.30
Total taxable	551	6.49	39,598	6.05	31,904	5.86
Tax-exempt securities	33	6.83	216	6.93	668	7.29
Total	$584	6.51%	$39,814	6.06%	$32,572	5.88%
Amortized cost of available-for-sale securities	$572		$41,050		$31,890	
Amortized cost of held-for-investment securities						
U.S. Treasury securities and agency debentures	$ 86	5.60%	$ --	--%	$ 1	6.61%
Mortgage-backed securities	31	6.20	15	6.38	60	6.23
Foreign sovereign securities	3	7.49	29	6.66	5	5.95
Other taxable securities	--	--	--	--	--	--
Total taxable	120	5.80	44	6.56	66	6.21
Tax-exempt securities	37	9.28	111	9.42	78	8.41
Total	$157	6.62%	$ 155	8.61%	$ 144	8.24%
Fair value of held-for-investment securities	$147		$ 151		$ 93	

<CAPTION>

	Due after 10 years	Total

(Dollars in millions)	Amount	Yield	Amount	Yield
<S>	<C>	<C>	<C>	<C>
Fair value of available-for-sale securities				
U.S. Treasury securities and agency debentures	$ 260	6.32%	$28,285	5.07%
Mortgage-backed securities	4,758	6.24	41,985	6.29
Foreign sovereign securities	2,168	5.39	4,367	6.14
Other taxable securities	354	7.90	4,956	8.37
Total taxable	7,540	6.08	79,593	5.98
Tax-exempt securities	1,137	8.01	2,054	7.68
Total	$ 8,677	6.33%	$81,647	6.02%
Amortized cost of available-for-sale securities	$11,973		$85,485	
Amortized cost of held-for-investment securities				
U.S. Treasury securities and agency debentures	$ --	--%	$ 87	5.61%
Mortgage-backed securities	--	--	106	6.24
Foreign sovereign securities	865	7.88	902	7.83
Other taxable securities	26	6.62	26	6.62
Total taxable	891	7.84	1,121	7.48
Tax-exempt securities	75	7.38	301	8.63
Total	$ 966	7.35%	$ 1,422	7.73%
Fair value of held-for-investment securities	$ 879		$ 1,270	

</TABLE>

The components of gains and losses on sales of securities for the years ended December 31, 1999, 1998 and 1997 were:

<TABLE>
<CAPTION>

(Dollars in millions)	1999	1998	1997
<S>	<C>	<C>	<C>
Gross gains on sales of securities	$289	$1,039	$289
Gross losses on sales of securities	49	22	18
Net gains on sales of securities	$240	$1,017	$271

</TABLE>

During 1999 and 1997, the Corporation did not sell any held-for-investment securities. In 1998, the Corporation sold $19.5 million of held-for-investment securities, resulting in net gains of approximately $2.0 million included above. The sale resulted from a realignment of the securities portfolio in connection with the Barnett merger.

Excluding securities issued by the U.S. government and its agencies and corporations, there were no investments in securities from one issuer that exceeded 10 percent of consolidated shareholders' equity at December 31, 1999 or 1998.

The income tax expense attributable to realized net gains on securities sales was $84 million, $363 million and $101 million in 1999, 1998 and 1997, respectively.

Securities are pledged or assigned to secure borrowed funds, government and trust deposits and for other purposes. The carrying value of pledged securities was $65.8 billion and $65.6 billion at December 31, 1999 and 1998, respectively.

At December 31, 1999, the valuation allowance for available-for-sale securities and marketable equity securities included in shareholders' equity reflects unrealized losses of $2.5 billion, net of related income taxes of

$1.1 billion, primarily reflecting $3.8 billion of pre-tax net unrealized losses on available-for-sale securities and $248 million of pre-tax net unrealized gains on marketable equity securities. At December 31, 1998, the valuation allowance included in shareholders' equity reflects unrealized gains of $303 million, net of related income taxes of $216 million, primarily reflecting pre-tax unrealized gains of $354 million on available-for-sale securities and $165 million on marketable equity securities. The change in the valuation allowance was primarily attributable to an upward shift in certain segments of the U.S. Treasury yield curve during 1999.

Note Four - Trading Activities

Trading-Related Income

Trading account profits and fees represent the net amount earned from the Corporation's trading positions, including trading account assets and liabilities as well as derivative-dealer positions. These transactions include positions to meet customer demand and positions for the Corporation's own trading account. Trading positions are taken in a diverse range of financial instruments and markets. The profitability of these trading positions is largely dependent on the volume and type of transactions, the level of risk assumed, and the volatility of price and rate movements. Trading account profits and fees, as reported in the Corporation's consolidated statement of income, includes neither the net interest recognized on interest-earning and interest-bearing trading positions, nor the related funding. Trading account profits and fees, as well as trading-related net interest income ("trading-related revenue") are presented in the table below as they are both considered in evaluating the overall profitability of the Corporation's trading positions. Trading-related revenue is derived from foreign exchange spot, forward and cross-currency contracts, debt and equity securities and derivative contracts in interest rates, equities, credit and commodities.

<TABLE>
<CAPTION>

(Dollars in millions)	1999	1998
<S>	<C>	<C>
Trading account profits and fees - as reported	$1,495	$ 171
Net interest income	662	608
Total trading-related revenue	$2,157	$ 779
Trading-related revenue by product		
Foreign exchange contracts	$ 570	$ 617
Interest rate contracts	533	172
Fixed income	499	(256)
Equities	503	184
Commodities and other	52	62
Total trading-related revenue	$2,157	$ 779

</TABLE>

Trading Account Assets and Liabilities

The fair value of the components of trading account assets and liabilities at December 31, 1999 and 1998 and the average fair value for the years ended December 31, 1999 and 1998 were:

<TABLE>
<CAPTION>

	Fair Value		Average Fair Value	
(Dollars in millions)	1999	1998	1999	1998
<S>	<C>	<C>	<C>	<C>
Trading account assets				
U.S. Treasury securities	$ 6,793	$ 7,854	$ 6,492	$ 9,802
Securities of other U.S. Government agencies and corporations	3,554	524	1,589	841
Certificates of deposit, bankers' acceptances and commercial paper	3,039	2,723	2,637	2,746
Corporate debt	2,993	1,666	2,246	2,428
Foreign sovereign debt	9,532	11,774	11,070	13,241
Mortgage-backed securities	6,748	7,489	8,039	4,802
Equity securities	2,856	4,476	4,599	1,970
Other securities	2,945	3,096	2,534	3,944
Total	$38,460	$39,602	$39,206	$39,774
Trading account liabilities				
U.S. Treasury securities	$ 8,414	$ 8,534	$ 5,761	$ 8,538
Corporate debt	--	82	--	833

Foreign sovereign debt	3,490	3,166	2,679	3,192
Equity securities	7,840	1,481	5,710	459
Other securities	1,214	907	1,308	4,450
Total	$20,958	$14,170	$15,458	$17,472

</TABLE>

The net change in the valuation allowance for unrealized gains or losses related to trading account assets held at December 31, 1999 and 1998 was included in the income statement as trading account profits and fees and amounted to gains of $2.6 billion and $1.7 billion for 1999 and 1998, respectively.

See Note Eleven on page 79 for additional information on derivative-dealer positions, including credit risk.

Note Five - Loans and Leases

Loans and leases at December 31, 1999 and 1998 were:

<TABLE>
<CAPTION>

(Dollars in millions)	1999 Amount	1999 Percent	1998 Amount	1998 Percent
Commercial - domestic	$143,450	38.7%	$137,422	38.5%
Commercial - foreign	27,978	7.5	31,495	8.8
Commercial real estate - domestic	24,026	6.5	26,912	7.5
Commercial real estate - foreign	325	.1	301	.1
Total commercial	195,779	52.8	196,130	54.9
Residential mortgage	81,860	22.1	73,608	20.6
Home equity lines	17,273	4.7	15,653	4.4
Direct/Indirect consumer	42,161	11.4	40,510	11.3
Consumer finance	22,326	6.0	15,400	4.3
Bankcard	9,019	2.4	12,425	3.5
Foreign consumer	2,244	.6	3,602	1.0
Total consumer	174,883	47.2	161,198	45.1
Total loans and leases	$370,662	100.0%	$357,328	100.0%

</TABLE>

The following table presents the recorded investment in specific loans that were considered individually impaired in accordance with SFAS 114 at December 31, 1999 and 1998:

<TABLE>
<CAPTION>

(Dollars in millions)	1999	1998
Commercial - domestic	$1,133	$ 796
Commercial - foreign	503	314
Commercial real estate - domestic	449	554
Total impaired loans	$2,085	$1,664

</TABLE>

The average recorded investment in certain impaired loans for the years ended December 31, 1999, 1998 and 1997 was approximately $2.0 billion, $1.6 billion and $1.4 billion, respectively. At December 31, 1999 and 1998, the recorded investment on impaired loans requiring an allowance for credit losses was $1.1 billion and $876 million, and the related allowance for credit losses was $370 million and $326 million, respectively. For the years ended December 31, 1999, 1998 and 1997, interest income recognized on impaired loans totaled $84 million, $50 million and $80 million, respectively, all of which was recognized on a cash basis.

At December 31, 1999, 1998 and 1997, nonperforming loans, including certain loans which were considered impaired, totaled $3.0 billion, $2.5 billion and $2.1 billion, respectively. The net amount of interest recorded during each year on loans that were classified as nonperforming or restructured at December 31, 1999, 1998 and 1997 was $123 million in 1999 and $130 million in both 1998 and 1997. If these loans had been accruing interest at their originally contracted rates, related income would have been $419 million, $367 million and $349 million in 1999, 1998 and 1997, respectively.

Foreclosed properties amounted to $163 million, $282 million and $309 million at December 31, 1999, 1998 and 1997, respectively. The cost of carrying foreclosed properties amounted to $13 million, $16 million and $26 million in 1999, 1998 and 1997, respectively.

Note Six - Allowance for Credit Losses

The table below summarizes the changes in the allowance for credit losses on loans and leases for 1999, 1998 and 1997:

<TABLE>
<CAPTION>

(Dollars in millions)	1999	1998	1997
Balance, January 1	$ 7,122	$ 6,778	$ 6,316
Loans and leases charged off	(2,582)	(3,050)	(2,603)
Recoveries of loans and leases previously charged off	582	583	751
Net charge-offs	(2,000)	(2,467)	(1,852)
Provision for credit losses	1,820	2,920	1,904
Other, net	(114)	(109)	410
Balance, December 31	$ 6,828	$ 7,122	$ 6,778

</TABLE>

Note Seven - Deposits

At December 31, 1999, the Corporation had domestic certificates of deposit of $100 thousand or greater totaling $32.7 billion compared to $27.3 billion at December 31, 1998. The Corporation had $19.6 billion of domestic certificates of deposit maturing within three months, $5.5 billion maturing within three to six months, $4.0 billion maturing within six to twelve months and $3.6 billion maturing after twelve months at December 31, 1999. The Corporation had other domestic time deposits of $100 thousand or greater totaling $843 million and $887 million at December 31, 1999 and 1998, respectively. At December 31, 1999, the Corporation had $197 million of other domestic time deposits maturing within three months, $103 million maturing within three to six months, $116 million maturing within six to twelve months and $427 million maturing after twelve months. Foreign office certificates of deposit and other time deposits of $100 thousand or greater totaled $43.3 billion and $40.8 billion at December 31, 1999 and 1998, respectively.

At December 31, 1999, the scheduled maturities for time deposits were as follows:

<TABLE>
<CAPTION>

(Dollars in millions)	
Due in 2000	$111,342
Due in 2001	9,361
Due in 2002	3,636
Due in 2003	933
Due in 2004	934
Thereafter	2,020
Total	$128,226

</TABLE>

Note Eight - Short-Term Borrowings and Long-Term Debt

The contractual maturities of long-term debt at December 31, 1999 and 1998 were:

<TABLE>

<CAPTION>

(Dollars in millions)	1999 Various Fixed-Rate Debt Obligations(1)	1999 Various Floating-Rate Debt Obligations(1)	1999 Amount Outstanding	1998 Amount Outstanding
<S>	<C>	<C>	<C>	<C>
Parent company				
Senior debt:				
Due in 1999	$ --	$ --	$ --	$ 2,628
Due in 2000	488	1,725	2,213	2,213
Due in 2001	671	3,430	4,101	4,001
Due in 2002	130	2,932	3,062	2,285
Due in 2003	499	2,073	2,572	2,578
Due in 2004	--	3,822	3,822	1,290
Thereafter	320	4,344	4,664	2,775
	2,108	18,326	20,434	17,770
Subordinated debt:				
Due in 1999	--	--	--	680
Due in 2000	411	--	411	411
Due in 2001	1,312	30	1,342	1,342
Due in 2002	2,199	26	2,225	2,225
Due in 2003	1,711	323	2,034	2,034
Due in 2004	800	--	800	1,000
Thereafter	5,146	3,470	8,616	8,249
	11,579	3,849	15,428	15,941
Total parent company long-term debt	13,687	22,175	35,862	33,711
Bank and other subsidiaries				
Senior debt:				
Due in 1999	--	--	--	4,011
Due in 2000	47	7,627	7,674	4,558
Due in 2001	48	3,919	3,967	1,297
Due in 2002	96	2,200	2,296	393
Due in 2003	498	253	751	702
Due in 2004	833	3,140	3,973	11
Thereafter	106	94	200	166
	1,628	17,233	18,861	11,138
Subordinated debt:				
Due in 1999	--	--	--	--

Due in 2000	--	--	--	--
Due in 2001	200	--	200	227
Due in 2002	--	--	--	--
Due in 2003	100	--	100	104
Due in 2004	300	--	300	300
Thereafter	--	8	8	8
	600	8	608	639
Total bank and other subsidiaries long-term debt	2,228	17,241	19,469	11,777
Total parent company, bank and other subsidiaries long-term debt	$15,915	$39,416	55,331	45,488
Notes payable to finance the purchase of leased vehicles			54	279
Obligations under capital leases			101	121
Total long-term debt			$55,486	$45,888

</TABLE>

(1) Fixed-rate and floating-rate classifications of long-term debt include the effect of interest rate swap contracts.

The majority of the floating rates are based on three- and six-month London InterBank Offered Rates (LIBOR). At December 31, 1999, the interest rates on floating-rate long-term debt, as classified in the table on the previous page, ranged from 5.38 percent to 8.12 percent compared to 4.75 percent to 7.07 percent at December 31, 1998. These obligations were denominated primarily in U.S. dollars. The interest rates on fixed-rate long-term debt ranged from 4.50 percent to 12.50 percent at December 31, 1999 and 1998.

In 1999, all commercial paper back-up lines of credit expired or were terminated at the option of the Corporation. At December 31, 1998, the Corporation had commercial paper back-up lines of credit totaling $2.7 billion, of which there were no amounts outstanding.

The Corporation had the authority to issue approximately $19.3 billion and $9.4 billion of corporate debt and other securities under its existing shelf registration statements at December 31, 1999 and 1998, respectively.

The Corporation and Bank of America, N.A. maintain a joint Euro medium-term note program to offer up to $15.0 billion of senior, or in the case of the Corporation, subordinated notes exclusively to non-United States residents. The notes bear interest at fixed- or floating-rates and may be denominated in U.S. dollars or foreign currencies. The Corporation uses foreign currency contracts to convert certain foreign-denominated debt into U.S. dollars. The Corporation's notes outstanding under this program totaled $4.5 billion and $3.7 billion at December 31, 1999 and 1998, respectively. At December 31, 1999 and 1998, $3.3 billion and $3.5 billion, respectively, of notes were outstanding under the former BankAmerica Euro medium-term note program, which was terminated in connection with the Merger.

Bank of America, N.A. maintains a program to offer up to $35.0 billion of bank notes from time to time with fixed- or floating-rates and maturities ranging from seven days or more from date of issue. Bank of America N.A.'s long-term debt under the current and former programs totaled $10.1 billion and $7.9 billion at December 31, 1999 and 1998, respectively. At December 31, 1999, short-term bank notes outstanding totaled $15.2 billion. At December 31, 1998, short-term bank notes outstanding under current and former programs totaled $14.7 billion. These short-term bank notes, along with Treasury tax and loan notes and term federal funds purchased are reflected in other short-term borrowings in the consolidated balance sheet.

Through a limited purpose subsidiary, the Corporation had $4.0 billion and $2.5 billion of mortgage-backed bonds outstanding at December 31, 1999 and 1998, respectively. These bonds were collateralized by $6.8 billion and $4.0 billion of mortgage loans and cash at December 31, 1999 and 1998, respectively.

As part of its interest rate risk management activities, the Corporation enters into interest rate contracts for certain long-term debt issuances. At December 31, 1999 and 1998, through the use of interest rate swaps, $13.3 billion and $8.8 billion of fixed-rate debt with rates ranging primarily from 5.30 percent to 8.57 percent, had been effectively converted to floating rates primarily at spreads to LIBOR.

Through the use of interest rate options, the Corporation has the right to purchase interest rate caps to hedge its risk on floating-rate debt against a rise in interest rates. At December 31, 1999, the interest rate options had a notional amount of approximately $1.6 billion compared to $3.4 billion at December 31, 1998. In addition, the Corporation entered into other interest rate contracts, primarily futures, with notional amounts of approximately $802 million at December 31, 1998, to reduce its interest rate risk by shortening the repricing profile on floating-rate debt that reprices within one year. There were no such other interest rate contracts at December 31, 1999.

Including the effects of interest rate contracts for certain long-term debt issuances, the weighted average effective interest rates for total long-term debt, total fixed-rate debt and total floating-rate debt (based on the rates in effect at December 31, 1999) were 6.60 percent, 7.54 percent and 6.23 percent, respectively, at December 31, 1999 and (based on the rates in effect at December 31, 1998) were 6.11 percent, 7.73 percent, and 5.24 percent, respectively, at December 31, 1998. These obligations were denominated primarily in U.S. dollars.

As described below, certain debt obligations outstanding at December 31, 1999 may be redeemed prior to maturity at the option of the Corporation:

<TABLE>
<CAPTION>

Year Redeemable	Year of Maturities	Amount Outstanding (Dollars in millions)
<S>	<C>	<C>
Currently Redeemable	2001 - 2027	$ 765
2000	2001 - 2011	1,593
2001 - 2002	2003 - 2028	1,530
2003 - 2008	2005 - 2028	675

</TABLE>

Note Nine - Trust Preferred Securities

Trust preferred securities are Corporation obligated mandatorily redeemable preferred securities of subsidiary trusts holding solely junior subordinated deferrable interest notes of the Corporation.

Since October 1996, the Corporation has formed thirteen wholly-owned grantor trusts to issue trust preferred securities to the public. The grantor trusts have invested the proceeds of such trust preferred securities in junior subordinated notes of the Corporation. Certain of the trust preferred securities were issued at a discount. Such trust preferred securities may be redeemed prior to maturity at the option of the Corporation. The sole assets of each of the grantor trusts are the Junior Subordinated Deferrable Interest Notes of the Corporation (the Notes) held by such grantor trusts. Each issue of the Notes has an interest rate equal to the corresponding trust preferred securities distribution rate. The Corporation has the right to defer payment of interest on the Notes at any time or from time to time for a period not exceeding five years provided that no extension period may extend beyond the stated maturity of the relevant Notes. During any such extension period, distributions on the trust preferred securities will also be deferred and the Corporation's ability to pay dividends on its common and preferred stock will be restricted.

The trust preferred securities are subject to mandatory redemption upon repayment of the related Notes at their stated maturity dates or their earlier redemption at a redemption price equal to their liquidation amount plus accrued distributions to the date fixed for redemption and the premium, if any, paid by the Corporation upon concurrent repayment of the related Notes.

Payment of periodic cash distributions and payment upon liquidation or redemption with respect to trust preferred securities are guaranteed by the

Corporation to the extent of funds held by the grantor trusts (the Preferred Securities Guarantee). The Preferred Securities Guarantee, when taken together with the Corporation's other obligations, including its obligations under the Notes, will constitute a full and unconditional guarantee, on a subordinated basis, by the Corporation of payments due on the trust preferred securities.

The Corporation is required by the FRB to maintain certain levels of capital for bank regulatory purposes. The FRB has determined that certain cumulative preferred securities having the characteristics of trust preferred securities qualify as minority interest, which is included in Tier 1 capital for bank holding companies. Such Tier 1 capital treatment provides the Corporation with a more cost-effective means of obtaining capital for bank regulatory purposes than if the Corporation were to issue preferred stock.

The following table is a summary of the outstanding trust preferred securities and the Notes at December 31, 1999 and 1998:

<TABLE>
<CAPTION>

(Dollars in millions)	Issuance Date	Aggregate Principal Amount of Trust Preferred Securities December 31, 1999 and 1998	Aggregate Principal Amount of the Notes
<S>	<C>	<C>	<C>
NationsBank			
Capital Trust I	December 1996	$ 600	$ 619
Capital Trust II	December 1996	365	376
Capital Trust III	February 1997	500	516
Capital Trust IV	April 1997	500	516
BankAmerica			
Institutional Capital A	November 1996	450	464
Institutional Capital B	November 1996	300	309
Capital I	December 1996	300	309
Capital II	December 1996	450	464
Capital III	January 1997	400	412
Capital IV	February 1998	350	361
Barnett			
Capital I	November 1996	300	309
Capital II	December 1996	200	206
Capital III	January 1997	250	258
Total		$ 4,965(13)	$5,119

<CAPTION>

(Dollars in millions)	Stated Maturity of the Notes	Per Annum Interest Rate of the Notes	Interest Payment Dates	Redemption Period
<S>	<C>	<C>	<C>	<C>
NationsBank				
Capital Trust I	December 2026	7.84%	3/31,6/30, 9/30,12/31	On or after 12/31/01(1)
Capital Trust II	December 2026	7.83	6/15,12/15	On or after 12/15/06(2,4)
Capital Trust III	January 2027	3-mo. LIBOR +55 bps	1/15,4/15, 7/15,10/15	On or after 1/15/07(2)
Capital Trust IV	April 2027	8.25	4/15,10/15	On or after 4/15/07(2,6)
BankAmerica				
Institutional Capital A	December 2026	8.07	6/30,12/31	On or after 12/31/06(3,7)
Institutional Capital B	December 2026	7.70	6/30,12/31	On or after 12/31/06(3,8)
Capital I	December 2026(9)	7.75	3/31,6/30, 9/30,12/31	On or after 12/20/01(5)
Capital II	December 2026	8.00	6/15,12/15	On or after 12/15/06(3,10)
Capital III	January 2027	3-mo. LIBOR +57 bps	1/15,4/15, 7/15,10/15	On or after 1/15/02(3)
Capital IV	March 2028	7.00	3/31,6/30, 9/30,12/31	On or after 2/24/03(3)
Barnett				

Capital I	December 2026	8.06	6/1,12/1	On or after 12/1/06(2,11)
Capital II	December 2026	7.95	6/1,12/1	On or after 12/1/06(2,12)
Capital III	February 2027	3-mo. LIBOR +62.5 bps	2/1,5/1, 8/1,11/1	On or after 2/1/07(2)
Total				

</TABLE>

(1) The Corporation may redeem the Notes prior to the indicated redemption period upon the occurrence of certain events relating to tax treatment of the related trust or the Notes, at a redemption price at least equal to the principal amount of the Notes.
(2) The Corporation may redeem the Notes prior to the indicated redemption period upon the occurrence of certain events relating to tax treatment of the related trust or the Notes or relating to capital treatment of the trust preferred securities or relating to a change in the treatment of the related trust under the Investment Company Act of 1940, as amended, at a redemption price at least equal to the principal amount of the Notes.
(3) The Corporation may redeem the Notes prior to the indicated redemption period upon the occurrence of certain events relating to tax treatment of the related trust or the Notes or relating to capital treatment of the trust preferred securities at a redemption price at least equal to the principal amount of the Notes.
(4) The Notes may be redeemed on or after December 15, 2006 and prior to December 15, 2007 at 103.915% of the principal amount, and thereafter at prices declining to 100% on December 15, 2016 and thereafter.
(5) The Corporation may redeem the Notes (i) during the indicated redemption period or (ii) upon the occurrence of certain events relating to tax treatment of the trust or the Notes or relating to capital treatment of the trust preferred securities, prior to the indicated redemption period, in each case, at a redemption price of 100% of the principal amount.
(6) The Notes may be redeemed on or after April 15, 2007 and prior to April 14, 2008 at 103.85% of the principal amount, and thereafter at prices declining to 100% on April 15, 2017 and thereafter.
(7) The Notes may be redeemed on or after December 31, 2006 and prior to December 31, 2007 at 104.0350% of the principal amount, and thereafter at prices declining to 100% on December 31, 2016 and thereafter.
(8) The Notes may be redeemed on or after December 31, 2006 and prior to December 31, 2007 at 103.7785% of the principal amount, and thereafter at prices declining to 100% on December 31, 2016 and thereafter.
(9) At the option of the Corporation, the stated maturity may be shortened to a date not earlier than December 20, 2001 or extended to a date not later than December 31, 2045, in each case if certain conditions are met.
(10) The Notes may be redeemed on or after December 15, 2006 and prior to December 15, 2007 at 103.9690% of the principal amount, and thereafter at prices declining to 100% on December 15, 2016 and thereafter.
(11) The Notes may be redeemed on or after December 1, 2006 and prior to December 1, 2007 at 104.030% of the principal amount, and thereafter at prices declining to 100% on December 1, 2016 and thereafter.
(12) The Notes may be redeemed on or after December 1, 2006 and prior to December 1, 2007 at 103.975% of the principal amount, and thereafter at prices declining to 100% on December 1, 2016 and thereafter.
(13) Excludes $10 and $11 of deferred issuance costs and unamortized discount at December 31, 1999 and 1998, respectively.

Note Ten - Shareholders' Equity and Earnings Per Common Share

On June 23, 1999 the Corporation's Board of Directors authorized the repurchase of up to 130 million shares of the Corporation's common stock at an aggregate cost of up to $10.0 billion. In 1999, the Corporation repurchased 78 million shares of its common stock in open market repurchases and under accelerated share repurchase programs at an average per-share price of $62.28, which reduced shareholders' equity by $4.9 billion. The remaining buyback authority for common stock under the current program totaled $5.1 billion or 52 million shares at December 31, 1999. In 1998 and 1997, the Corporation also repurchased 29 million shares and 150 million shares, respectively, of common stock under various stock repurchase programs.

In October 1999, the Board of Directors of the Corporation raised the common dividend for the fourth quarter of 1999 by 11 percent to $0.50 per share from $0.45 per share.

Other shareholders' equity consisted of restricted stock award plan deferred compensation of $340 million and $74 million, as well as a loan to the ESOP trust of $47 million and $58 million at December 31, 1999 and 1998, respectively. At December 31, 1999, other shareholders' equity reflected $48 million of premiums received on written put options.

On June 29, 1998, BankAmerica redeemed all of its remaining outstanding nonconvertible preferred shares. The Corporation's Preferred Stock at December

31, 1997, included BankAmerica's outstanding preferred stock of $614 million. These preferred shares were nonvoting except in certain limited circumstances. The shares were redeemable at the option of BankAmerica during the redemption period and at the redemption price per share plus accrued and unpaid dividends to the redemption date. During 1997, BankAmerica redeemed a portion of its preferred shares for an aggregate of $1.6 billion.

In April 1988, BankAmerica declared a dividend of one preferred share purchase right (a Right) for each outstanding share of BankAmerica's common stock pursuant to the Rights Agreement dated April 11, 1988 between BankAmerica and Manufacturers Hanover Trust Company of California, as rights agent (the Rights Agreement). Each Right entitled the holder, upon the occurrence of certain events, to buy from BankAmerica, until the earlier of April 22, 1998 or the redemption of the Rights, one two-hundredth of a share of Cumulative Participating Preferred Stock, Series E, at an exercise price of $25.00 per Right (subject to adjustment). On April 22, 1998, the Rights Agreement expired in accordance with its terms.

As of December 31, 1999, the Corporation had 1.8 million shares issued and outstanding of employee stock ownership plan (ESOP) Convertible Preferred Stock, Series C (ESOP Preferred Stock). The ESOP Preferred Stock has a stated and liquidation value of $42.50 per share, provides for an annual cumulative dividend of $3.30 per share and each share is convertible into 1.68 shares of the Corporation's common stock. ESOP Preferred Stock in the amounts of $6 million, $11 million and $86 million was converted into the Corporation's common stock in 1999, 1998 and 1997, respectively.

In November 1989, Barnett incorporated ESOP provisions into its existing 401(k) employee benefit plan (Barnett ESOP). The Barnett ESOP acquired $141 million of common stock using the proceeds of a loan from the Corporation. The terms of the loan include equal monthly payments of principal and interest through September 2015. Interest is at 9.75 percent and prepayments of principal are allowed. The loan is generally being repaid from contributions to the plan by the Corporation and dividends on unallocated shares held by the Barnett ESOP. Shares held by the Barnett ESOP are allocated to plan participants as the loan is repaid. At December 31, 1999, 2.4 million shares of unallocated common stock remained in the Barnett ESOP. During 1999, 1998 and 1997, the Barnett ESOP released and allocated common stock amounting to $15 million, $6 million and $8 million, respectively.

As consideration in the merger of NationsBank, N.A. (South) and NationsBank, N.A. during 1997, NationsBank, N.A. exchanged approximately $73 million for preferred stock issued by NationsBank, N.A. (South) in the 1996 acquisition of Citizens Federal Bank, a federal savings bank. Such preferred stock consisted of approximately 0.5 million shares of NationsBank, N.A. (South) 8.50% Series H Noncumulative Preferred Stock and approximately 2.4 million shares of NationsBank, N.A. (South) 8.75% Series 1993A Noncumulative Preferred Stock.

Earnings per common share is computed by dividing net income available to common shareholders by the weighted average common shares issued and outstanding. For diluted earnings per common share, net income available to common shareholders can be affected by the conversion of the registrant's convertible preferred

stock. Where the effect of this conversion would have been dilutive, net income available to common shareholders is adjusted by the associated preferred dividends. This adjusted net income is divided by the weighted average number of common shares issued and outstanding for each period plus amounts representing the dilutive effect of stock options outstanding and the dilution resulting from the conversion of the registrant's convertible preferred stock, if applicable. The effect of convertible preferred stock is excluded from the computation of diluted earnings per common share in periods in which the effect would be antidilutive.

The calculation of earnings per common share and diluted earnings per common share for 1999, 1998 and 1997 is presented below:

<TABLE>
<CAPTION>

(Shares in thousands; dollars in millions, except per share information)	1999	1998	1997
Earnings per common share			
Net income	$ 7,882	$ 5,165	$ 6,542
Preferred stock dividends	(6)	(25)	(111)

Net income available to common shareholders	$ 7,876	$ 5,140	$ 6,431
Average common shares issued and outstanding	1,726,006	1,732,057	1,733,194
Earnings per common share	$ 4.56	$ 2.97	$ 3.71
Diluted earnings per common share			
Net income available to common shareholders	$ 7,876	$ 5,140	$ 6,431
Preferred stock dividends	6	25	111
Preferred stock dividends on nonconvertible stock	--	(19)	(104)
Effect of assumed conversions	6	6	7
Net income available to common shareholders and assumed conversions	$ 7,882	$ 5,146	$ 6,438
Average common shares issued and outstanding	1,726,006	1,732,057	1,733,194
Incremental shares from assumed conversions:			
Convertible preferred stock	3,006	3,290	3,736
Stock options	31,046	40,413	45,242
Dilutive potential common shares	34,052	43,703	48,978
Total dilutive average common shares issued and outstanding	1,760,058	1,775,760	1,782,172
Diluted earnings per common share	$ 4.48	$ 2.90	$ 3.61

</TABLE>

Note Eleven - Commitments and Contingencies

In the normal course of business, the Corporation enters into a number of off-balance sheet commitments. These commitments expose the Corporation to varying degrees of credit and market risk and are subject to the same credit and risk limitation reviews as those recorded on the balance sheet.

Credit Extension Commitments

The Corporation enters into commitments to extend credit, standby letters of credit (SBLC) and commercial letters of credit to meet the financing needs of its customers. The commitments shown below have been reduced by amounts collateralized by cash and amounts participated to other financial institutions. The following summarizes outstanding commitments to extend credit at December 31, 1999 and 1998:

<TABLE>
<CAPTION>

(Dollars in millions)	1999	1998
<S>	<C>	<C>
Credit card commitments	$ 67,394	$ 67,018
Other loan commitments	246,827	234,453

Standby letters of credit and financial guarantees	32,993	33,311
Commercial letters of credit	3,690	3,035

</TABLE>

Commitments to extend credit are legally binding, generally have specified rates and maturities and are for specified purposes. The Corporation manages the credit risk on these commitments by subjecting these commitments to normal credit approval and monitoring processes and protecting against deterioration in the borrowers' ability to pay through adverse-change clauses which require borrowers to maintain various credit and liquidity measures. At December 31, 1999 and 1998, there were no unfunded commitments to any industry or country greater than 10 percent of total unfunded commitments to lend. Credit card lines are unsecured commitments, which are reviewed at least annually by management. Upon evaluation of the customers' creditworthiness, the Corporation has the right to terminate or change the terms of the credit card lines. Of the December 31, 1999 other loan commitments, $94.1 billion is scheduled to expire in less than one year, $105.2 billion in one to five years and $47.5 billion after five years.

SBLC and financial guarantees are issued to support the debt obligations of customers. If an SBLC or financial guarantee is drawn upon, the Corporation looks to its customer for payment. SBLCs and financial guarantees are subject to the same approval and collateral policies as other extensions of credit. At December 31, 1999, substantially all of the SBLCs and financial guarantees are scheduled to expire in less than one year.

Commercial letters of credit, issued primarily to facilitate customer trade finance activities, are collateralized by the underlying goods being shipped by the customer and are generally short-term.

For each of these types of instruments, the Corporation's maximum exposure to credit loss is represented by the contractual amount of these instruments. Many of the commitments are collateralized or are expected to expire without being drawn upon; therefore, the total commitment amounts do not necessarily represent risk of loss or future cash requirements.

Derivatives

Derivatives utilized by the Corporation include swaps, financial futures and forward settlement contracts and option contracts. A swap agreement is a contract between two parties to exchange cash flows based on specified underlying notional amounts, assets and/or indices. Financial futures and forward settlement contracts are agreements to buy or sell a quantity of a financial instrument, index, currency or commodity at a predetermined future date and rate or price. An option contract is an agreement that conveys to the purchaser the right, but not the obligation, to buy or sell a quantity of a financial instrument, index, currency or commodity at a predetermined rate or price at a time or during a period in the future. These option agreements can be transacted on organized exchanges or directly between parties.

Credit Risk Associated with Derivative Activities

Credit risk associated with derivatives is measured as the net replacement cost should the counterparties with contracts in a gain position to the Corporation completely fail to perform under the terms of those contracts and any collateral underlying the contracts proves to be of no value. In managing derivatives credit risk, both

the current exposure, which is the replacement cost of contracts on the measurement date, as well as an estimate of the potential change in value of contracts over their remaining lives are considered. In managing credit risk associated with its derivative activities, the Corporation deals primarily with U.S. and foreign commercial banks, broker-dealers and corporates.

During 1999, 1998 and 1997, there were no significant credit losses associated with derivative contracts. At December 31, 1999 and 1998, there were no nonperforming derivative positions that were material to the Corporation. To minimize credit risk, the Corporation enters into legally enforceable master netting agreements, which reduce risk by permitting the close out and netting of transactions with the same counterparty upon the occurrence of certain events.

A portion of the derivative-dealer activity involves exchange-traded instruments. Because exchange-traded instruments conform to standard terms and are subject to policies set by the exchange involved, including counterparty approval, margin requirements and security deposit requirements, the credit risk is minimal.

The following table presents the notional or contract amounts at December

31, 1999 and 1998 and the credit risk amounts (the net replacement cost of contracts in a gain position) of the Corporation's derivative-dealer positions which are primarily executed in the over-the-counter market for trading purposes. The notional or contract amounts indicate the total volume of transactions and significantly exceed the amount of the Corporation's credit or market risk associated with these instruments. The credit risk amounts presented in the following table do not consider the value of any collateral, but generally take into consideration the effects of legally enforceable master netting agreements.

Derivative-Dealer Positions

<TABLE>
<CAPTION>

(Dollars in millions)	December 31, 1999 Contract/ Notional	December 31, 1999 Credit Risk	December 31, 1998 Contract/ Notional	December 31, 1998 Credit Risk
<S>	<C>	<C>	<C>	<C>
Interest rate contracts				
Swaps	$2,597,886	$ 5,691	$1,584,317	$ 6,377
Futures and forwards	644,795	58	809,231	290
Written options	560,070	--	496,570	--
Purchased options	638,517	1,747	640,703	2,492
Foreign exchange contracts				
Swaps	55,278	1,058	40,069	1,443
Spot, futures and forwards	537,719	3,298	623,977	5,136
Written options	28,450	--	56,287	--
Purchased options	26,820	424	53,426	703
Commodity and other contracts				
Swaps	13,078	1,232	5,685	370
Futures and forwards	22,496	41	5,292	--
Written options	28,868	--	22,382	--
Purchased options	32,216	4,890	22,134	989
Credit derivatives	19,028	70	16,943	62
Total before cross-product netting		18,509		17,862
Cross-product netting		2,454		1,462
Net replacement cost		$16,055		$16,400

</TABLE>

The table above includes both long and short derivative-dealer positions. The average fair value of derivative-dealer assets for the years ended December 31, 1999 and 1998 was $16.0 billion and $14.3 billion, respectively. The average fair value of derivative-dealer liabilities for the years ended December 31, 1999 and 1998 was $16.5 billion and $13.3 billion, respectively. The fair value of derivative-dealer assets at December 31, 1999 and 1998 was $16.1 billion and $16.4 billion, respectively. The fair value of derivative-dealer liabilities at December 31, 1999 and 1998 was $16.2 billion and $16.8 billion, respectively. See Note Four on page 69 for a discussion of trading-related revenue.

In addition to credit risk management activities, the Corporation uses credit derivatives to generate revenue by taking on exposure to underlying credits. The Corporation also provides credit derivatives to sophisticated customers who wish to hedge existing credit exposures or take on additional credit exposure to generate revenue. The Corporation's credit derivative positions at December 31, 1999 and 1998 consisted of credit default swaps and total return swaps.

Asset and Liability Management (ALM) Activities

Risk management interest rate contracts and foreign exchange contracts are utilized in the Corporation's ALM process. Interest rate contracts, which are generally non-leveraged generic interest rate and basis swaps, options and futures, allow the Corporation to effectively manage its interest rate risk position. Generic interest rate swaps involve the exchange of fixed-rate and variable-rate interest payments based on the contractual underlying notional amount. Basis swaps involve the exchange of interest payments based on the contractual underlying notional amounts, where both the pay rate and the receive rate are floating rates based on different indices. Option products primarily consist of caps and floors. Interest rate caps and floors are agreements where, for a fee, the purchaser obtains the right to receive interest payments when a variable interest rate moves above or below a specified cap or floor rate, respectively. Futures contracts used for ALM activities are primarily index futures providing for cash payments based upon the movements of an underlying rate index.

The Corporation uses foreign currency contracts to manage the foreign exchange risk associated with certain foreign-denominated assets and liabilities, as well as the Corporation's equity investments in foreign subsidiaries. Foreign exchange contracts, which include spot, futures and forward contracts, represent agreements to exchange the currency of one country for the currency of another country at an agreed-upon price, on an agreed-upon settlement date. Foreign exchange option contracts are similar to interest rate option contracts except that they are based on currencies rather than interest rates. Exposure to loss on these contracts will increase or decrease over their respective lives as currency exchange and interest rates fluctuate.

The Corporation's credit risk exposure for exchange-traded instruments is minimal as these instruments conform to standard terms and are subject to policies set by the exchange involved, including counterparty approval, margin requirements and security deposit requirements.

The following table outlines the notional amount and fair value of the Corporation's open and closed ALM contracts at December 31, 1999 and 1998:

<TABLE>
<CAPTION>

	December 31, 1999		December 31, 1998	
(Dollars in millions)	Notional Amount	Fair Value	Notional Amount	Fair Value
<S>	<C>	<C>	<C>	<C>
Open interest rate contracts				
Receive fixed swaps	$63,002	$(1,747)	$60,450	$ 1,958
Pay fixed swaps	25,701	115	25,770	(1,006)
Net open receive fixed	37,301	(1,632)	34,680	952
Basis swaps	7,971	(6)	7,736	(10)
Total net swap position	45,272	(1,638)	42,416	942
Option products	35,134	5	26,836	(46)
Futures and forwards	931	3	6,348	2
Total open interest rate contracts(1)		(1,630)		898
Closed interest rate contracts				
Swap positions		174		294
Option products		82		26
Futures and forwards		(21)		(1)
Total closed interest rate contracts(2)		235		319
Net interest rate contract position		(1,395)		1,217
Open foreign exchange contracts(1)	6,231	(30)	3,314	72
Total ALM contracts		$(1,425)		$ 1,289

</TABLE>

(1) Fair value represents the net unrealized gains (losses) on open contracts.
(2) Represents the unamortized net realized deferred gains associated with closed contracts.

When Issued Securities

When issued securities are commitments to purchase or sell securities during the time period between the announcement of a securities offering and the issuance of those securities. At December 31, 1999, the Corporation had commitments to purchase and sell when issued securities of $12.0 billion and $16.8 billion, respectively.

Litigation

In the ordinary course of business, the Corporation and its subsidiaries are routinely defendants in or parties to a number of pending and threatened legal actions and proceedings, including actions brought on behalf of various classes of claimants. In certain of these actions and proceedings, substantial money damages are asserted against the Corporation and its subsidiaries and certain of these actions and proceedings are based on alleged violations of consumer protection, securities, environmental, banking and other laws.

The Corporation and certain present and former officers and directors have been named as defendants in a number of actions filed in several federal courts that have been consolidated for pretrial purposes before a Missouri federal court. The amended complaint in the consolidated actions alleges, among other things, that the defendants failed to disclose material facts about BankAmerica's losses relating to D.E. Shaw Securities Group, L.P. and related entities until mid-October 1998, in violation of various provisions of federal and state laws. The amended complaint also alleges that the proxy statement-prospectus of August 4, 1998, falsely stated that the Merger would be one of equals and alleges a scheme to have NationsBank gain control over the newly merged entity. The Missouri federal court has certified classes consisting generally of persons who were stockholders of NationsBank or BankAmerica on September 30, 1998, or were entitled to vote on the Merger, or who purchased or acquired securities of the Corporation or its predecessors between August 4, 1998 and October 13, 1998. The amended complaint substantially survived a motion to dismiss, and discovery is underway. Claims against certain director-defendants were dismissed with leave to replead. Similar uncertified class actions (including one limited to California residents raising the claim that the proxy statement-prospectus of August 4, 1998, falsely stated that the Merger would be one of equals) were filed in California state court, alleging violations of the California Corporations Code and other state laws. The action on behalf of California residents was certified, but has since been dismissed and an appeal is pending. Of the remaining actions, one has been stayed, and a motion for class certification is pending in the others. The Corporation believes the actions lack merit and will defend them vigorously. The amount of any ultimate exposure cannot be determined with certainty at this time.

Management believes that the actions and proceedings and the losses, if any, resulting from the final outcome thereof, will not be material in the aggregate to the Corporation's financial position or results of operations.

Note Twelve - Regulatory Requirements and Restrictions

The Corporation's banking subsidiaries are required to maintain average reserve balances with the FRB based on a percentage of certain deposits. Average reserve balances held with the FRB to meet these requirements amounted to $22 million and $288 million for 1999 and 1998, respectively.

The primary source of funds for cash distributions by the Corporation to its shareholders is dividends received from its banking subsidiaries. The subsidiary national banks can initiate aggregate dividend payments in 2000, without prior regulatory approval, of $2.2 billion plus an additional amount equal to their net profits for 2000, as defined by statute, up to the date of any such dividend declaration. The amount of dividends that each subsidiary bank may declare in a calendar year without approval by the Office of the Comptroller of the Currency (OCC) is the bank's net profits for that year combined with its net retained profits, as defined, for the preceding two years.

Regulations also restrict banking subsidiaries in lending funds to affiliates. At December 31, 1999 and 1998, the total amount which could be loaned to the Corporation by its banking subsidiaries was approximately $5.6 billion. At December 31, 1999 and 1998, no loans to the Corporation from its banking subsidiaries were outstanding.

The FRB, the OCC, the Federal Deposit Insurance Corporation and the Office of Thrift Supervision (collectively, the Agencies) have issued regulatory capital guidelines for U.S. banking organizations. Failure to meet the capital requirements can initiate certain mandatory and discretionary actions by regulators that could have a material effect on the Corporation's financial statements. At December 31, 1999 and 1998, the Corporation and

each of its banking subsidiaries were well capitalized under this regulatory framework. There have been no conditions or events since December 31, 1999 that management believes have changed either the Corporation's or its banking subsidiaries' capital classifications.

The regulatory capital guidelines measure capital in relation to the credit and market risks of both on- and off-balance sheet items using various risk weights. Under the regulatory capital guidelines, Total Capital consists of three tiers of capital. Tier 1 Capital includes common shareholders' equity and qualifying preferred stock, less goodwill and other adjustments. Tier 2 Capital consists of preferred stock not qualifying as Tier 1 Capital, mandatory convertible debt, limited amounts of subordinated debt, other qualifying term debt and the allowance for credit losses up to 1.25 percent of risk-weighted assets. Tier 3 capital includes subordinated debt that is unsecured, fully paid, has an original maturity of at least two years, is not redeemable before maturity without prior approval by the FRB and includes a lock-in clause precluding payment of either interest or principal if the payment would cause the issuing bank's risk-based capital ratio to fall or remain below the required minimum. At December 31, 1999 and 1998, the Corporation had no subordinated debt that qualified as Tier 3 capital.

In accordance with the FRB's amendment to its capital adequacy guidelines effective for periods beginning after December 31, 1997, the Corporation is now required to include its broker/dealer subsidiary, Banc of America Securities LLC, when calculating regulatory capital ratios. Previously, the Corporation had been required to exclude the equity, assets and off-balance sheet exposures of its broker/dealer subsidiary.

To meet minimum, adequately capitalized regulatory requirements, an institution must maintain a Tier 1 Capital ratio of four percent and a Total Capital ratio of eight percent. A well-capitalized institution must maintain a Tier 1 Capital ratio of six percent and a Total Capital ratio of ten percent. The risk-based capital rules have been further supplemented by a leverage ratio, defined as Tier 1 capital divided by average total assets, after certain adjustments. The leverage ratio guidelines establish a minimum of 100 to 200 basis points above three percent. Banking organizations must maintain a leverage capital ratio of at least five percent to be classified as well capitalized.

The valuation allowance for available-for-sale securities and marketable equity securities included in shareholders' equity at December 31, 1999 and 1998 is excluded in the calculations of Tier 1 capital and Tier 1 leverage ratios. Effective October 1, 1998, the risk-based capital guidelines were changed to allow the inclusion of 45% of the pre-tax unrealized gains on equity securities in the calculation of Tier 2 capital. This change in the risk-based capital guidelines had an immaterial impact on the Corporation's Tier 2 and Total Capital ratios.

On September 12, 1996, the Agencies amended their regulatory capital guidelines to incorporate a measure for market risk. In accordance with the amended guidelines, the Corporation and any of its banking subsidiaries with significant trading activity, as defined in the amendment, must incorporate a measure for market risk in their regulatory capital calculations effective for reporting periods after January 1, 1998. The revised guidelines have not had a material impact on the Corporation or its subsidiaries' regulatory capital ratios or their well-capitalized status.

The following table presents the actual capital ratios and amounts and minimum required capital amounts for the Corporation and Bank of America, N.A. at December 31, 1999 and 1998:

<TABLE>
<CAPTION>

	1999			1998		
	Actual			Actual		
(Dollars in millions)	Ratio	Amount	Minimum Required(1)	Ratio	Amount	Minimum Required(1)
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Tier 1 Capital						
Bank of America Corporation	7.35%	$38,651	$21,025	7.06%	$36,849	$20,866
Bank of America, N.A.(2)	7.78	38,616	19,844	7.72	19,317	10,007
Total Capital						
Bank of America Corporation	10.88	57,192	42,050	10.94	57,055	41,733
Bank of America, N.A.(2)	10.91	54,132	39,688	10.27	25,691	20,014
Leverage						
Bank of America Corporation	6.26	38,651	24,687	6.22	36,849	23,697
Bank of America, N.A.(2)	6.74	38,616	22,922	6.55	19,317	11,805

</TABLE>

(1) Dollar amount required to meet the Agencies' guidelines for adequately capitalized institutions.
(2) Bank of America, N.A.'s ratios and amounts for 1998 have not been restated to reflect the impact of mergers as discussed in Note 2 of the consolidated financial statements.

Note Thirteen - Employee Benefit Plans

Pension and Postretirement Plans

The Corporation sponsors noncontributory trusteed pension plans that cover substantially all officers and employees. The plans provide defined benefits based on an employee's compensation, age and years of service. It is the policy of the Corporation to fund not less than the minimum funding amount required by ERISA. Individually, BankAmerica, Barnett Banks and NationsBank each sponsored defined benefit pension plans prior to each of the respective mergers of these banks. The BankAmerica plan was a cash balance design plan, providing participants with compensation credits, based on age and period of service, applied at each pay period and a defined earnings rate on all participant account balances in the plan. The NationsBank plan was amended to a cash balance plan effective July 1, 1998 and provides a similar crediting basis for all participants. The NationsBank plan allows participants to select from various earnings measures, which are based on the returns of certain funds managed by subsidiaries of the Corporation or common stock of the Corporation. The participant selected earnings measures determine the earnings rate on the individual participant account balances in the plan. In addition, a one time opportunity to transfer certain assets from the company's savings plan to the cash balance plan was extended to NationsBank plan participants. Assets with an approximate fair value of $1.4 billion were transferred by plan participants. The Barnett plan was amended to merge into the NationsBank plan and, effective January 1, 1999, to provide the cash balance plan design feature to those participants. The opportunity to transfer certain savings plan assets to the cash balance plan was extended to Barnett participants in 1999. Assets with an approximate fair value of $133 million, were transferred by plan participants. The BankAmerica and NationsBank plans were merged effective December 31, 1998. However, the participants in each plan will retain the cash balance plan design followed by their predecessor plans until the plan is amended in 2000. The opportunity to transfer certain savings plan assets to the cash balance plan will be extended to BankAmerica participants in 2000.

In addition to retirement pension benefits, substantially all employees may become eligible to continue participation as retirees in health care and/or life insurance plans sponsored by the Corporation. Based on the other provisions of the individual plans, certain retirees may also have the cost of these benefits partially paid by the Corporation.

The following tables summarize the balances and changes in fair value of plan assets and benefit obligations as of and for the years ended December 31, 1999 and 1998:

<TABLE>
<CAPTION>

	Pension Plan		Postretirement Health and Life Plans	
(Dollars in millions)	1999	1998	1999	1998
Change in fair value of plan assets				
(Primarily listed stocks, fixed income and real estate)				
Fair value at January 1	$7,660	$5,725	$ 187	$ 164
Actual return on plan assets	809	890	16	24
Company contributions	--	--	65	65
Plan participant contributions	--	--	33	28
Acquisition/transfer	141	1,429	--	--
Benefits paid	(547)	(384)	(99)	(94)
Fair value at December 31	$8,063	$7,660	$ 202	$ 187
Change in benefit obligation				
Benefit obligation at January 1	$6,377	$4,692	$ 882	$ 930
Service cost	115	144	12	10
Interest cost	433	371	58	61
Plan participant contributions	--	--	33	28
Plan amendments	106	95	(2)	16
Actuarial loss (gain)	(380)	(66)	(48)	(67)
Acquisition/transfer	148	1,539	--	--
Effect of curtailments	--	(14)	--	(2)
Benefits paid	(547)	(384)	(99)	(94)
Benefit obligation at December 31	$6,252	$6,377	$ 836	$ 882
Funded status				
Overfunded (unfunded) status at December 31	$1,811	$1,283	$(634)	$(695)
Unrecognized net actuarial gain	(600)	(132)	(87)	(96)
Unrecognized transition obligation (asset)	(6)	(9)	439	473
Unrecognized prior service cost	195	108	12	13
Prepaid (accrued) benefit cost	$1,400	$1,250	$(270)	$(305)

</TABLE>

Prepaid and accrued benefit costs are reflected in other assets and other liabilities, respectively, in the consolidated balance sheet.

The following are the weighted average discount rate, expected return on plan assets and rate of increase in future compensation assumptions used in determining the actuarial present value of the benefit obligation.

<TABLE>

<CAPTION>

	Pension Plan 1999	Pension Plan 1998	Postretirement Health and Life Plans 1999	Postretirement Health and Life Plans 1998
Weighted average assumptions at December 31				
Discount rate	7.50%	7.00%	7.50%	7.00%
Expected return on plan assets	10.00	10.00	10.00	10.00
Rate of compensation increase	4.00	4.00	N/A	N/A

</TABLE>

Net periodic pension benefit cost (income) for the years ended December 31, 1999, 1998 and 1997, included the following components:

<TABLE>
<CAPTION>

(Dollars in millions)	1999	1998	1997
Components of net periodic pension benefit cost (income)			
Service cost	$ 115	$ 144	$ 122
Interest cost	433	371	320
Expected return on plan assets	(713)	(552)	(434)
Amortization of transition asset	(4)	(3)	(3)
Amortization of prior service cost	20	(2)	(10)
Recognized net actuarial loss	--	16	16
Recognized gain due to settlements and curtailments	--	(2)	--
Net periodic pension benefit cost (income)	$(149)	$ (28)	$ 11

</TABLE>

The Corporation uses the market valuation method to recognize pension plan-related market gains and losses. This method recognizes 60 percent of the market gains or losses in the first year, with the remaining 40 percent spread equally over the next four years.

In addition to the trusteed pension plan, the Corporation sponsors a number of unfunded executive pension plans. The total benefit obligation for these plans as of December 31, 1999 and 1998 was $535 million and $386 million, respectively. The net periodic pension expense for these plans in 1999, 1998 and 1997 totaled $58 million, $49 million and $46 million, respectively.

For the years ended December 31, 1999, 1998 and 1997, net periodic postretirement benefit expense included the following components:

<TABLE>
<CAPTION>

(Dollars in millions)	1999	1998	1997
Components of net periodic postretirement benefit cost			
Service cost	$ 12	$ 10	$ 9
Interest cost	58	61	62
Expected return on plan assets	(19)	(14)	(12)
Amortization of transition asset	34	34	34
Amortization of prior service cost	--	(1)	(2)
Recognized net actuarial gain	(54)	(10)	(4)
Recognized gain due to settlements and curtailments	--	(2)	--
Net periodic postretirement benefit cost	$ 31	$ 78	$ 87

</TABLE>

Net periodic postretirement health and life expense was determined using the "projected unit credit" actuarial method. Gains and losses for all benefits except postretirement health care are recognized in accordance with the minimum amortization provisions of the applicable accounting standards. For the postretirement health care plans, 50 percent of the unrecognized gain or loss at the beginning of the fiscal year (or at subsequent remeasurement) is recognized on a level basis during the year. Prior to the Merger (and conformance of accounting methods), BankAmerica used the minimum amortization method for all plans. Application of the "50 percent" method to cumulative unrecognized gains in the BankAmerica health care plans at the beginning of the 1999 fiscal year is the primary reason for the reduction in net periodic postretirement benefit cost from 1998.

Assumed health care cost trend rates affect the postretirement benefit obligation and benefit cost reported for the health care plan. The assumed health care cost trend rates for the next year used to measure the expected cost of benefits covered for the postretirement health and life plans was 6.25 percent and 6.00 percent for pre-65 benefits in 1999 and 1998, respectively, and 4.75 percent and 4.50 percent for post-65 benefits in 1999 and 1998, respectively. A one percentage point increase in assumed health care cost trend rates would have increased the service and interest costs and the benefit obligation by $7 million and $62 million, respectively, in 1999 and $6 million and $57 million, respectively, in 1998. A one-percentage point decrease in assumed health care cost trends would have lowered the service and interest costs and the benefit obligation by $6 million and $56 million, respectively, in 1999 and $5 million and $49 million, respectively, in 1998.

Defined Contribution Plans

The Corporation maintains several defined contribution savings and profit sharing plans and certain nonqualified defined contribution retirement plans. Two of the savings and profit sharing plans feature leveraged ESOP provisions. See Note Ten on page 77 for additional information on the two ESOP provisions.

ESOP Plans

The Corporation contributed approximately $20 million, $63 million, and $68 million for 1999, 1998, and 1997, respectively, in cash and stock which was utilized primarily to purchase the Corporation's common stock under the terms of these plans. At December 31, 1999 and 1998, an aggregate of 23,776,820 shares and 22,997,096 shares, respectively, of the Corporation's common stock and 1,789,230 shares and 1,937,730 shares, respectively, of ESOP preferred stock were held by the Corporation's various savings and profit sharing plans.

As previously discussed, during 1999, the Corporation offered former Barnett plan participants a one-time opportunity to transfer certain assets from the savings plan to the cash balance plan. In 1998, the Corporation offered the same opportunity to former NationsBank plan participants. This one-time transfer opportunity will be provided to BankAmerica plan participants in 2000.

Under the terms of the ESOP Preferred Stock provision, payments to the plan for dividends on the ESOP Preferred Stock were $3 million, $6 million, and $7 million, for 1999, 1998, and 1997, respectively. Interest incurred to service the debt of the ESOP Preferred Stock amounted to $0.3 million, $1 million, and $2 million for 1999, 1998, and 1997, respectively. This loan was paid off in June 1999.

The Corporation's ESOP and the Barnett ESOP were combined effective at the close of business at December 31, 1998.

BankAmerica Plans

Aggregate contributions for all former BankAmerica-related defined contribution plans were $171 million, $175 million, and $169 million, in 1999, 1998, and 1997, respectively. Certain employer and employee contributions to the plans are used to purchase the Corporation's common stock at prices that approximate market values. Contributions, including dividends, to the plans were used to purchase 816,457 shares for $50 million in 1999, 697,741 shares for $44 million in 1998, and 598,958 shares for $34 million in 1997. Sales by the plans of the Corporation's common stock were 1,163,489 for $76 million in 1999, 571,058 for $46 million in 1998, and 528,829 shares for $32 million in 1997. The plans held 31,122,254 shares, 33,186,515 shares, and 34,252,005 shares, of the Corporation's common stock at December 31, 1999, 1998, and 1997, respectively.

The Corporation maintains certain nonqualified defined contribution retirement plans for certain employees of the former BankAmerica Corporation. In addition, certain non-U.S. employees within the Corporation are covered under defined contribution pension plans that are separately administered in accordance with local laws.

The Corporation and the BankAmerica retirement plans will be combined effective July 1, 2000.

Note Fourteen - Stock Option Award Plans

At December 31, 1999, the Corporation had certain stock-based compensation plans (the Plans) which are described below. The Corporation applies the provisions of Accounting Principles Board Opinion No. 25, "Accounting for Stock

Issued to Employees," in accounting for its stock option and award plans. In accordance with Statement of Financial Accounting Standards No. 123 (SFAS 123), "Accounting for Stock Based Compensation," the Corporation has also elected to provide disclosures as if the Corporation had adopted the fair-value based method of measuring outstanding employee stock options in 1999, 1998 and 1997 as indicated below:

	As Reported			Pro Forma		
(Dollars in millions, except per share data)	1999	1998	1997	1999	1998	1997
Net income	$ 7,882	$ 5,165	$ 6,542	$ 7,563	$ 4,838	$ 6,254
Net income available to common shareholders	7,876	5,140	6,431	7,557	4,819	6,143
Earnings per common share	4.56	2.97	3.71	4.38	2.78	3.54
Diluted earnings per common share	4.48	2.90	3.61	4.30	2.71	3.46

In determining the pro forma disclosures above, the fair value of options granted was estimated on the date of grant using the Black-Scholes option-pricing model. The Black-Scholes model was developed to estimate the fair value of traded options, which have different characteristics than employee stock options, and changes to the subjective assumptions used in the model can result in materially different fair value estimates. The weighted average grant-date fair values of the options granted during 1999, 1998 and 1997 were based on the following assumptions:

	Risk-Free Interest Rates			Dividend Yield		
	1999	1998	1997	1999	1998	1997
Key Employee Stock Plan	5.19%	5.64%	6.29%	2.91%	3.50%	3.50%
Take Ownership!	4.73	N/A	N/A	3.06	N/A	N/A
NationsBank 1996 Associates Stock Option Award Plan	N/A	N/A	6.31	N/A	N/A	3.50
Barnett 1997 Employee Stock Option Plan	N/A	N/A	5.60	N/A	N/A	3.50
Barnett Long-Term Incentive Plan	N/A	N/A	6.33	N/A	N/A	3.50
BankAmerica Management Stock Plan	N/A	5.48	6.23	N/A	2.62	2.96
BankAmerica PEP Plan	N/A	N/A	6.23	N/A	N/A	2.96
BankAmerica Take Ownership!	N/A	5.58	6.23	N/A	1.83	2.96

	Expected Lives (Years)			Volatility		
	1999	1998	1997	1999	1998	1997
Key Employee Stock Plan	7	7	7	24.91%	22.94%	27.80%
Take Ownership!	4	N/A	N/A	27.67	N/A	N/A
NationsBank 1996 Associates Stock Option Award Plan	N/A	N/A	3	N/A	N/A	21.40
Barnett 1997 Employee Stock Option Plan	N/A	N/A	1	N/A	N/A	24.70
Barnett Long-Term Incentive Plan	N/A	N/A	6	N/A	N/A	34.30
BankAmerica Management Stock Plan	N/A	4	4	N/A	28.40	24.50
BankAmerica PEP Plan	N/A	N/A	7	N/A	N/A	24.50
BankAmerica Take Ownership!	N/A	1	3	N/A	28.80	24.50

Compensation expense under the fair-value based method is recognized over the vesting period of the related stock options. Accordingly, the pro forma results of applying SFAS 123 in 1999, 1998 and 1997 may not be indicative of future amounts.

Key Employee Stock Plan

The Key Employee Stock Plan (KEYSOP), as amended and restated, provides for different types of awards including stock options, restricted stock and performance shares (or restricted stock units). Under the KEYSOP, ten-year options to purchase approximately 42.2 million shares of common stock have been granted through December 31, 1999 to certain employees at the closing market price on the respective grant dates. Options granted under the KEYSOP generally vest in three or four equal annual installments. At December 31, 1999, approximately 32.8 million options were outstanding under this plan. Additionally, 10.2 million shares of restricted stock were granted during 1999. These shares of restricted stock generally vest in two or three equal annual installments beginning one year from the grant date. Additionally, 1.2 million shares of restricted stock units were granted during 1999. These units generally vest three or five years from the grant date and are paid in the year following retirement in cash or common stock or a combination of cash and common stock.

On January 3, 2000, ten-year options to purchase approximately 20.1 million shares of common stock at $48.4375 per share were granted to certain employees. On February 1, 2000, ten-year options to purchase approximately 4.1 million shares of common stock at $48.4375 per share were granted to certain employees. For both grants, options vest in three equal annual installments beginning one year from the grant date. Additionally, on January 3, 2000, and February 1, 2000, approximately 241,000 and 331,000 shares, respectively, of restricted

stock were granted to certain employees. These shares of restricted stock generally vest in three equal annual installments beginning one year from the grant date.

Take Ownership!

On September 23, 1998, the Board of Directors of the Corporation approved Take Ownership! The Bank of America Global Associate Stock Option Program (Take Ownership!) which covers all employees below a specified executive grade level. Under the plan, eligible employees receive an award of a predetermined number of stock options entitling them to purchase shares of the Corporation's common stock at the fair market value on the grant date. Options granted on the first business day of 1999, 2000 and 2001 vest 25% on the first anniversary of the date of grant, 25% on the second anniversary of the date of grant and 50% on the third anniversary of the date of grant. These options have a term of five years after the grant date. On January 4, 1999, options to purchase approximately 53.1 million shares of common stock at $60.50 per share were granted under the plan. At December 31, 1999, approximately 41.9 million options were outstanding under this plan. On January 3, 2000, options to purchase approximately 24.5 million shares of common stock at $48.4375 per share were granted under the plan.

Other Plans

Under the NationsBank 1996 Associates Stock Option Award Plan (ASOP), as amended, the Corporation granted in 1996 and 1997 to certain full- and part-time associates options to purchase an aggregate of approximately 47 million shares of the Corporation's common stock. All options granted under the ASOP are vested and expire June 29, 2001. At December 31, 1999, approximately 10.5 million options were outstanding under this plan. No further awards may be granted under this plan.

Under the Barnett 1997 Employee Stock Option Plan, ten-year options to purchase an aggregate of approximately 5.7 million shares of the Corporation's common stock in 1997 were granted to certain full- and part-time associates. All options granted under this plan are vested. No further awards may be granted under this plan.

Under the Barnett Long-Term Incentive Plan, ten-year options to purchase an aggregate of approximately 2.2 million shares of the Corporation's common stock in 1997 were granted to certain key employees. All options granted under this plan are vested. No further awards may be granted under this plan.

Under the BankAmerica 1992 Management Stock Plan, ten-year options to purchase approximately 14.3 million shares of the Corporation's common stock were granted to certain key employees in 1997 and 1998. Options awarded generally vest in three equal annual installments beginning one year from the grant date. At December 31, 1999, approximately 28.6 million options were outstanding under this plan. Additionally, 2.9 million shares of restricted stock were granted to certain key employees in 1997 and 1998. These shares generally vest in four equal annual installments beginning the second year from the date of grant. No further awards may be granted under this plan.

Under the BankAmerica Performance Equity Program, ten-year options to purchase approximately 12.3 million shares of the Corporation's common stock were granted to certain key employees in 1997 and 1998 in the form of market price options and premium price options. All options issued under this plan to persons who were employees as of the merger date vested. At December 31, 1999, approximately 11.8 million options were outstanding under this plan. No further awards may be granted under this plan.

On October 1, 1996, BankAmerica adopted the BankAmerica Global Stock Option Program (BankAmerica Take Ownership!) which covered substantially all associates. Options awarded under this plan vest in three equal installments beginning one year from the grant date and have a term of five years after the grant date. Approximately 37.5 million shares were granted in 1997 and 1998. At December 31, 1999, approximately 25.2 million options were outstanding under this plan. No further awards may be granted under this plan.

Additional stock options assumed in connection with various acquisitions remain outstanding and are included in the tables below. No further awards may be granted under these plans.

The following tables present the status of all plans at December 31, 1999, 1998 and 1997, and changes during the years then ended:

Employee stock options	1999 Shares	1999 Weighted-Average Exercise (Option) Price	1998 Shares	1998 Weighted-Average Exercise (Option) Price	1997 Shares	1997 Weighted-Average Exercise (Option) Price
Outstanding at January 1	126,465,501	$ 51.01	136,409,218	$ 44.08	106,432,319	$ 30.79
Shares due to acquisitions	--	--	--	--	6,688,329	21.99
Granted	68,341,012	61.30	25,744,102	72.10	76,963,367	58.42
Exercised	(21,872,532)	38.45	(28,295,737)	33.62	(44,990,054)	33.34
Forfeited	(16,728,346)	62.59	(7,392,082)	63.04	(8,684,743)	45.23
Outstanding at December 31	156,205,635	$ 56.03	126,465,501	$ 51.01	136,409,218	$ 44.18
Options exercisable at December 31	85,753,568	$ 49.97	99,530,313	$ 46.02	63,927,295	$ 30.90
Weighted-average fair value of options granted during the year		$ 13.88		$ 15.52		$ 9.35

Restricted stock awards (include KEYSOP)	1999 Shares	1999 Weighted-Average Grant Price	1998 Shares	1998 Weighted-Average Grant Price	1997 Shares	1997 Weighted-Average Grant Price
Outstanding unvested grants at January 1	3,781,154	$ 61.85	5,180,012	$ 38.94	6,459,158	$ 24.68
Granted	11,413,497	61.99	3,852,739	65.79	2,120,681	57.76
Vested	(1,732,513)	57.19	(4,896,614)	41.07	(3,112,871)	22.76
Canceled	(434,801)	67.96	(354,983)	56.94	(286,956)	32.43
Outstanding unvested grants at December 31	13,027,337	$ 62.39	3,781,154	$ 61.85	5,180,012	$ 38.94

The following table summarizes information about stock options outstanding at December 31, 1999:

Range of Exercise Prices	Outstanding Options: Number Outstanding at December 31	Outstanding Options: Weighted Average Remaining Contractual Life	Outstanding Options: Weighted-Average Exercise Price	Options Exercisable: Number Exercisable at December 31	Options Exercisable: Weighted-Average Exercise Price
$0.00 - $30.00	18,114,375	4.1 years	$ 21.89	18,114,375	$ 21.89
$30.01 - $46.50	22,305,419	3.5 years	39.20	22,305,419	39.20
$46.51 - $65.50	88,269,836	5.0 years	60.24	31,362,618	59.71
$65.51 - $99.00	27,516,005	6.6 years	78.61	13,971,156	81.70
Total	156,205,635	4.9 years	$ 56.03	85,753,568	$ 49.97

Note Fifteen - Income Taxes

The components of income tax expense for the years ended December 31, 1999, 1998 and 1997 were as follows:

(Dollars in millions)	1999	1998	1997
Current expense:			
Federal	$1,739	$2,163	$2,267
State	169	155	239
Foreign	327	349	537
Total current expense	2,235	2,667	3,043
Deferred (benefit) expense:			
Federal	1,929	274	840
State	168	(68)	132
Foreign	1	10	(1)
Total deferred expense	2,098	216	971
Total income tax expense	$4,333	$2,883	$4,014

The preceding table does not reflect the tax effects of unrealized gains and losses on available-for-sale securities and marketable securities that are included in shareholders' equity and certain tax benefits associated with the Corporation's employee stock plans. As a result of these tax effects, shareholders' equity increased by $1,538 million, $418 million and $161 million in 1999, 1998 and 1997, respectively. The Corporation's current income tax expense approximates the amounts payable for those years. Deferred income tax expense represents the change in the deferred tax asset or liability and is discussed further below.

A reconciliation of the expected federal income tax expense using the federal statutory rate of 35 percent to the actual income tax expense for the years ended December 31, 1999, 1998 and 1997 follows:

(Dollars in millions)	1999	1998	1997
Expected federal income tax expense	$4,275	$2,817	$3,695
Increase (decrease) in taxes resulting from:			
Tax-exempt income	(88)	(79)	(83)
State tax expense, net of federal benefit	278	33	287
Goodwill amortization	211	259	228
Reorganization of certain subsidiaries	--	(323)	--
Nondeductible merger-related charges	26	183	32
Foreign tax differential	(83)	28	(2)

Other	(286)	(35)	(143)
Total income tax expense	$4,333	$2,883	$4,014

</TABLE>

Significant components of the Corporation's deferred tax (liabilities) assets at December 31, 1999 and 1998 were as follows:

<TABLE>
<CAPTION>

(Dollars in millions)	1999	1998
<S>	<C>	<C>
Deferred tax liabilities:		
Equipment lease financing	$ (4,873)	$ (3,838)
Intangibles	(826)	(779)
State taxes	(400)	(196)
Employee retirement benefits	(379)	(328)
Investments	(368)	(340)
Securities valuation	(278)	--
Depreciation	(258)	(296)
Deferred gains and losses	(49)	(65)
Loan fees and expenses	(55)	(17)
Available-for-sale securities	--	(227)
Other	(353)	(272)
Gross deferred tax liabilities	(7,839)	(6,358)
Deferred tax assets:		
Allowance for credit losses	2,167	2,257
Available-for-sale securities	1,121	--
Employee benefits	621	395
Accrued expenses	398	606
Net operating loss carryforwards	151	181
Foreclosed properties	62	63
Securities valuation	--	321
Other	120	137
Gross deferred tax assets	4,640	3,960
Valuation allowance	(131)	(161)
Gross deferred tax assets, net of valuation allowance	4,509	3,799
Net deferred tax liabilities	$ (3,330)	$ (2,559)

</TABLE>

The Corporation's deferred tax assets at December 31, 1999 and 1998 included a valuation allowance of $131 million and $161 million, respectively, primarily representing net operating loss carryforwards for which it is more likely than not that realization will not occur. The net change in the valuation allowance for deferred tax assets resulted from a portion of net operating loss carryforwards of foreign subsidiaries being used to offset taxable income where realization was not expected to occur.

At December 31, 1999 and 1998, federal income taxes had not been provided on $676 million and $380 million, respectively, of undistributed earnings of foreign subsidiaries, earned prior to 1987 and after 1997, that have been reinvested for an indefinite period of time. If the earnings were distributed, an additional $148 million and $80 million of tax expense, net of credits for foreign taxes paid on such earnings and for the related foreign withholding taxes, would result in 1999 and 1998, respectively.

Note Sixteen - Fair Value of Financial Instruments

Statement of Financial Accounting Standards No. 107, "Disclosures About Fair Value of Financial Instruments" (SFAS 107), requires the disclosure of the estimated fair value of financial instruments. The fair value of a financial instrument is the amount at which the instrument could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale. Quoted market prices, if available, are utilized as estimates of the fair values of financial instruments. Since no quoted market prices exist for a significant part of the Corporation's financial instruments, the fair values of such instruments have been derived based on management's assumptions, the estimated amount and timing of future cash flows and estimated discount rates. The estimation methods for individual classifications of financial instruments are described more fully below. Different assumptions could significantly affect these estimates. Accordingly, the net realizable values could be materially different from the estimates presented below. In addition, the estimates are only indicative of the value of individual financial instruments and should not be considered an indication of the fair value of the combined Corporation.

The provisions of SFAS 107 do not require the disclosure of nonfinancial instruments, including intangible assets such as goodwill, franchise, credit card and trust relationships and MSR. In addition, the disclosure of fair value amounts does not include lease financing.

Short-Term Financial Instruments

The carrying value of short-term financial instruments, including cash and cash equivalents, federal funds sold and purchased, resale and repurchase agreements, commercial paper and other short-term borrowings, approximates the fair value of these instruments. These financial instruments generally expose the Corporation to limited credit risk and have no stated maturities, or have an average maturity of less than 30 days and carry interest rates which approximate market.

Financial Instruments Traded in the Secondary Market

Held-for-investment securities, available-for-sale securities, trading account instruments, long-term debt and trust preferred securities traded actively in the secondary market have been valued using quoted market prices. The fair value of securities and trading account instruments is reported in Notes Three and Four on pages 67 and 69.

Loans

Fair values were estimated for groups of similar loans based upon type of loan, credit quality and maturity. The fair value of loans was determined by discounting estimated cash flows using interest rates approximating the Corporation's December 31 origination rates for similar loans. Where quoted market prices were available, primarily for certain residential mortgage loans, such market prices were utilized as estimates for fair values. Contractual cash flows for residential mortgage loans were adjusted for estimated prepayments using published industry data. Where credit deterioration has occurred, estimated cash flows for fixed- and variable-rate loans have been reduced to incorporate estimated losses.

The fair values of domestic commercial loans that do not reprice or mature within relatively short time frames were estimated using discounted cash flow models. The discount rates were based on current market interest rates for similar types of loans, remaining maturities and credit ratings. For domestic commercial loans that reprice within relatively short time frames, the carrying values were assumed to approximate their fair values. Substantially all of the foreign loans reprice within relatively short time frames. Accordingly, for the majority of foreign loans, the carrying values were assumed to approximate their fair values. For purposes of these fair value estimates, the fair values of nonaccrual loans were computed by deducting an estimated market discount from their carrying values to reflect the uncertainty of future cash flows. The fair values of commitments to extend credit were not significant at either December 31, 1999 or 1998.

Mortgage Servicing Rights

Note One on page 58 discloses the fair value of capitalized MSR as well as the fair value of ALM contracts associated with capitalized MSR.

Deposits

The fair value for deposits with stated maturities was calculated by discounting contractual cash flows using current market rates for instruments with similar maturities. For deposits with no stated maturities, the carrying amount was considered to approximate fair value and does not take into account the significant value of the cost advantage and stability of the Corporation's long-term relationships with depositors.

Derivative Financial Instruments

The fair value of the Corporation's derivative-dealer assets and liabilities and ALM contracts is presented in Note Eleven on page 79.

The book and fair value of certain financial instruments at December 31, 1999 and 1998 were as follows:

<TABLE>
<CAPTION>

(Dollars in millions)	1999 Book Value	1999 Fair Value	1998 Book Value	1998 Fair Value
<S>	<C>	<C>	<C>	<C>
Financial assets				
Loans	$348,790	$351,469	$337,303	$342,936
Financial liabilities				
Deposits	347,273	347,251	357,260	357,915
Trust preferred securities	4,955	4,603	4,954	5,244
Long-term debt(1)	55,385	54,837	45,767	47,135

</TABLE>

(1) Excludes obligations under capital leases.

For all other financial instruments, book value approximates fair value.

Note Seventeen - Business Segment Information

Management reports the results of operations of the Corporation through four business segments: Consumer Banking, which provides comprehensive retail banking products and services to individuals and small businesses through multiple delivery channels; Commercial Banking, which provides a wide range of commercial banking services for businesses with annual revenues of up to $500 million; Global Corporate and Investment Banking, which provides a broad array of financial products such as investment banking, trade finance, treasury management, capital markets, leasing and financial advisory services to domestic and international corporations, financial institutions and government entities; and Principal Investing and Asset Management includes direct equity investments in businesses and investments in general partnership funds; customized asset management, advisory and trust services for high-net-worth clients through its Private Bank; equity, fixed income, cash, and alternative investments management to individuals, corporations and a wide array of institutional clients as well as advisory services for the Corporation's affiliated family of mutual funds; and full service and discount brokerage services.

The following table includes revenue and net income for the years ended December 31, 1999, 1998 and 1997 and total assets at December 31, 1999 and 1998 for each business segment:

Business Segments

<TABLE>
<CAPTION>

	Total Corporation			Consumer Banking(2)			Commercial Banking(2)		
(Dollars in millions)	1999	1998	1997	1999	1998	1997	1999	1998	1997
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Net interest income(1)	$ 18,452	$ 18,461	$18,589	$ 11,523	$ 11,806	$12,180	$ 2,191	$ 2,152	$2,193
Noninterest income	14,069	12,189	11,756	6,511	6,604	6,210	894	730	613
Total revenue	32,521	30,650	30,345	18,034	18,410	18,390	3,085	2,882	2,806
Provision for credit losses	1,820	2,920	1,904	1,327	1,259	1,569	164	64	(16)
Gains on sales of securities	240	1,017	271	42	10	38	--	4	--
Amortization of intangibles	888	902	855	638	606	612	57	101	101
Depreciation expense	1,028	1,096	1,107	664	678	679	66	74	76
Merger-related charges, net	525	1,795	374	--	--	--	--	--	--
Other noninterest expense	16,070	16,743	15,663	9,247	9,744	10,068	1,351	1,211	1,045

Income before income taxes	12,430	8,211	10,713	6,200	6,133	5,500	1,447	1,436	1,600
Income tax expense	4,548	3,046	4,171	2,301	2,254	2,148	569	483	623
Net income	$ 7,882	$ 5,165	$ 6,542	$ 3,899	$ 3,879	$ 3,352	$ 878	$ 953	$ 977
Period-end total assets	$632,574	$617,679		$255,401	$271,695		$63,066	$61,772	

</TABLE>

<TABLE>
<CAPTION>

	Global Corporate and Investment Banking(2)			Principal Investing and Asset Management(2)		
(Dollars in millions)	1999	1998	1997	1999	1998	1997
Net interest income(1)	$ 3,830	$ 3,799	$3,554	$ 501	$ 459	$ 409
Noninterest income	4,341	2,887	3,103	2,321	1,911	1,930
Total revenue	8,171	6,686	6,657	2,822	2,370	2,339
Provision for credit losses	205	1,571	344	124	26	7
Gains (losses) on sales of securities	9	(5)	10	--	--	4
Amortization of intangibles	158	168	118	35	27	24
Depreciation expense	231	280	300	67	64	52
Merger-related charges, net	--	--	--	--	--	--
Other noninterest expense	4,220	4,271	3,165	1,252	1,499	1,375
Income before income taxes	3,366	391	2,740	1,344	754	885
Income tax expense (benefit)	1,112	99	1,024	503	263	341
Net income	$ 2,254	$ 292	$1,716	$ 841	$ 491	$ 544
Period-end total assets	$223,930	$229,441		$26,004	$21,579	

<CAPTION>

	Corporate Other		
(Dollars in millions)	1999	1998	1997
Net interest income(1)	$ 407	$ 245	$ 253
Noninterest income	2	57	(100)
Total revenue	409	302	153
Provision for credit losses	--	--	--
Gains (losses) on sales of securities	189	1,008	219
Amortization of intangibles	--	--	--
Depreciation expense	--	--	--
Merger-related charges, net	525	1,795	374
Other noninterest expense	--	18	10
Income before income taxes	73	(503)	(12)
Income tax expense (benefit)	63	(53)	35
Net income	$ 10	$ (450)	$ (47)
Period-end total assets	$64,173	$33,192	

</TABLE>

(1) Net interest income is presented on a taxable-equivalent basis.
(2) There were no material intersegment revenues among the four business segments.

Following is a reconciliation of the business segments' revenue and net income for the years ended December 31, 1999, 1998 and 1997 and total assets at December 31, 1999 and 1998 to the consolidated totals:

<TABLE>

<CAPTION>

(Dollars in millions)	1999	1998	1997
<S>	<C>	<C>	<C>
Segments' revenue	$ 32,112	$ 30,348	$30,192
Adjustments:			
Earnings associated with unassigned capital	407	245	253
Gains on sales of subsidiary companies	--	57	--
Other	2	--	(100)
Consolidated revenue	$ 32,521	$ 30,650	$30,345
Segments' net income	$ 7,872	$ 5,615	$ 6,589
Adjustments, net of taxes:			
Earnings associated with unassigned capital	251	157	158
Gains on sales of subsidiary companies	--	37	--
Gains on sales of securities	117	649	140
Merger-related charges, net	(358)	(1,325)	(264)
Other	--	32	(81)
Consolidated net income	$ 7,882	$ 5,165	$ 6,542
Segments' total assets	$ 568,401	$ 584,487	
Adjustments:			
Investment securities	58,310	63,311	
Elimination of excess earning asset allocations	(20,612)	(52,817)	
Other, net	26,475	22,698	
Consolidated total assets	$ 632,574	$ 617,679	

</TABLE>

The adjustments presented in the table above represent consolidated income, expense and asset balances not specifically allocated to individual business segments. In addition, reconciling items also include the effect of earnings allocations not assigned to specific business segments, as well as the related earning asset balances.

Note Eighteen - Bank of America Corporation (Parent Company Only)

The following tables present the Parent Company Only financial information:

Condensed Statement of Income

<TABLE>
<CAPTION>

	Year Ended December 31		
(Dollars in millions)	1999	1998	1997
<S>	<C>	<C>	<C>
Income			
Dividends from subsidiaries:			
Bank subsidiaries	$ 7,700	$4,795	$5,730
Other subsidiaries	171	202	728
Interest from subsidiaries	2,197	1,911	1,690
Other income	987	709	647
	11,055	7,617	8,795
Expense			
Interest on borrowed funds	2,626	2,805	2,529
Noninterest expense	1,155	835	632
	3,781	3,640	3,161
Income before income tax benefit and equity in undistributed earnings of subsidiaries	7,274	3,977	5,634
Income tax benefit	494	461	331
Income before equity in undistributed earnings of subsidiaries	7,768	4,438	5,965
Equity in undistributed earnings of subsidiaries:			
Bank subsidiaries	10	553	471
Other subsidiaries	104	174	106
	114	727	577
Net income	$ 7,882	$5,165	$6,542
Net income available to common shareholders	$ 7,876	$5,140	$6,431

</TABLE>

Condensed Balance Sheet

<TABLE>
<CAPTION>

(Dollars in millions)	December 31 1999	1998
Assets		
Cash held at bank subsidiaries	$15,932	$ 3,069
Temporary investments	1,458	1,525
Receivables from subsidiaries:		
Bank subsidiaries	12,292	10,456
Other subsidiaries	9,832	20,321
Investments in subsidiaries:		
Bank subsidiaries	49,476	48,984
Other subsidiaries	1,624	5,108
Other assets	3,693	4,190
Total assets	$94,307	$93,653
Liabilities and shareholders' equity		
Commercial paper and other notes payable	$ 7,146	$ 5,289
Accrued expenses and other liabilities	2,381	2,711
Payables to subsidiaries	4,486	6,004
Long-term debt	35,862	33,711
Shareholders' equity	44,432	45,938
Total liabilities and shareholders' equity	$94,307	$93,653

</TABLE>

Condensed Statement of Cash Flows

<TABLE>
<CAPTION>

(Dollars in millions)	Year Ended December 31 1999	1998	1997
Operating activities			
Net income	$ 7,882	$ 5,165	$ 6,542
Reconciliation of net income to net cash provided by operating activities:			
Equity in undistributed earnings of subsidiaries	(114)	(727)	(577)
Other operating activities	(191)	(412)	214
Net cash provided by operating activities	7,577	4,026	6,179
Investing activities			
Net (increase) decrease in temporary investments	(274)	632	4,037
Net decrease (increase) in receivables from subsidiaries	8,707	(6,145)	(2,814)
Additional capital investment in subsidiaries	485	3,752	60
Acquisitions of subsidiaries, net of cash	--	(822)	(194)
Other investing activities	--	(747)	191
Net cash provided by (used in) investing activities	8,918	(3,330)	1,280
Financing activities			
Net increase (decrease) in commercial paper and other notes payable	1,600	1,726	(400)
Proceeds from issuance of long-term debt	5,912	7,283	4,887
Retirement of long-term debt	(3,760)	(4,533)	(4,055)
Proceeds from issuance of common stock	1,158	1,367	1,892
Common stock repurchased	(4,858)	(1,751)	(8,540)
Redemption of preferred stock	--	(614)	(1,701)
Cash dividends paid	(3,199)	(1,990)	(2,175)
Other financing activities	(485)	(1,633)	182
Net cash used in financing activities	(3,632)	(145)	(9,910)
Net increase (decrease) in cash held at bank subsidiaries	12,863	551	(2,451)
Cash held at bank subsidiaries at January 1	3,069	2,518	4,969
Cash held at bank subsidiaries at December 31	$ 15,932	$ 3,069	$ 2,518

</TABLE>

On January 1, 1999, NationsCredit Corporation, a nonbank subsidiary, merged into Bank of America Corporation. In addition, during 1999, Bank of

America, FSB, a nonbank subsidiary, merged into Bank of America, N.A. and EquiCredit Corporation of America, also a nonbank subsidiary, became an indirect subsidiary of Bank of America, N.A. Amounts presented above for 1998 and 1997 have not been restated to reflect these transactions.

Note Nineteen - Performance by Geographic Area

Since the Corporation's operations are highly integrated, certain asset, liability, income and expense amounts must be allocated to arrive at total assets and total revenue by geographic area. The Corporation identifies its geographic performance based upon the business unit in which the assets are recorded and where the income is earned and the expenses are incurred. In certain circumstances, units may transact business with customers who are out of their immediate geographic area. For example, a U.S. domiciled unit may have made a loan to a borrower who resides in Latin America. In this instance, the loan and related income would be included in domestic activities. Translation gains, for those units in hyperinflationary economies, net of hedging, totaled $4 million in 1999, compared to translation losses of $12 million and $27 million in 1998 and 1997, respectively. These amounts, which are reported in other noninterest income, are included in the table below:

<TABLE>
<CAPTION>

(Dollars in millions)	Year	Total Assets(1) at December 31	Total Revenue(2) for the year ended December 31
<S>	<C>	<C>	<C>
Domestic (3)	1999	$583,390	$30,156
	1998	$551,800	$29,226
	1997	$511,085	$28,368
Asia	1999	20,923	1,023
	1998	22,108	765
	1997	26,187	924
Europe, Middle East and Africa	1999	20,152	641
	1998	32,590	256
	1997	27,220	533
Latin America and the Caribbean	1999	8,109	486
	1998	11,181	240
	1997	6,491	363
Total Foreign	1999	49,184	2,150
	1998	65,879	1,261
	1997	59,898	1,820
Total Consolidated	1999	$632,574	$32,306
	1998	$617,679	$30,487
	1997	$570,983	$30,188

</TABLE>

(1) Total assets includes long-lived assets, primarily all of which were located in the U.S.
(2) Total revenues includes net interest income plus noninterest income. There were no material intercompany revenues between geographic regions for any of the years presented.
(3) Includes the Corporation's Canadian operations, which had total assets of $1,202, $1,622 and $2,719 and total revenues of $29, $63 and $64 at and for the years ended December 31, 1999, 1998 and 1997, respectively.

Item 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

There were no changes in or disagreements with accountants on accounting and financial disclosure.

PART III

Item 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

Information set forth under the caption "Election of Directors" on pages 2 through 5 of the definitive 2000 Proxy Statement of the registrant furnished to stockholders in connection with its Annual Meeting to be held on April 25, 2000 (the "2000 Proxy Statement") with respect to the name of each nominee or director, that person's age, positions and offices with the registrant, business experience, directorships in other public companies, service on the registrant's Board and certain family relationships, and information set forth under the caption "Section 16(a) Beneficial Ownership Reporting Compliance" on page 8 of the 2000 Proxy Statement with respect to Section 16 matters, is hereby incorporated by reference. In addition, information set forth under the caption "Special Compensation Arrangements -- Employment Agreements with Messrs. Lewis, Hance and Murray" on page 13 of the 2000 Proxy Statement is hereby incorporated by reference. Additional information required by Item 10 with respect to executive officers is set forth in Part I, Item 4A hereof.

Item 11. EXECUTIVE COMPENSATION

Information with respect to current remuneration of executive officers, certain proposed remuneration to them, their options and certain indebtedness and other transactions set forth in the 2000 Proxy Statement (i) under the caption "Board of Directors' Compensation" on page 9 thereof, (ii) under the caption "Executive Compensation" on pages 10 and 11 thereof, (iii) under the caption "Retirement Plans" on page 12 thereof, (iv) under the caption "Deferred Compensation Plan" on pages 12 and 13 thereof, (v) under the caption "Special Compensation Arrangements" on page 13 thereof, (vi) under the caption "Compensation Committee Interlocks and Insider Participation" on page 17 thereof, and (vii) under the caption "Certain Transactions" on page 17 thereof, is, to the extent such information is required by Item 402 of Regulation S-K, hereby incorporated by reference.

Item 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The security ownership information required by Item 403 of Regulation S-K relating to persons who beneficially own five percent or more of the outstanding shares of Common Stock, ESOP Preferred Stock or 7% Cumulative Redeemable Preferred Stock, Series B, as well as security ownership information relating to directors, nominees and named executive officers individually and directors and executive officers as a group, is hereby incorporated by reference to the ownership information set forth under the caption "Security Ownership of Certain Beneficial Owners and Management" on pages 6 through 8 of the 2000 Proxy Statement.

Item 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Information with respect to relationships and related transactions between the registrant and any director, nominee for director, executive officer, security holder owning five percent or more of the registrant's voting securities or any member of the immediate family of any of the above, as set forth in the 2000 Proxy Statement under the caption "Compensation Committee Interlocks and Insider Participation" on page 17 and under the caption "Certain Transactions" on page 17 thereof, is, to the extent such information is required by Item 404 of Regulation S-K, hereby incorporated by reference.

PART IV

Item 14. EXHIBITS, FINANCIAL STATEMENT SCHEDULES AND REPORTS ON FORM 8-K

a. The following documents are filed as part of this report:

		Page
(1)	Financial Statements:	
	Report of Independent Accountants	53
	Consolidated Statement of Income for the years ended December 31, 1999, 1998 and 1997	54
	Consolidated Balance Sheet at December 31, 1999 and 1998	55
	Consolidated Statement of Cash Flows for the years ended December 31, 1999, 1998 and 1997	56
	Consolidated Statement of Changes in Shareholders' Equity for the years ended December 31, 1999, 1998 and 1997	57
	Notes To Consolidated Financial Statements	58
(2)	Schedules:	
	None	

b. The following report on Form 8-K was filed by the registrant during the quarter ended December 31, 1999:

Current Report on Form 8-K dated October 18, 1999 and filed October 22, 1999, Items 5 and 7.

c. The exhibits filed as part of this report and exhibits incorporated herein by reference to other documents are listed in the Index to Exhibits to this Annual Report on Form 10-K (pages E-1 through E-6, including executive compensation plans and arrangements which are identified separately by asterisk).

With the exception of the information herein expressly incorporated by reference, the 2000 Proxy Statement is not to be deemed filed as part of this Annual Report on Form 10-K.

SIGNATURES

Pursuant to the requirements of Section 13 of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

BANK OF AMERICA CORPORATION

Date: March 20, 2000

By: */s/ HUGH L. MCCOLL, JR.

Hugh L. McColl, Jr.
Chairman of the Board and
Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<TABLE>
<CAPTION>

Signature	Title	Date
<S>	<C>	<C>
*/s/HUGH L. McCOLL, JR. Hugh L. McColl, Jr.	Chairman of the Board, Chief Executive Officer and Director (Principal Executive Officer)	March 20, 2000
*/s/JAMES H. HANCE, JR. James H. Hance, Jr.	Vice Chairman, Chief Financial Officer and Director (Principal Financial Officer)	March 20, 2000
*/s/MARC D. OKEN Marc D. Oken	Executive Vice President and Principal Financial Executive (Principal Accounting Officer)	March 20, 2000
*/s/CHARLES W. COKER Charles W. Coker	Director	March 20, 2000
*/s/TIMM F. CRULL Timm F. Crull	Director	March 20, 2000
*/s/ALAN T. DICKSON Alan T. Dickson	Director	March 20, 2000
*/s/KATHLEEN F. FELDSTEIN Kathleen F. Feldstein	Director	March 20, 2000
*/s/PAUL FULTON Paul Fulton	Director	March 20, 2000
*/s/DONALD E. GUINN Donald E. Guinn	Director	March 20, 2000
*/s/RAY HOLMAN C. Ray Holman	Director	March 20, 2000
*/s/W. W. JOHNSON W. W. Johnson	Director	March 20, 2000

</TABLE>

<TABLE>
<CAPTION>

Signature	Title	Date
<S>	<C>	<C>
*/s/ KENNETH D. LEWIS Kenneth D. Lewis	President, Chief Operating Officer and Director	March 20, 2000
*/s/ WALTER E. MASSEY Walter E. Massey	Director	March 20, 2000
*/s/ RICHARD M. ROSENBERG Richard M. Rosenberg	Director	March 20, 2000
O. Temple Sloan, Jr.	Director	March , 2000
*/s/ MEREDITH R. SPANGLER Meredith R. Spangler	Director	March 20, 2000
*/s/ RONALD TOWNSEND Ronald Townsend	Director	March 20, 2000
*/s/ SOLOMON D. TRUJILLO Solomon D. Trujillo	Director	March 20, 2000
*/s/ JACKIE M. WARD Jackie M. Ward	Director	March 20, 2000
*/s/ VIRGIL R. WILLIAMS Virgil R. Williams	Director	March 20, 2000
*/s/ SHIRLEY YOUNG Shirley Young	Director	March 20, 2000
*By:/s/ CHARLES M. BERGER Charles M. Berger, Attorney-in-Fact		

</TABLE>

INDEX TO EXHIBITS

<TABLE>
<CAPTION>

Exhibit No.	Description
<S>	<C>
3(a)	Amended and Restated Certificate of Incorporation of registrant, as in effect on the date hereof, incorporated by reference to Exhibit 99.1 of registrant's Current Report on Form 8-K filed May 7, 1999.
(b)	Amended and Restated Bylaws of registrant, as in effect on the date hereof, incorporated by reference to Exhibit 99.2 of registrant's Current Report on Form 8-K filed May 7, 1999.
4(a)	Specimen certificate of registrant's Common Stock, incorporated by reference to Exhibit 4.13 of registrant's Registration No. 333-83503.
(b)	Specimen certificate of registrant's ESOP Convertible Preferred Stock, Series C, incorporated by reference to Exhibit 4(c) of registrant's Annual Report on Form 10-K dated March 25, 1992.
(c)	Specimen certificate of registrant's 7% Cumulative Redeemable Preferred Stock, Series B, incorporated by reference to Exhibit 4(c) of registrant's Annual Report on Form 10-K dated March 22, 1999 (the "1998 Form 10-K").
(d)	Indenture dated as of August 1, 1982 between registrant and Morgan Guaranty Trust Company of New York, pursuant to which registrant issued its 7 3/4% Debentures, due 2002, incorporated by reference to Exhibit 4.2 of registrant's Registration No. 2-78530; and First Supplemental Indenture

thereto dated as of September 18, 1998, incorporated by reference to Exhibit 4(e) of the 1998 Form 10-K.

(e) Indenture dated as of September 1, 1989 between registrant and The Bank of New York, pursuant to which registrant issued its 9 3/8% Subordinated Notes, due 2009; its 10.20% Subordinated Notes, due 2015; its 9 1/8% Subordinated Notes, due 2001; and its 8 1/8% Subordinated Notes, due 2002, incorporated by reference to Exhibit 4.1 of registrant's Registration No. 33-30717; and First Supplemental Indenture thereto dated as of August 28, 1998, incorporated by reference to Exhibit 4(f) of the 1998 Form 10-K.

(f) Indenture dated as of January 1, 1992 between registrant and BankAmerica Trust Company of New York, incorporated by reference to Exhibit 4.1 of registrant's Registration No. 33-54784; and First Supplemental Indenture thereto dated as of July 1, 1993 between registrant and BankAmerica National Trust Company (formerly BankAmerica Trust Company of New York), pursuant to which registrant issued its Senior Medium-Term Notes, Series A, B and C; and its 5 3/8% Senior Notes, due 2000, incorporated by reference to Exhibit 4.1 of registrant's Current Report on Form 8-K dated July 6, 1993; and Second Supplemental Indenture thereto dated as of September 18, 1998, incorporated by reference to Exhibit 4(g) of the 1998 Form 10-K.

(g) Indenture dated as of November 1, 1992 between registrant and The Bank of New York, pursuant to which registrant issued its 6 7/8% Subordinated Notes, due 2005, incorporated by reference to Exhibit 4.1 of registrant's Amendment to Application or Report on Form 8 dated March 1, 1993.

(h) First Supplemental Indenture dated as of July 1, 1993 to the Indenture dated as of November 1, 1992 between registrant and The Bank of New York, pursuant to which registrant issued its Subordinated Medium-Term Notes, Series A and B; its 6 1/2% Subordinated Notes, due 2003; and its 7 3/4% Subordinated Notes, due 2004, incorporated by reference to Exhibit 4.4 of registrant's Current Report on Form 8-K dated July 6, 1993; and Second Supplemental Indenture thereto dated as of August 28, 1998, incorporated by reference to Exhibit 4(i) of the 1998 Form 10-K.

(i) Indenture dated as of January 1, 1995 between registrant and BankAmerica National Trust Company, pursuant to which registrant issued its 7% Senior Notes, due 2003; its 7% Senior Notes, due 2001; its 5 3/4% Senior Notes, due 2001; its 6 3/8% Senior Notes, due 2005; its 6 1/8% Senior Notes, due 2004; its 5 7/8% Senior Notes, due 2009; its 6 5/8% Senior Notes, due 2004; and its Senior Medium-Term Notes, Series D, E, F, G and H, incorporated by reference to Exhibit 4.1 of registrant's Registration No. 33-57533; and First Supplemental Indenture thereto dated as of September 18, 1998, incorporated by reference to Exhibit 4.3 of registrant's Current Report on Form 8-K filed November 18, 1998.

</TABLE>

<TABLE>
<CAPTION>

Exhibit No.	Description
<S>	<C>
(j)	Indenture dated as of January 1, 1995 between registrant and The Bank of New York, pursuant to which registrant issued its 7 5/8% Subordinated Notes, due 2005; its 7 3/4% Subordinated Notes, due 2015; its 7 1/4% Subordinated Notes, due 2025; its 6 1/2% Subordinated Notes, due 2006; its 7.80% Subordinated Notes, due 2016; its 6 3/8% Subordinated Notes, due 2008; its 6.80% Subordinated Notes, due 2028; its 6.60% Subordinated Notes, due 2010; its 7.80% Subordinated Notes due 2010; and its Subordinated Medium-Term Notes, Series D, E, F, G and H, incorporated by reference to Exhibit 4.8 of registrant's Registration No. 33-57533; and First Supplemental Indenture thereto dated as of August 28, 1998, incorporated by reference to Exhibit 4.8 of registrant's Current Report on Form 8-K filed November 18, 1998.
(k)	Fiscal and Paying Agency Agreement dated as of July 5, 1995, between registrant and The Chase Manhattan Bank, N.A. (London Branch), pursuant to which registrant issued its Floating Rate Senior Notes, due 2000, incorporated by reference to Exhibit 4(l) of registrant's Annual Report on Form 10-K dated March 29, 1996 (the "1995 Form 10-K").
(l)	Amended and Restated Agency Agreement dated as of July 30, 1999 between registrant, Bank of America, N.A., The Chase Manhattan Bank (London Branch) and The Chase Manhattan Bank Luxembourg S.A.
(m)	Issuing and Paying Agency Agreement dated as of July 30, 1999 between Bank of America, N.A., as Issuer, and Bankers Trust Company, as Issuing and Paying Agent.
(n)	Indenture dated as of November 27, 1996 between registrant and The Bank of New York, incorporated by reference to Exhibit 4.10 of registrant's Registration No. 333-15375.
(o)	First Supplemental Indenture dated as of December 4, 1996 to the Indenture dated as of November 27, 1996 between registrant and The Bank of New York pursuant to which registrant issued its 7.84% Junior Subordinated Deferrable Interest Notes due 2026, incorporated by reference to Exhibit 4.3 of registrant's Current Report on Form 8-K dated November 27, 1996.
(p)	Second Supplemental Indenture dated as of December 17, 1996 to the Indenture dated as of November 27, 1996 between registrant and The Bank of New York pursuant to which registrant issued its 7.83% Junior Subordinated Deferrable Interest Notes due 2026, incorporated by reference to Exhibit 4.3 of

registrant's Current Report on Form 8-K dated December 10, 1996.

(q) Third Supplemental Indenture dated as of February 3, 1997 to the Indenture dated as of November 27, 1996 between registrant and The Bank of New York pursuant to which registrant issued its Floating Rate Junior Subordinated Deferrable Interest Notes due 2027, incorporated by reference to Exhibit 4.3 of registrant's Current Report on Form 8-K dated January 22, 1997.

(r) Fourth Supplemental Indenture dated as of April 22, 1997 to the Indenture dated as of November 27, 1996 between registrant and The Bank of New York pursuant to which registrant issued its 8 1/4% Junior Subordinated Deferrable Interest Notes, due 2027, incorporated by reference to Exhibit 4.3 of registrant's Current Report on Form 8-K dated April 15, 1997.

(s) Fifth Supplemental Indenture dated as of August 28, 1998 to the Indenture dated as of November 27, 1996 between registrant and The Bank of New York, incorporated by reference to Exhibit 4(t) of the 1998 Form 10-K.

(t) Indenture dated as of November 27, 1996, between Barnett Banks, Inc. and The First National Bank of Chicago, as Trustee, and First Supplemental Indenture dated as of January 9, 1998, among registrant, NB Holdings Corporation, Barnett Banks, Inc. and The First National Bank of Chicago, as Trustee, pursuant to which registrant (as successor to Barnett Banks, Inc.) issued its 8.06% Junior Subordinated Debentures, due 2026, incorporated by reference to Exhibit 4(u) of registrant's Annual Report on Form 10-K dated March 13, 1998 (the "1997 Form 10-K").

</TABLE>

<TABLE>
<CAPTION>
Exhibit No. Description
- ------------- --
<S> <C>

(u) Indenture dated as of September 1, 1990 between the former BankAmerica Corporation and Chase Manhattan Bank and Trust Company, N. A. (formerly Manufacturers Hanover Trust Company of California), pursuant to which registrant (as successor to the former BankAmerica Corporation) issued its Subordinated Medium Term Notes, Series E; its 9.375% Subordinated Notes due 2001; its 10.00% Subordinated Notes due 2003; its 9.625% Subordinated Notes due 2001; its 9.50% Subordinated Notes due 2001; and its 9.20% Subordinated Notes due 2003; and First Supplemental Indenture thereto dated as of September 15, 1998, incorporated by reference to Exhibit 4(v) of the 1998 Form 10-K.

(v) Indenture dated as of November 1, 1991 between the former BankAmerica Corporation and Chase Manhattan Bank and Trust Company, N. A. (formerly Manufacturers Hanover Trust Company of California), pursuant to which registrant (as successor to the former BankAmerica Corporation) issued its 8.125% Subordinated Notes due 2002; its 7.75% Subordinated Notes due 2002; its 8.375% Subordinated Notes due 2002; its 7.50% Subordinated Notes due 2002; its 7.20% Subordinated Notes due 2002; its 7.875% Subordinated Notes due 2002; its 6.85% Subordinated Notes due 2003; its 6.875% Subordinated Notes due 2003; its Floating Subordinated Notes due 2003; its 7.20% Subordinated Notes due 2006; its 7.625% Subordinated Notes due 2004; its 8.125% Subordinated Notes due 2004; its 8.95% Subordinated Notes due 2004; its 6.75% Subordinated Notes due 2005; its 6.20% Subordinated Notes due 2006; its 7.125% Subordinated Notes due 2006; its 6.625% Subordinated Notes due 2007; its 6.625% Subordinated Notes due 2007; its 7.125% Subordinated Notes due 2009; its 7.125% Subordinated Notes due 2011; and its 6.25% Subordinated Notes due 2008; First Supplemental Indenture thereto dated as of September 8, 1992; and Second Supplemental Indenture thereto dated as of September 15, 1998, incorporated by reference to Exhibit 4(w) of the 1998 Form 10-K.

(w) Indenture dated as of November 1, 1991 between the former BankAmerica Corporation and U.S. Bank Trust, N. A. (successor to Bankers Trust Company of California, National Association, and First Trust of California, National Association), pursuant to which registrant (as successor to the former BankAmerica Corporation) issued its 6.65% Note due 2001; its 6.625% Note due 2001; and its Senior Medium-Term Notes, Series H and I; First Supplemental Indenture thereto dated as of August 1, 1994; and Second Supplemental Indenture thereto dated as of September 30, 1998, incorporated by reference to Exhibit 4(x) of the 1998 Form 10-K.

(x) Second Amended and Restated Agency Agreement dated as of November 15, 1996 between the former BankAmerica Corporation and First Trust of New York, National Association, pursuant to which registrant (as successor to the former BankAmerica Corporation) issued its Senior and Subordinated Euro Medium-Term Notes; and Amendment thereto dated as of September 30, 1998, incorporated by reference to Exhibit 4(y) of the 1998 Form 10-K.

(y) Junior Subordinated Indenture dated as of November 27, 1996 between the former BankAmerica Corporation and Bankers Trust Company, pursuant to which registrant (as successor to the former BankAmerica Corporation) issued its 8.07% Series A Preferred Securities due 2026; and its 7.70% Series B Preferred Securities due 2026; and First Supplemental Indenture thereto dated as of September 15, 1998, incorporated by reference to Exhibit 4(z) of the 1998 Form 10-K.

(z) Junior Subordinated Indenture dated as of December 20, 1996 between the former BankAmerica Corporation and Bankers Trust Company, pursuant to

which registrant (as successor to the former BankAmerica Corporation) issued its 7.75% Trust Originated Preferred Securities, Series 1 due 2026; its 8.00% Cumulative Semi-Annual Income Preferred Securities, Series 2 due 2026; its Floating Rate Capital Securities, Series 3 due 2027; and its 7.00% Trust Originated Preferred Securities, Series 4 due 2028; and First Supplemental Indenture thereto dated as of September 15, 1998, incorporated by reference to Exhibit 4(aa) of the 1998 Form 10-K.
</TABLE>

<TABLE>
<CAPTION>

Exhibit No.	Description	
<S>	<C>	<C>
The registrant has other long-term debt agreements, but these are not material in amount. Copies of these agreements will be furnished to the Commission on request.		
10(a)	NationsBank Corporation and Designated Subsidiaries Directors' Retirement Plan, incorporated by reference to Exhibit 10(f) of registrant's Annual Report on Form 10-K dated March 27, 1991; Amendment thereto dated as of September 28, 1994, incorporated by reference to Exhibit 10(i) of registrant's Annual Report on Form 10-K dated March 30, 1995; and Amendment thereto dated as of April 24, 1996, incorporated by reference to Exhibit 10(g) of registrant's Annual Report on Form 10-K dated March 28, 1997 (the "1996 Form 10-K").	*
(b)	NationsBank Corporation and Designated Subsidiaries Supplemental Executive Retirement Plan, incorporated by reference to Exhibit 10(j) of registrant's Annual Report on Form 10-K dated March 30, 1995; Amendment thereto dated as of June 28, 1989, incorporated by reference to Exhibit 10(g) of registrant's Annual Report on Form 10-K dated March 28, 1990; Amendment thereto dated as of June 27, 1990, incorporated by reference to Exhibit 10(g) of registrant's Annual Report on Form 10-K dated March 27, 1991; Amendment thereto dated as of July 21, 1991, incorporated by reference to Exhibit 10(bb) of registrant's Annual Report on Form 10-K dated March 25, 1992; Amendments thereto dated as of December 3, 1992 and December 15, 1992, both of which are incorporated by reference to Exhibit 10(l) of registrant's Annual Report on Form 10-K dated March 24, 1993; Amendment thereto dated as of September 28, 1994, incorporated by reference to Exhibit 10(j) of registrant's Annual Report on Form 10-K dated March 30, 1995; Amendments thereto dated March 27, 1996 and June 25, 1997, incorporated by reference to Exhibit 10(c) of the 1997 Form 10-K; Amendments thereto dated April 10, 1998, June 24, 1998 and October 1, 1998, incorporated by reference to Exhibit 10(b) of the 1998 Form 10-K; and Amendment thereto dated December 14, 1999.	*
(c)	NationsBank Corporation and Designated Subsidiaries Deferred Compensation Plan for Key Employees, incorporated by reference to Exhibit 10(k) of registrant's Annual Report on Form 10-K dated March 30, 1995; Amendment thereto dated as of June 28, 1989, incorporated by reference to Exhibit 10(h) of registrant's Annual Report on Form 10-K dated March 28, 1990; Amendment thereto dated as of June 27, 1990, incorporated by reference to Exhibit 10(h) of registrant's Annual Report on Form 10-K dated March 27, 1991; Amendment thereto dated as of July 21, 1991, incorporated by reference to Exhibit 10(bb) of registrant's Annual Report on Form 10-K dated March 25, 1992; Amendment thereto dated as of December 3, 1992, incorporated by reference to Exhibit 10(m) of registrant's Annual Report on Form 10-K dated March 24, 1993; and Amendments thereto dated April 10, 1998 and October 1, 1998 (filed as Exhibit 10(b) hereto).	*
(d)	NationsBank Corporation and Designated Subsidiaries Supplemental Retirement Plan, incorporated by reference to Exhibit 10(o) of registrant's Annual Report on Form 10-K dated March 30, 1994; Amendment thereto dated as of June 28, 1989, incorporated by reference to Exhibit 10(k) of registrant's Annual Report on Form 10-K dated March 28, 1990; Amendment thereto dated as of June 27, 1990, incorporated by reference to Exhibit 10(k) of registrant's Annual Report on Form 10-K dated March 27, 1991; Amendment thereto dated as of July 21, 1991, incorporated by reference to Exhibit 10(bb) of registrant's Annual Report on Form 10-K dated March 25, 1992; Amendments thereto dated as of December 3, 1992 and December 4, 1992, both of which are incorporated by reference to Exhibit 10(p) of registrant's Annual Report on Form 10-K dated March 24, 1993; Amendment thereto dated as of July 5, 1995, incorporated by reference to Exhibit 10(l) of the 1995 Form 10-K; and Amendments thereto dated April 10, 1998 and October 1, 1998 (filed as Exhibit 10(b) hereto).	*
(e)	Split Dollar Agreement dated as of February 1, 1990 between registrant and Hugh L. McColl III, as Trustee for the benefit of Hugh L. McColl, Jr. and Jane S. McColl, incorporated by reference to Exhibit 10(s) of registrant's Annual Report on Form 10-K dated March 27, 1991.	*

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Exhibit No.	Description	
<S>	<C>	<C>
(f)	NationsBank Corporation Benefit Security Trust dated as of June 27, 1990, incorporated by reference to Exhibit 10(t) of registrant's Annual Report on Form 10-K dated March 27, 1991; First Supplement thereto dated as of November 30, 1992, incorporated by reference to Exhibit 10(v) of registrant's Annual Report on Form 10-K dated March 24, 1993; and Trustee Removal/ Appointment Agreement dated as of December 19, 1995, incorporated by reference to Exhibit 10(o) of the 1995 Form 10-K.	*
(g)	The NationsBank 401(k) Restoration Plan, as amended and restated effective April 1, 1998 and as further amended and restated effective July 1, 1998, incorporated by reference to Exhibit 10(g) of the 1998 Form 10-K.	*
(h)	Bank of America Executive Incentive Compensation Plan, as amended and restated effective April 1, 1998, incorporated by reference to Exhibit 10(h) of the 1998 Form 10-K.	*
(i)	Bank of America Director Deferral Plan, as amended and restated effective January 27, 1999, incorporated by reference to Exhibit 10(i) of the 1998 Form 10-K.	*
(j)	NationsBank Corporation Directors' Stock Plan, incorporated by reference to Exhibit 99.1 of registrant's Registration No. 333-02875.	*
(k)	Amendment to Restricted Stock Award Plan Agreements with Hugh L. McColl, Jr. dated December 20, 1996, incorporated by reference to Exhibit 10(x) of the 1996 10-K.	*
(l)	Bank of America Corporation Key Employee Stock Plan, as amended and restated effective September 24, 1998, incorporated by reference to Exhibit 10(a) of registrant's Quarterly Report on Form 10-Q dated November 16, 1998 (the "Third Quarter 1998 Form 10-Q").	*
(m)	BankAmerica Corporation and Bank of America National Trust and Savings Association Deferred Compensation Plan for Directors, as amended and restated, incorporated by reference to Exhibit 10(b) of the Third Quarter 1998 Form 10-Q.	*
(n)	BankAmerica Deferred Compensation Plan as amended and restated, incorporated by reference to Exhibit 10(c) of the Third Quarter 1998 Form 10-Q.	*
(o)	BankAmerica Corporation Senior Management Incentive Plan, as amended, incorporated by reference to Exhibit 10(d) of the Third Quarter 1998 Form 10-Q.	*
(p)	BankAmerica Supplemental Retirement Plan, as amended and restated, incorporated by reference to Exhibit 10(e) of the Third Quarter 1998 Form 10-Q.	*
(q)	BankAmerica Corporation Performance Equity Program, incorporated by reference to Exhibit 99.1 of Post-Effective Amendment No. 3 to registrant's Registration No. 333-60553.	*
(r)	BankAmerica Corporation 1992 Management Stock Plan, incorporated by reference to Exhibit 99.2 of Post-Effective Amendment No. 3 to registrant's Registration No. 333-60553.	*
(s)	BankAmerica Corporation 1987 Management Stock Plan, incorporated by reference to Exhibit 99.3 of Post-Effective Amendment No. 3 to registrant's Registration No. 333-60553.	*
(t)	Continental Bank Corporation 1991 Equity Performance Incentive Plan, incorporated by reference to Exhibit 99.5 of Post-Effective Amendment No. 3 to registrant's Registration No. 333-60553.	*
(u)	Continental Bank Corporation 1982 Performance Restricted Stock and Stock Option Plan, incorporated by reference to Exhibit 99.1 of Post-Effective Amendment No. 4 to registrant's Registration No. 333-60553.	*
(v)	Split Dollar Life Insurance Agreement dated as of October 15, 1998 between registrant and NationsBank, N. A., as Trustee under that certain Irrevocable Trust Agreement dated October 2, 1998, by and between Hugh L. McColl, Jr., as Grantor, and NationsBank, N. A., as Trustee, incorporated by reference to Exhibit 10(cc) of the 1998 Form 10-K.	*

</TABLE>

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Exhibit No.	Description	
<S>	<C>	<C>
(w)	Split Dollar Life Insurance Agreement dated as of October 16, 1998 between registrant and NationsBank, N. A., as Trustee under that certain Irrevocable Trust Agreement No. 2 dated October 1, 1998, by and between James H. Hance, Jr., as Grantor, and NationsBank, N. A., as Trustee, incorporated by reference to Exhibit 10(dd) of the 1998 Form 10-K.	*
(x)	Split Dollar Life Insurance Agreement dated as of September 28, 1998 between registrant and J. Steele Alphin, as Trustee under that certain Irrevocable Trust Agreement dated June 23, 1998, by and between Kenneth D. Lewis, as Grantor, and J. Steele Alphin, as Trustee, incorporated by reference to Exhibit 10(ee) of the 1998 Form 10-K.	*
(y)	Employment Agreement dated as of April 10, 1998 between registrant and James H. Hance, Jr., incorporated by reference to Exhibit 10.4 of registrant's Registration No. 333-60553.	*

(z)	Employment Agreement dated as of April 10, 1998 between registrant and Kenneth D. Lewis, incorporated by reference to Exhibit 10.5 of registrant's Registration No. 333-60553.	*
(aa)	Employment Agreement dated as of April 10, 1998 between registrant and Michael J. Murray, incorporated by reference to Exhibit 10.2 of registrant's Registration No. 333-60553.	*
(bb)	Agreement and Plan of Reorganization by and between registrant and the former BankAmerica Corporation, dated as of April 10, 1998, incorporated by reference to Exhibit 2.1 of registrant's Registration No. 333-60553.	
(cc)	Plan of Reincorporation Merger by and between registrant and NationsBank (DE) Corporation, dated as of August 3, 1998, incorporated by reference to Exhibit 2.2 of registrant's Registration No. 333-60553.	
(dd)	Split Dollar Life Insurance Agreement dated as of August, 1999 between registrant and Bank of America, N.A., as Trustee under The Vandiver Family Trust Dated August 12, 1999.	*
(ee)	Split Dollar Life Insurance Agreement dated as of December 31, 1999 between registrant and Bank of America, N.A., as Trustee under the Michael J. Murray and Christine A. Murray 1999 Irrevocable Trust dated December 11, 1999.	*
11	Earnings per share computation. Included in Note 10 of the consolidated financial statements.	
12	(a) Ratio of Earnings to Fixed Charges.	
	(b) Ratio of Earnings to Fixed Charges and Preferred Dividends.	
21	List of Subsidiaries.	
23	Consent of PricewaterhouseCoopers LLP.	
24	(a) Power of Attorney.	
	(b) Corporate Resolution.	
27	Financial Data Schedule.	

</TABLE>

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* Denotes executive compensation plan or arrangement.

Exhibit 4(m)

AMENDED AND RESTATED

ISSUING AND PAYING AGENCY AGREEMENT

between

BANK OF AMERICA, N.A.,
as Issuer

and

BANKERS TRUST COMPANY,
as Issuing and Paying Agent,

Dated as of July 30, 1999

SHORT-TERM AND MEDIUM-TERM NOTES

Due 7 Days or More From Date of Issue

Table of Contents

<TABLE>
<CAPTION>
Page

<S> <C> <C>

SECTION 1.	Definitions		1
SECTION 2.	Appointment of Agents		6
	(a)	Issuing and Paying Agent	6
	(b)	Selling Agents	7
	(c)	Registrar	7
	(d)	Transfer Agents	7
	(e)	Calculation Agents	8
SECTION 3.	The Notes		8
	(a)	Note Form; Signature	8
	(b)	Denominations	10
	(c)	Completion of Notes	11
	(d)	Date	11
	(e)	Certificate of Authentication	11
	(f)	Original Issue Discount Notes	11
	(g)	Custody of Notes	11
	(h)	Certificated Notes	11
SECTION 4.	Authorized Representatives		11
SECTION 5.	Completion, Authentication and Delivery of Notes		12
SECTION 6.	Procedure Upon Sale of the Notes		15
SECTION 7.	Payment of Interest; Actions on Days Other than Business Days		15
SECTION 8.	Payment of Principal		16
SECTION 9.	Designation of Accounts to Receive Payment		16
SECTION 10.	Information Regarding Amounts Due		17
SECTION 11.	Specified Currency Notes		17
SECTION 12.	Deposit of Funds		17
SECTION 13.	Optional Redemption		17
	(a)	Optional Redemption	17
	(b)	Optional Repayment	18
	(c)	Optional Extension of Maturity	18
	(d)	Optional Renewal	19
SECTION 14.	Events of Default		20

SECTION 15.	Registration; Transfer	21
SECTION 16.	Persons Deemed Owners	22
SECTION 17.	Mutilated, Lost, Stolen or Destroyed Notes	22
SECTION 18.	Return of Unclaimed Funds	23
SECTION 19.	Amendment or Supplement	23
SECTION 20.	Resignation or Removal of Agents; Appointment of Successors to Agents	24
	(a) Resignation or Removal of Agent	24
	(b) Appointment of Successor to Agent	25
	(c) Successor of Agent	25
	(d) Merger, Etc. of Agent	26
	(e) Change in Duties of an Agent	26
	(f) Additional Agents	26
SECTION 21.	Reliance on Instructions	26
SECTION 22.	Cancellation of Unissued Notes	26
SECTION 23.	Representation and Warranties of the Issuer; Instructions by Certificate	26
SECTION 24.	Fees	27
SECTION 25.	Notices	27
SECTION 26.	Information Furnished by the Issuing and Paying Agent	28
SECTION 27.	Liability	29
SECTION 28.	Additional Responsibilities; Attorneys Fees	29
SECTION 29.	Transfer of Notes and Moneys	29
SECTION 30.	Indemnity	30
SECTION 31.	Limitation of Liability; Reliance on Opinions and Certificates	31
SECTION 32.	Benefit of Agreement	31
SECTION 33.	Governing Law	32
SECTION 34.	Headings and Table of Contents	32
SECTION 35.	Counterparts	32
SECTION 36.	Termination of Prior Issuing and Paying Agent Agreements	32
EXHIBIT A	Forms of DTC Letters of Representations	34
EXHIBIT B	Administrative Procedures	35
EXHIBIT C	Form of Face of Fixed Rate Note	36
EXHIBIT D	Form of Face of Floating Rate Note	37
EXHIBIT E	Form of Face of Indexed Note	
EXHIBIT F	Form of Legend for Original Issue Discount Notes	38
EXHIBIT G	Bank of America, N.A. Authorized Representatives	39
EXHIBIT H	Form of Issuing and Paying Agent's Officer's Certificate Referencing Authorized Representatives	40

</TABLE>

BANK OF AMERICA, N.A.

SHORT-TERM AND MEDIUM-TERM NOTES
AMENDED AND RESTATED
ISSUING AND PAYING AGENCY AGREEMENT

AMENDED AND RESTATED ISSUING AND PAYING AGENCY AGREEMENT dated as of July 30, 1999 between BANK OF AMERICA, N.A., a national banking association organized under the laws of the United States, as Issuer and as successor to NationsBank, N.A., and BANKERS TRUST COMPANY, a New York banking corporation, as

Issuing and Paying Agent, amending and restating that certain Issuing and Paying Agency Agreement dated as of May 19, 1998, between NationsBank, N.A., and Bankers Trust Company.

SECTION 1 DEFINITIONS. Except as otherwise expressly provided herein or in the applicable Note or unless the context otherwise requires: (1) the words and phrases with initial capitals used herein have the meanings specified in this Section; and (2) the words "herein," "hereof" and "hereunder" and other words of similar impact refer to this Issuing and Paying Agency Agreement as a whole and not to any particular section or other subdivision. Capitalized terms used herein but not otherwise defined herein shall have the same meaning and intention specified therefor in the applicable Note.

ADDITIONAL RESPONSIBILITIES - Has the meaning given such term in Section 28.

ADMINISTRATIVE PROCEDURES - The Administrative Procedures applicable to the Notes, as set forth in Exhibit B hereto.

AGENT OR AGENTS - Any of the Issuing and Paying Agent, any paying agent or the Registrar, as the context indicates.

AGREEMENT - This Issuing and Paying Agency Agreement, including the exhibits hereto, as amended or supplemented from time to time.

AMORTIZING NOTE - Any Note the terms of which provide for the payment of Principal thereof and interest thereon on each Interest Payment Date and the Stated Maturity thereof.

AUTHORIZED DENOMINATION - Has the meaning given such term in Section 3 (b)

AUTHORIZED REPRESENTATIVE - With respect to the Issuer, any duly authorized representative of the Issuer as set forth in Exhibit F hereto, and any other representative of the Issuer as to which the Issuer may hereafter certify in writing to the Issuing and Paying Agent.

BUSINESS DAY - Unless otherwise specified in a Pricing Supplement relating to a particular Note, with respect to any Note issued by the Issuer, any day that is not a Saturday or Sunday and that is not a day on which banking institutions in The City of New York, New York or Charlotte, North Carolina (or, if the Issuing and Paying Agent is other than Bankers Trust Company, the city in which such successor Issuing and Paying Agent's principal office is located) are generally authorized or obligated by law to close. With respect to LIBOR Notes (as described herein), "Business Day" means London Business Day. If a particular Note is

denominated in or indexed to a Specified Currency other than U.S. dollars, "Business Day" means any day that is not a Saturday or Sunday and that is not a day on which banking institutions in The City of New York or Charlotte, North Carolina and the principal financial center of the country issuing the Specified Currency are generally authorized or obligated by law or regulation to close and is a day on which banking institutions in such principal financial center are carrying out transactions in such Specified Currency and, if such Note is denominated in euros, is a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System is open.

CALCULATION AGENT - With respect to Notes issued by the Issuer, such person appointed by the Issuer to calculate the interest rates applicable to Floating Rate Notes or certain other Notes, and for certain related matters, as more fully described in Section 2 (e).

CERTIFICATE OF AUTHENTICATION - Has the meaning given such term in Section 3 (e).

CERTIFICATED NOTES - Any Notes issued in fully registered, certificated form.

COMPONENTS - Has the meaning given such term in Section 11(d).

DEPOSITARY - With respect to Notes issued in the form of one or more Global Notes, the Person designated as Depositary by the Issuer thereof pursuant hereto, which Depositary at all times shall be a trust company validly existing and in good standing (at the time of its appointment) under the laws of the United States or any state thereof and shall be a clearing agency duly registered under the Securities Exchange Act.

DISTRIBUTION AGREEMENT - The Amended and Restated Distribution Agreement, dated as of July 30, 1999, among the Issuer, Banc of America Securities LLC, Credit Suisse First Boston Corporation, Lehman Brothers Inc. (including its affiliate Lehman Commercial Paper Inc.), Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley & Co. Incorporated and Salomon Smith Barney Inc., as amended and supplemented from time to time.

DTC - The Depository Trust Company or its successors and assigns.

EVENT OF DEFAULT - Has the meaning given such term in Section 14.

EXTENSION NOTICE - The notice to be provided to Holders of Notes the Stated Maturity of which is extended by the Issuer as provided in Section 13(c) hereof.

EXTENSION PERIOD(S) - The period or periods, by which the Issuer may extend the Stated Maturity of Notes which provide for such extension, as described more fully in Section 13(c) hereof.

FINAL MATURITY DATE - The latest date designated on the face of a Note which provides for the maturity thereof.

FIXED RATE NOTES - Any Notes bearing interest at fixed rates and substantially in the form of Exhibit C hereto.

FLOATING RATE NOTES - Any Notes bearing interest at a variable rate or rates determined by reference to an interest rate formula, which may be adjusted by adding or subtracting a number of basis points or "spread" specified by the Issuer on the related Floating Rate Note as being applicable to such Floating Rate Note and/or by multiplying a percentage or "spread multiplier" specified by the Issuer thereof on the related Floating Rate Note as being applicable to such Floating Rate Note and substantially in the form of Exhibit D.

GLOBAL NOTE - A Note, in the form provided by Section 3(a), issued to the Depositary or its nominee, and registered in the Register in the name of the Depositary or its nominee.

HOLDER - Means the person in whose name a Note is registered in the Register.

INDEXED NOTES- Any Notes pursuant to which the amount of principal, premium, if any, or interest payable is to be determined with reference to one or more specified commodities or loans or stocks or other securities, or any combination or basket of the foregoing, or the exchange rate of one or more specified currencies (including composite currencies), or another index, formula or other method and substantially in the form of Exhibit E.

INITIAL MATURITY DATE - Has the meaning given such term in Section 13(d).

INITIAL REDEMPTION DATE - With respect to a Note that is subject to an Optional Redemption, the date specified as the Initial Redemption Date on such Note and after which, but prior to the Stated Maturity, an Optional Redemption of such Note may occur as specified in such Note.

INITIAL RENEWAL DATE - Has the meaning given such term in Section 13(d).

INTEREST PAYMENT DATE - A date for payment of interest on a Note, as provided in the Note.

ISSUER - Bank of America, N.A., a national banking association, and its successors and assigns is referred to herein as the "Issuer".

ISSUING AND PAYING AGENT - Bankers Trust Company, or any successor Issuing and Paying Agent appointed in accordance with this Agreement under Section 20 that has accepted such appointment hereunder.

LETTERS OF REPRESENTATIONS - The letters from the Issuing and Paying Agent and Bank, as appropriate, to be furnished to DTC in accordance with Section 2(a) hereof, substantially in the forms set forth in Exhibit A hereto.

LONDON BUSINESS DAY - Any day on which dealings in deposits in U.S. dollars are transacted in the London inter-bank market.

NEW MATURITY DATE - Has the meaning given such term in Section 13(d).

NOTE OR NOTES - Any of the Issuer's Short-Term Notes or Medium-Term Notes issued, authenticated and delivered under this Agreement.

OFFERING CIRCULAR - The Offering Circular of the Issuer relating to the Notes dated July 30, 1999 as the same may be amended or supplemented from time to time.

OFFICER'S CERTIFICATE - With respect to the Issuer, a certificate (i) signed by the Chairman of the Board, the President, or any Executive Vice President or Senior Vice President of the Issuer or such other persons as the Issuer designates in an Officer's Certificate signed by the President or any Vice President, and (ii) delivered to the Issuing and Paying Agent.

OPTIONAL REDEMPTION - A redemption of a Note on or after the date designated on such Note as the Initial Redemption Date at the option of the

Issuer as set forth in such Note at a Redemption Price as set forth in such Note.

ORIGINAL ISSUE DATE - As to any Note, the date on which such Note was issued and the purchase price therefore was paid by the related Holder.

ORIGINAL ISSUE DISCOUNT NOTE - Any Note issued at an issue price representing more than a de minimis discount from the principal amount payable at its Stated Maturity for federal income tax purposes.

ORIGINAL STATED MATURITY - Has the meaning given such term in Section 13(c).

OUTSTANDING - For purposes of the provisions of this Agreement and the Notes, any Note authenticated and delivered pursuant to this Agreement shall, as of any date of determination, be deemed to be "Outstanding," except: (i) Notes theretofore canceled or delivered to the Issuing and Paying Agent for cancellation; (ii) Notes that have become due and payable on their Principal Payment Date and with respect to which monies sufficient to pay the Principal or Redemption Price thereof, as the case may be, and interest thereon shall have been made available to the Issuing and Paying Agent; or (iii) Notes in lieu of or in substitution for which other Notes shall have been authenticated and delivered pursuant to this Agreement.

PAYMENT DATE - A date for payment of Principal of and interest on an Amortizing Note as provided in the Note.

PERSON - Any legal person, including any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency, instrumentality or political subdivision thereof.

PREDECESSOR NOTES - With respect to any particular Note, every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purpose of this definition, any Note authenticated and delivered under Section 17 or the terms of a Note in lieu of or in exchange for a mutilated, lost, destroyed, or stolen Note shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Note, and any Note issued upon registration of transfer of or in exchange for any other Note shall be deemed to evidence all or a portion of the same debt evidenced by such other Note.

PREPAYMENT OPTION DATES - If specified on the applicable Note, a date or dates for prepayment of a Note prior to the Stated Maturity thereof at the option of the Holder.

PREPAYMENT OPTION PRICE - The amount prepayable to a Holder on a Prepayment Option Date together with any accrued interest to the Prepayment Option Date, as and if specified above on the applicable Note.

PRICING SUPPLEMENT - A supplement to the Offering Circular for a particular Note or Notes.

PRINCIPAL - The amount of a Note due and payable on the Stated Maturity therefor or, in the case of an Amortizing Note, the "Amortized Face Amount" (as specified in the Note).

PRINCIPAL OFFICE - Subject to the right of each to change its office, by advance written notice to the Issuer, such term means, (1) for the Issuing and Paying Agent, its principal corporate trust office at Four Albany Street, 4th floor, New York, New York 10006, Attention: Corporate Trust and Agency Group; and (2) for any successor or additional Agents, their offices specified in writing to the Issuer and the Issuing and Paying Agent.

PRINCIPAL PAYMENT DATE - The date provided on the face of the Note on which the Principal, or Redemption Price of the Note, as the case may be, becomes due and payable.

REDEMPTION PRICE - With respect to any Note subject to an Optional Redemption, the amount specified in such Note as payable, when such Note is redeemed on or after the Initial Redemption Date, pursuant to the related Note.

REGISTER - The register for the registration and transfer of the Notes maintained by the Issuing and Paying Agent pursuant to Section 15 hereof.

REGISTRAR - Bankers Trust Company, or any successor or successors as Registrar, appointed in accordance with Section 20 hereof, who shall perform the duties provided under Section 2(c) hereof.

REGULAR RECORD DATE - With respect to any Note, unless otherwise specified in such Note, the Regular Record Date with respect to any Interest Payment Date or Payment Date shall be the date that is the fifteenth calendar day (whether or not a Business Day) prior to the applicable Interest Payment Date or Payment Date, as the case may be.

RENEWABLE NOTE - A Note the maturity of which may be renewed at the option of the Holder in accordance with the terms thereof.

RENEWAL DATE - Has the meaning given such term in Section 13 (d).

SECURITIES EXCHANGE ACT - The Securities Exchange Act of 1934, as amended.

SELLING AGENT - Any party, other than the Issuer, to the Distribution Agreement, including any party added to such agreement after its initial date of execution. The initial Selling Agents are: Banc of America Securities LLC, Credit Suisse First Boston Corporation, Lehman Brothers Inc. (including its affiliate, Lehman Commercial Paper Inc.), Merrill Lynch & Co., Merrill,

Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley & Co., Incorporated and Salomon Smith Barney Inc.

SPECIAL ELECTION INTERVAL - A period during which, if so specified on the applicable Renewable Note, on the Interest Payment Date occurring in the last month of each such Special Election Interval after an Initial Renewal Date, the term of the Note may be extended to the Interest Payment Date occurring in the last month in a period equal to twice the Special Election Interval after the applicable Renewal Date, if the Holder of such Note elects to extend the term of the Note or any portion thereof as provided in such Note.

SPECIAL ELECTION PERIOD - A period, if specified on the applicable Note, during which the Holder of such Note may elect to renew the term of the Note, or if provided in the applicable Note, any portion thereof, by delivering a notice to such effect to the Issuing and Paying Agent.

SPECIFIED CURRENCY - The currency in which such Note is denominated if such currency is denominated in a composite currency, currency unit or a currency other than U.S. dollars.

SPECIFIED CURRENCY NOTE - A Note, which pursuant to the terms specified thereon, is denominated in a Specified Currency.

STATED MATURITY - As to any Note or any installment of Principal thereof or interest thereon, the date specified therein as the fixed date on which the Principal of such Note or such installment of Principal and interest is due and payable.

TRANSFER AGENT - With respect to any Note issued by the Issuer, any Person or Persons appointed by the Issuer to exchange or transfer Notes issued by the Issuer.

SECTION 2. APPOINTMENT OF AGENTS.

(a) ISSUING AND PAYING AGENT. The Issuer hereby appoints Bankers Trust Company, as Issuing and Paying Agent of the Issuer in respect to the Notes upon the terms and subject to the conditions herein set forth, and Bankers Trust Company hereby accepts such appointment. The Issuing and Paying Agent shall have the powers and authority granted to and conferred upon it in the Notes and this Agreement and such further powers and authority to act on behalf of the Issuer as may be agreed upon by the Issuer and the Issuing and Paying Agent from time to time. All of the terms and provisions with respect to such powers and authority contained in the Notes are subject to and governed by the terms and provisions hereof.

The Issuer, further appoints and authorizes Bankers Trust Company, as Issuing and Paying Agent, to act as its Issuing and Paying Agent in executing the Letters of Representations to be delivered to the Depositary, in substantially the forms set forth in Exhibit A hereto.

The Issuing and Paying Agent shall at all times be a bank or trust company organized under the laws of the United States or any jurisdiction in the United States and authorized and empowered under such laws to fulfill and perform all the duties and obligations of the Issuing and Paying Agent hereunder.

The Issuing and Paying Agent hereby represents that it is a bank or trust company meeting the foregoing requirements and that it shall promptly notify the Issuer of any occurrence or event that renders it unable to continue to make the aforesaid representation.

(b) SELLING AGENTS. The Issuer has appointed Banc of America Securities LLC, Credit Suisse First Boston Corporation, Lehman Brothers Inc. (Including its affiliate Lehman Commercial Paper Inc.), Merrill Lynch & Co., Merrill, Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley & Co., Incorporated and Salomon Smith Barney Inc., as Selling Agents for the Notes by and under the terms of the Distribution Agreement, under which the Issuer may, from time to time, appoint other Selling Agents.

(c) REGISTRAR. The Issuer hereby appoints Bankers Trust Company as Registrar of the Issuer in respect of the Notes upon the terms and subject to the conditions herein set forth, and Bankers Trust Company hereby accepts such appointment. The Registrar will keep the Register and otherwise act as Registrar in accordance with the terms of this Agreement.

The Registrar will keep a record of all Notes, at its Principal Office or at such other location as it may choose and as to which it will give advance notice to the Issuer. The Registrar will include in such record a notation as to whether such Notes have been paid or cancelled or, in the case of mutilated, destroyed, stolen or lost Notes, whether such Notes have been replaced. In the case of the replacement of any of the Notes, the Registrar will keep a record of the Notes so replaced and the Notes issued in replacement thereof.

(d) TRANSFER AGENTS. The Issuer (at its sole cost and expense) may appoint from time to time one or more Transfer Agents for one or more of the Notes. The Issuer shall solicit written acceptance of the appointment from any entity so appointed as Transfer Agent. Such written acceptance shall be in a form satisfactory to the Issuing and Paying Agent and state that by the Transfer Agent's acceptance of such appointment, it agrees to act as a Transfer Agent pursuant to the terms and conditions of this Agreement. The Issuer hereby appoints Bankers Trust Company as the initial Transfer Agent for the Notes, and Bankers Trust Company hereby accepts such appointment.

(e) CALCULATION AGENTS.

1. APPOINTMENT OF CALCULATION AGENT: The Issuer (at its sole cost and expense) may appoint from time to time one or more Calculation Agents for one or more of the Notes. The Issuer shall solicit written acceptance of the appointment from any entity so appointed as Calculation Agent. Such written acceptance shall be in a form satisfactory to the Issuing and Paying Agent and state that by the Calculation Agent's acceptance of such appointment, it agrees to act as a Calculation Agent pursuant to the terms and conditions of this Agreement.

(a) FLOATING RATE NOTES: Except as otherwise specified in a Pricing Supplement relating to a particular Note, the Issuer hereby appoints Bankers Trust Company as the initial Calculation Agent for the Floating Rate Notes, and Bankers Trust Company hereby accepts such appointment.

(b). INDEXED NOTES: Before issuing an Indexed Note, the Issuer shall appoint a Calculation Agent for the purpose of calculating the rate of interest or other amounts payable on the Indexed Notes, all in accordance with the terms of the Indexed Notes. With respect to Indexed Notes, at such times as shall be specified in the Pricing Supplement and the Indexed Note, the Calculation Agent shall determine the index (if required), principal, premium, if any, rate of interest, interest payable or other amounts payable. Upon the request of the Holder of any Indexed Note, the Calculation Agent will provide, if applicable, the current index, principal, premium, if any, rate of interest, interest payable or other amounts payable in connection with such Indexed Note.

2. DUTIES AND RESPONSIBILITIES: The duties and responsibilities of the Calculation Agent shall be as specified herein, in the Administrative Procedures attached as Exhibit B hereto, and in the applicable Note. As promptly as practicable after each Interest Determination Date for a Floating Rate Note or an Indexed Note, the Calculation Agent will notify the Issuer thereof of the interest rate which will become effective on the next interest Reset Date (as defined in such Floating Rate Note or Indexed Rate Note). Upon the request of the Holder of a Floating Rate Note or an Indexed Rate Note, the Calculation Agent will provide to such Holder the interest rate then in effect and, if determined, the interest rate which will become effective on the next Interest Reset Date with respect to such Floating Rate Note or such Indexed Note.

SECTION 3. THE NOTES.

(a) NOTE FORM; SIGNATURE. Except as otherwise provided in

Section 3(h) hereof, each Note issued by the Issuer with the same original issue date and otherwise having identical terms shall be represented by a single note certificate (each a "Global Note"). Fixed Rate Notes will be substantially in the form of Exhibit C hereto, Floating Rate Notes will be substantially in the form of Exhibit D hereto, and Indexed Notes will be substantially in the form of Exhibit E hereto, provided that any Specified Currency Notes will be substantially in any such form with such changes as may be agreed upon by the Issuer and the Issuing and Paying Agent as provided in Section 11 hereof. The Notes may contain such insertions, omissions, substitutions, and other variations as the Issuer

determines to be required or permitted by this Agreement and may have such letters, numbers, or other marks of identification and such legend or legends or endorsements placed thereon as any officer of the Issuer executing such Notes may determine to be necessary or appropriate, as evidenced by such officer's execution of such Notes by manual or facsimile signature, including, without limitation, any legends or endorsements that may be required to comply with any law or with any rules or regulations pursuant thereto, or with any rules of any securities exchange on which the Notes may be listed or to conform to general usage.

Any Global Note issued hereunder shall, in addition to the provisions contained in Exhibits C, D or E, hereto, as the case may be, bear a legend in substantially the following form:

> "This Note is a Global Note within the meaning of the Issuing and Paying Agency Agreement hereinafter referred to and is registered in the name of a Depositary or a nominee of a Depositary. This Note is exchangeable for Notes registered in the name of a person other than the Depositary or its nominee only in the limited circumstances described in the Issuing and Paying Agency Agreement and may not be transferred except as a whole by the Depositary to a nominee of the Depositary or by a nominee of the Depositary to the Depositary or another nominee of the Depositary."

Furthermore, each Global Note issued hereunder to DTC or its nominee shall bear a legend in substantially the following form:

> "Unless this Note is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of CEDE & CO. or such other name as requested by an authorized representative of The Depository Trust Company and any payment 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."

The Issuer will from time to time and upon request furnish the Issuing and Paying Agent with an adequate supply of Certificated Notes, without coupons, serially numbered, which will have the Principal amount, date of issue, Stated Maturity Initial Redemption Date, if any, rate of interest (in the case of Fixed Rate Notes) or base rate, initial interest rate, spread and/or spread multiplier, if any, interest reset dates, index, if any, index maturity, other amounts payable, and maximum and minimum interest rates, if any (in the case of Floating Rate Notes or Indexed Notes), and, in each case, the name and address of the Holder, and other applicable terms which may be specified with respect to such Notes in accordance with the Administrative Procedures left blank.

Each Floating Rate Note will bear interest at a rate determined by reference to a base rate, which may be adjusted by a spread or multiplied by a spread multiplier. Each Floating Rate Note will designate an applicable base rate. Such base rate shall be calculated by reference to an interest rate formula described in such Note. The interest rates borne by any particular Notes may vary as against the rates borne by any other Notes. Any such variations in interest rates with respect to particular Notes shall not affect the rates of interest borne by any other Notes issued hereunder.

Each of the principal, premium, if any, interest payable or other amounts payable, or any combination of the foregoing, may be determined by reference to one or more indices. each Indexed Note and the associated Pricing Supplement will designate the applicable indices. The principal, premium, if any, interest payable or other amounts payable may vary as against those borne by any other Indexed Notes. Any such variations in principal, premium, if any, interest payable or other amounts payable with respect to particular Indexed Notes shall not necessarily affect the principal, premium, if any, interest payable or other amounts payable borne by any other Indexed Notes issued under the Distribution Agreement.

Each Note will be signed manually or by facsimile by an Authorized Representative included in Group I on Exhibit G hereto. The Notes will have a Stated Maturity of not less than (7) seven days from date of issue and will be issued in the respective orders of the serial numbers imprinted thereon. The Issuing and Paying Agent hereby agrees to hold such blank Notes in safekeeping in accordance with its customary practices and procedures.

Notwithstanding the foregoing, any Global Note issued by the Issuer shall be exchangeable pursuant to this Section for Notes registered in the name of Persons other than the Depositary for such Note or its nominee only if (i) such Depositary notifies the Issuing and Paying Agent that it is unwilling or unable to continue as Depositary for such Global Note or if at any time such Depositary ceases to be a clearing agency registered under the Securities Exchange Act and in either such case a successor Depositary is not appointed by the Issuer within ninety (90) days, or (ii) the Issuer thereof executes and delivers to the Issuing and Paying Agent a written notification that such Global Note shall be so exchangeable or (iii) an Event of Default occurs with respect to such Global Note. Any Global Note that is exchangeable pursuant to the preceding sentence shall be exchangeable for Certificated Notes registered in such names as such Depositary shall direct. Notwithstanding any other provision in this Agreement, a Global Note may not be transferred except as a whole by the Depositary with respect to such Global Note to a nominee of such Depositary or by a nominee of such Depositary to such Depositary or another nominee of such Depositary.

As of the date hereof, the Issuer has authorized the issuance and sale of up to not more than $35,000,000,000 aggregate principal amount of Notes with maturities of 7 days or more. Subject to the last sentence of this paragraph, the maximum aggregate principal amount of Notes outstanding at any one time is limited to $35,000,000,000. In addition, subject to the last sentence of this paragraph, the aggregate principal amount of Notes having maturities of more than 270 days which may be issued throughout the term of the Issuing and Paying Agency Agreement is limited to $35,000,000,000.
Notwithstanding the foregoing, if the Issuer authorizes the issuance of additional Notes and, to the extent necessary, registers such Notes with the Office of the Comptroller of the Currency (the "OCC") such additional Notes may be sold to or through the Agents pursuant to the terms of this Agreement, all as though the issuance of such Notes were authorized as of the date hereof.

(b) DENOMINATIONS. Unless otherwise indicated in the applicable Notes and the applicable Pricing Supplement except as provided in Section 3(h) and to the extent that the Issuer elects to issue Notes in definitive form, the Notes shall be issuable only in book-entry form, without coupons, in minimum denominations of $250,000 and integral multiples of $1,000 in excess thereof.

(c) COMPLETION OF NOTES. Upon receipt of the information set forth in Section 5 (a), the Issuing and Paying Agent shall complete and authenticate each Note.

(d) DATE. The Issuing and Paying Agent will date each Note the date of its authentication.

(e) CERTIFICATE OF AUTHENTICATION. Only Notes that bear thereon a certificate of authentication substantially in a form set forth below (a "Certificate of Authentication"), executed by the Issuing and Paying Agent by its manual signature, will be valid:

Certificate of Authentication

This is one of the Notes referred to in the within-mentioned Issuing and Paying Agency Agreement.

Dated:________ BANKERS TRUST COMPANY
as Issuing and Paying Agent

By:

Authorized Signatory

(f) ORIGINAL ISSUE DISCOUNT NOTES. Each Original Issue Discount Note shall contain on its face a legend substantially in the form of Exhibit F hereto.

(g) CUSTODY OF NOTES. The Issuing and Paying Agent shall maintain in safe custody all blank Notes that the Issuer delivers to it and that it holds hereunder and shall complete and issue such Notes only in the terms hereof.

(h) CERTIFICATED NOTES. If at any time the Depositary notifies the Issuer or the Issuing and Paying Agent that it is unwilling or unable to continue to act as depositary for any of the Global Notes, or if at any time such Depositary ceases to be a clearing agency registered under the Securities Exchange Act and in either such case a successor Depositary is not appointed by the Issuer within ninety (90) days, the Issuer will execute and the Issuing and Paying Agent will, upon the receipt of procedures for certificated securities in form and substance satisfactory to the Issuer and the Issuing and Paying Agent and upon receipt of instructions in writing from the Issuer, authenticate and deliver
to the Holder or the Holder's designee Notes of like tenor and terms in definitive form in an aggregate principal amount equal to the Global Notes then outstanding in exchange for such Global Notes.

SECTION 4. AUTHORIZED REPRESENTATIVES. The Issuer hereby certifies that each person named in Exhibit F hereto and designated as affiliated with the Issuer is a duly Authorized Representative of the Issuer and that the signature set forth opposite such representative's name is his or her true and genuine signature. The Issuing and Paying Agent shall be entitled to rely on the information set forth in Exhibit G for purposes of determining an Authorized Representative until such time as the Issuing and Paying Agent receives a subsequent certificate from the Issuer deleting or amending any of the information set forth therein. The Issuing and Paying Agent shall not have any responsibility to the Issuer to determine whether any signature on a Note purporting to be that of an Authorized Representative in Group I of Exhibit G with respect to the Issuer is genuine, so long as such signature resembles the specimen signature set forth in Group I of Exhibit G or in a subsequent certificate delivered to the Issuing and Paying Agent by the Issuer. Any Note bearing the signature of a person who is an Authorized Representative in Group I of Exhibit G with respect to the Issuer on the date he or she signs such Note shall be a binding obligation of the Issuer upon the completion and authentication thereof by the Issuing and Paying Agent, notwithstanding that such person shall have ceased to be an Authorized Representative on the date such Note is completed, authenticated or delivered by the Issuing and Paying Agent.

SECTION 5. COMPLETION, AUTHENTICATION AND DELIVERY OF NOTES.

(a) The Issuing and Paying Agent may rely on such instructions if they are received by one of the duly Authorized Representatives of the Issuing and Paying Agent named in Exhibit H hereto or their successors, which may be named by the Issuing and Paying Agent (of which the Issuer shall be notified in writing), from time to time through the use of a facsimile transmission (confirmed by guaranteed delivery of overnight courier) from any person purporting to be any of the individuals included in Group II on Exhibit G hereto. Such instructions shall include the following (each term as used or defined in the related form of Note attached):

1. Principal Amount of the Note, CUSIP Number and, if applicable, the Specified Currency.

2. (a) Fixed Rate Notes:

(i) Interest Rate,

(ii) Interest Payment Dates, and

(iii) Regular Record Dates.

(b) Floating Rate Notes:

(i) Base Rate or Rates,

(ii) Initial Interest Rate,

(iii) Spread and/or Spread Multiplier, if any,

(iv) Interest Reset Date or Dates,

(v) Interest Reset Period,

(vi) Interest Payment Dates,

(vii) Regular Record Dates,

(viii) Index Maturity,

(ix) Maximum and Minimum Interest Rates, if any, and

(x) Calculation Agent, if other than the Issuing and Paying Agent.

(c) Indexed Notes:

(i) Base Rates,

(ii) Initial Interest Rate(s),

(iii) Underlying index, credit or formula,

(iv) Interest (or Other Amounts Payable) Reset Date(s),

(v) Interest (or Other Amounts Payable) Reset Period(s),

(vi) Interest (or Other Amounts Payable) Payment Date(s),

(vii) Regular Record Dates,

(viii) Maximum and Minimum Interest Rates, if any, and

(ix) Calculation Agent, if other than the Issuing and Paying Agent.

3. Price to public, if any, of the Note (or whether the Note is being offered at varying prices relating to prevailing market prices at time of resale as determined by the Selling Agent).

4. Trade date.

5. Original Issue Date.

6. Stated Maturity.

7. Redemption provisions, if any, including Initial Redemption Date, Initial Redemption Percentage, Annual Redemption Reduction Percentage, whether partial redemption is permitted and method of determining Notes to be redeemed.

8. Prepayment Option Date(s) and Prepayment Option Price(s).

9. Extension provisions, if any, including length of Extension Period(s), number of Extension Periods and Final Maturity Date.

10. Renewal terms, if any, including Special Election Interval and Special Election Period.

11. Net proceeds to the Issuer.

12. The Selling Agent's commission or underwriting discount and the Selling Agent's participant account at the Depositary for settlement.

13. Whether such Notes are being sold to the Selling Agent as principal or to an investor or other purchaser through the Selling Agent acting as agent for the Issuer, or through the Issuer itself.

14. Whether such Note is being issued as an Original Issue Discount Note and the terms thereof.

15. Such other information specified with respect to the Notes (whether by addendum, text to be included under "Other Provisions" on the face of such Note, or otherwise), including, with respect to any Specified Currency Note, provisions regarding the calculation of any interest or principal payments under such Note.

(b) Upon receipt of the information set forth in subsection (a) above, the Issuing and Paying Agent will confirm by facsimile to the Issuer the principal amount of the Notes of the Issuer issued as of such date hereunder after giving effect to such

transaction and to all other transactions of which the Issuer has given instructions to the Issuing and Paying Agent but which have not yet been settled.

For purposes of monitoring the aggregate principal amount of

Notes issued and/or outstanding at any time hereunder, the Issuing and Paying Agent shall determine the U.S. Dollar equivalent of the principal amount of each Original Issue Discount Note or series of Original Issue Discount Notes, each Indexed Note the principal of which is determined by reference to an index or series of such Indexed Notes and each Specified Currency Note or series of Specified Currency Notes as follows:

(i) the U.S. Dollar equivalent of Specified Currency Notes shall be determined by the Issuing and Paying Agent as of 2:30 P.M., London time, on the Original Issue Date for such Notes by reference to the spot rate for U.S. Dollars against the Specified Currency provided to the Issuing and Paying Agent by the Issuer or, if such spot rate is not so provided on a timely basis, by reference to the Issuing and Paying Agent's middle market spot rate for U.S. Dollars against the Specified Currency on the London Business Day immediately preceding the date on which the Issuing and Paying Agent receives the Issuer's instruction to issue the Notes.

(ii) the principal amount of Original Issue Discount Notes and any other Notes issued at a discount shall be deemed to be (x) the principal amount received by the Issuer for the relevant issue or (y) in the case of a Specified Currency Note, the U.S. Dollar equivalent, determined in the manner specified in clause (i) above, of the principal amount received by the Issuer for the relevant issue.

(iii) the principal amount of any Indexed Notes the principal of which is determined by reference to an index shall be deemed to be the principal amount received by the Issuer for the relevant issue.

The Issuing and Paying Agent shall promptly notify the Issuer of each determination made as aforesaid.

(c) Upon receipt of such instructions, if such Notes are to be issued as one or more Global Notes, the Issuing and Paying Agent shall communicate to the Depositary and the Selling Agent through DTC's Participant Terminal System, a pending deposit message specifying the settlement information required in the Administrative Procedures.

(d) Instructions regarding the completion of a Note must be received by the Issuing and Paying Agent not later than the time and date specified in the Administrative Procedures.

SECTION 6. PROCEDURE UPON SALE OF THE NOTES. The Issuing and Paying Agent will upon reasonable written request, promptly deliver copies of such

Global Notes (with any additional terms provided by the Issuer included thereon) to the appropriate Selling Agents in accordance with Section 5(c) hereof.

SECTION 7. PAYMENT OF INTEREST; ACTIONS ON DAYS OTHER THAN BUSINESS DAYS; PAYMENT OF OTHER AMOUNTS.

(a) Subject to the receipt of funds as provided in Section 12 hereof, interest payments will be made on the Notes on each Interest Payment Date and on the Stated Maturity thereof (or the date of Optional Redemption, if any) pursuant to the terms stated thereon. All such interest payments (other than interest due on the Stated Maturity, or on the date of Optional Redemption, if a Note is redeemed prior to its Stated Maturity) will be paid to the Holder of such Note at the close of business on the applicable Regular Record Date. Notwithstanding the foregoing, if a Note is dated between the Regular Record Date next preceding an Interest Payment Date and such Interest Payment Date, the first payment of interest on such Note will be made on the next succeeding Interest Payment Date following the next succeeding Regular Record Date, to the Holder on the Regular Record Date immediately succeeding such first Interest Payment Date, unless otherwise specified in the applicable Pricing Supplement. Interest will begin to accrue on the issue date and not from the previous Interest Payment Date. Unless otherwise specified on the face of the Note and in an applicable Pricing Supplement, interest on Fixed Rate Notes (including payments for partial periods) will be calculated on the basis of a 360-day year consisting of twelve 30-day months; provided, however, that if the term of such Fixed Rate Note is for a period from 7 days through and including one year, then interest payable on such Fixed Rate Note, if any, on each Interest Payment Date and on the Stated Maturity will be calculated on the basis of the actual number of calendar days from and including the last Interest Payment Date to which interest has been paid to, but excluding, such Interest Payment

Date or Stated Maturity, as the case may be, divided by 360. Unless otherwise specified on the face of the Note and in an applicable Pricing Supplement, in the case of Floating Rate Notes, interest will be calculated and paid on the basis of the actual number of days since the preceding Interest Payment Date (or, if none, since the Original Issue Date) divided by 360 or, if the base rate is the Treasury Rate or CMT Rate, as defined in the applicable Note, by the actual number of days since the preceding Interest Payment Date (or, if none, since the Original Issue Date) . All interest on Certificated Notes (other than interest payable at Stated Maturity or upon any Optional Redemption) will be paid by check of the Issuing and Paying Agent mailed by such Issuing and Paying Agent to the Holder as such Holders address is shown in the Register referred to in Section 15 on the applicable Regular Record Date, or to such other address in the United States as such Holder shall designate to the Issuing and Paying Agent in writing not later than the relevant Regular Record Date; provided, however, that a Holder of one million dollars ($1,000,000) or more in aggregate Principal amount of Certificated Notes (all of which have identical terms and tenor) shall be entitled to receive payments of interest (other than interest payable at maturity or upon redemption) by wire transfer of immediately available funds upon written request to the Issuing and Paying Agent not later than fifteen (15) calendar days prior to the applicable Payment Date. All interest payments on any Global Note (other than Interest due on the Stated Maturity or the Optional Redemption Date, if any) shall be paid by the transfer of immediately available funds to the Depositary. The Issuing and Paying Agent will withhold taxes, if any, on

interest to the extent that it has been instructed in writing by the Issuer of the related Note that any taxes should be withheld.

(b) Actions Due on Saturdays, Sundays and Holidays. If any date on which a payment, notice or other action required by this Agreement, the Administrative Procedures or the Note falls on any day other than a Business Day, then that action or payment need not be taken or made on such date, but may be taken or made on the next succeeding Business Day on which the Issuing and Paying Agent is open for business with the same force and effect as if made on such date.

(c) Payment of Other Amounts. With respect to any Indexed Note which may include the payment of other amounts, the relevant Pricing Supplement shall provide for determination of, and timing and method of payment for, such other amounts.

SECTION 8. PAYMENT OF PRINCIPAL. Upon the Stated Maturity (or date of Optional Redemption, if any) of any Note, or on each Interest Payment Date and the Stated Maturity, in the case of an Amortizing Note, and upon presentation and surrender of any Note on or after the Stated Maturity (or the date of Optional Redemption, if any), the Issuing and Paying Agent shall pay, subject to the receipt of funds as provided in Section 12 hereof, the Principal amount of the Note together with accrued interest due on the Stated Maturity (or the date of Optional Redemption, if any), either (i) by separate wire transfer of immediately available funds to such account at a bank in The City of New York (or other bank consented to by the Issuer of the related Note) as the Holder of such Note shall have designated in writing to the Issuing and Paying Agent at least 15 days prior to such Principal Payment Date and if such Note is a Global Note, to the Depositary, or (ii) by check of the Issuing and Paying Agent payable to the, order of the Holder of the Note or its properly designated assignee or custodian. Upon payment in full, the Issuing and Paying Agent will cancel the Note and remit it directly to the Issuer thereof.

SECTION 9. DESIGNATION OF ACCOUNTS TO RECEIVE PAYMENT. In the event that Notes are issued in certificated form, a bank account to receive payments due under a certificated Note may be designated to the Issuing and Paying Agent to receive payments of interest and Principal under Sections 7 and 8 hereof either (i) by an Authorized Representative of the Issuer included in Group II of Exhibit G hereto in the authentication instructions given by it to the Issuing and Paying Agent under Section 5(a) hereof in respect of particular Notes, or (ii) in the event that the authentication instructions make no designation, or that the Holder wishes to change a designation previously made, by written notice from the Holder to the Issuing and Paying Agent. Such written notice must be provided to the Issuing and Paying Agent not later than fifteen (15) days prior to any Interest Payment Date, Principal Payment, or Payment Date, as the case may be.

SECTION 10. INFORMATION REGARDING AMOUNTS DUE. The Issuing and Paying Agent shall provide to the Issuer, at least five (5) Business Days before each Interest Payment Date or other payment date, a list of interest payments or other payments to be made on the following Interest Payment Date or other payment date for each Note and in total. The Issuing and Paying Agent will provide to the Issuer by

the fifteenth day of each month a list of the Principal, premium, if any, and interest or other amounts to be paid on Notes maturing in the next succeeding month.

SECTION 11. SPECIFIED CURRENCY NOTES. Prior to the issuance of any Specified Currency Note, the Issuer thereof shall provide to the Issuing and Paying Agent a form of such Note, which form shall be in substantially the form of Exhibit C, D or E hereto unless otherwise provided in the applicable Pricing Supplement, with such changes and additions as may be reasonably satisfactory to the Issuing and Paying Agent.

SECTION 12. DEPOSIT OF FUNDS. The Issuer shall, prior to 11:00 a.m., New York City time, on each Interest Payment Date or other payment date, pay to the Issuing and Paying Agent an amount in immediately available funds sufficient to pay all interest or other payments due on Notes issued by the Issuer on such Interest Payment Date and shall, prior to 11:00 a.m., New York City time, on the Stated Maturity (or any date of Optional Redemption, if any) of any Note issued by the Issuer, pay to the Issuing and Paying Agent an amount in immediately available funds sufficient to pay the Principal of any such Note, and interest accrued and/or other amounts due to the Stated Maturity (or the date of Optional Redemption, as the case may be).

SECTION 13. OPTIONAL REDEMPTION.

(a) OPTIONAL REDEMPTION. In accordance with and subject to the terms and conditions provided in the applicable Note and Pricing Supplement, the Issuer may at its option redeem a Note issued by it in whole or from time to time in part (subject to the requirement that the principal amount of such Note after such redemption, if such Note is redeemed in part, (unless otherwise specified in a Pricing Supplement) be not less than $250,000 or any integral multiple of $1,000 in excess thereof, such minimum denomination, the "Authorized Denomination") on or after the date designated in such Note as the Initial Redemption Date at the applicable Redemption Price, in each case, with accrued and unpaid interest to the date of redemption. Unless otherwise specified in an applicable Pricing Supplement and in the Note, the Issuer may exercise such option by giving to the Holder thereof a notice of such redemption at least thirty (30) but not more than sixty (60) days prior to the date of redemption. The Issuer shall notify the Issuing and Paying Agent of its election to redeem any Note at least forty-five (45) days prior to the date of redemption (unless a shorter period is satisfactory to the Issuing and Paying Agent). In the event of redemption of the Note in part only, a new Note or Notes of like tenor and terms for the unredeemed portion thereof shall be issued in the name of the Holder thereof upon the cancellation thereof in accordance with the terms of this Agreement. Unless otherwise provided in the applicable Note, if less than all of the Notes with like tenor and terms to such Note are to be redeemed, the Notes to be redeemed shall be selected by the Issuing and Paying Agent by pro rata, by lot or by such method as shall be agreed upon by the Issuing and Paying Agent and the Issuer as being fair and appropriate.

(b) OPTIONAL REPAYMENT. In accordance with and subject to the terms and conditions provided in the applicable Note and Pricing Supplement, such Note will be repayable prior to its Stated Maturity at the option of the Holder on the Prepayment Option Dates and at the Prepayment Option Prices provided in the applicable Note together with accrued interest to such date. Unless otherwise provided in the applicable Note and Pricing Supplement, in order for the Note to be repaid, the Issuer (or the Issuing and Paying Agent, on behalf of the Issuer) must receive, at least thirty (30) but not more than forty-five (45) days prior to an Prepayment Option Date, the Note and the form, entitled "Option to Elect Repayment" included with such Note at the time of its issue, duly completed. Exercise of this repayment option shall be irrevocable, except as otherwise provided under Section 13 (c) below. If so provided in the applicable Note, the repayment option may be exercised by the Holder of such Note for less than the aggregate principal amount of the Note then outstanding provided that the principal amount of the Note remaining outstanding after repayment is in an Authorized Denomination. Upon such partial repayment the Note shall be cancelled and a new Note or Notes of like tenor and terms for the remaining principal amount thereof shall be issued in the name of the Holder.

(c) OPTIONAL EXTENSION OF MATURITY. If so specified in the applicable Note and Pricing Supplement, the Stated Maturity of such Note may be extended at the option of the Issuer, in the manner set forth below (unless otherwise provided on the face thereof), for that number of periods each of such length as provided in the applicable Note (each an "Extension Period") up to but not beyond the Final Maturity Date set forth in such Note. Unless otherwise specified in the Applicable Note and Pricing Supplement, the Issuer may exercise such option by notifying the Issuing and Paying Agent of such exercise at least fifty (50) but no more than sixty (60) days prior to the Stated Maturity in effect prior to such exercise (the "Original Stated Maturity") . If the Issuer exercises such option, the Issuing and Paying Agent will mail (by first class mail, postage prepaid) to the Holder of the Note no later than forty (40) days prior to the Original

Stated Maturity a notice (the "Extension Notice") relating to such Extension Period, setting forth (i) the election of the Issuer to extend the Original Stated Maturity, (ii) the new Stated Maturity (which shall then be considered the Stated Maturity for all purposes of the Note) , (iii) spread or spread multiplier applicable to the Extension Period, and (iv) the provisions, if any, for redemption during such Extension Period. Upon the Issuing and Paying Agent's transmittal of the Extension Notice, the Original Stated Maturity of the Note shall be extended automatically, and, except as modified by the Extension Notice and as described in the next paragraph, such Note will have the same terms as prior to the transmittal of such Extension Notice.

Notwithstanding the foregoing unless otherwise provided in the Note and applicable Pricing Supplement, not later than twenty (20) days prior to the Original Stated Maturity of such Note the Issuer may, at its option, in the case of a Fixed Rate Note, revoke the interest rate provided for in the Extension Notice for the Extension Period and establish an interest rate that is higher than the interest rate provided for in the Extension Notice for the Extension Period, or in the case of a Floating Rate Note, revoke the spread or spread multiplier provided for in the Extension Notice for the Extension Period, or in the case of an Indexed Note, make such other changes to the determination of principal, premium, if any, interest payable or other amounts payable, or any combination of the foregoing, each to the economic benefit of the Holder, by causing the Issuing and Paying Agent to transmit notice of such higher interest rate, or higher spread or spread multiplier, or other change, as the case may be, to the Holder of such Note.

Such notice shall be irrevocable. All Notes with respect to which the Stated Maturity is extended and with respect to which the Holders of such Notes have not tendered such Notes for repayment (or have validly revoked any such tender) pursuant to the succeeding paragraph will bear such higher interest rate, or higher spread or spread multiplier, or other change, as the case may be, for the Extension Period.

If the Issuer elects to extend the Stated Maturity of the Note, the Holder thereof will have the option to elect repayment of the Note by the Issuer thereof on the Original Stated Maturity at a price equal to the aggregate principal amount thereof outstanding plus interest accrued to such date. In order to obtain such repayment, the Holder thereof must follow the procedures set forth in Section 13(b) for optional repayment except that the period for delivery of the Note or notification to the Issuing and Paying Agent shall be at least twenty-five (25) but not more than thirty-five (35) days prior to the Original Stated Maturity and except that, if the Holder thereof has tendered the Note for repayment pursuant to an Extension Notice, such Holder may, by written notice to the Issuing and Paying Agent, revoke such tender for repayment until the close of business on the tenth day prior to the Original Stated Maturity.

(d) OPTIONAL RENEWAL. If so provided in the applicable Note and Pricing Supplement, such Note may be renewed by the Holder of the Note on an Interest Payment Date (provided in the applicable Note) occurring in or prior to the twelfth month following the Original Issue Date (the "Initial Maturity Date") in accordance with the procedures described below Unless a Special Election Interval is provided in the applicable Note, on the Interest Payment Date occurring in the sixth month prior to the Initial Maturity Date (as provided in the applicable Note) of a Renewable Note (the "Initial Renewal Date") and on the Interest Payment Date occurring in each sixth month (or in the last month of each Special Election Interval) after such Initial Renewal Date (each, together with the Initial Renewal Date, a "Renewal Date"), the term of the Note may be extended to the Interest Payment Date occurring in the twelfth month (or, if a Special Election Interval is specified the last month in a period equal to twice the Special Election Interval) after such Renewal Date, if the Holder of such Note elects to extend the term of the Note or any portion thereof as provided below. If the Holder of the Note does not elect to extend the term of any portion of the principal amount of such Note during the specified period prior to any Renewal Date, such portion will become due and payable on the Interest Payment Date occurring in the sixth month (or the last month in the Special Election Interval) after such Renewal Date (the "New Maturity Date").

A Holder of such Note may elect to renew the term of the Note, or if provided in the applicable Note and Pricing Supplement, any portion constituting an Authorized Denomination thereof, by delivering a notice to such effect to the Issuing and Paying Agent not less than fifteen (15) nor more than thirty (30) days prior to such Renewal Date (unless a different Special Election Period is provided in the applicable Note). Such election will be irrevocable and will be binding upon each subsequent Holder of the Note. An election to renew the term of such Note may be exercised with respect to less than the entire principal amount of the Note only if notice is provided as provided in the applicable Note and only in such principal amount, or any integral multiple in excess thereof, as specified in such notice. Notwithstanding the foregoing, the term of such Note may not be extended beyond the maturity provided in the applicable Note.

If the Holder of such Note does not elect to renew the term of the Note, the Note must be presented to the Issuing and Paying Agent (or any duly appointed paying agent) and, if the Note is issued in definitive form, as soon as practicable following receipt of the Note, the Issuing and Paying Agent (or any duly appointed paying agent) shall issue in exchange herefor in the name of the Holder (i) a Note, in a principal amount equal to the principal amount of such Note for which no election to renew the term thereof was exercised, with terms identical to those specified on the Note (except that such Note shall have a fixed, nonrenewable maturity on the New Maturity Date) and (ii) if an election to renew is made with respect to less than the full principal amount of the Note, a replacement Note, in a principal amount equal to the principal amount of such exchanged Note for which the election to renew was made, with terms identical to such exchanged Note.

SECTION 14. EVENTS OF DEFAULT.

Unless otherwise specified in the applicable Note and Pricing Supplement, the following will constitute "Events of Default" and the only Events of Default with respect to each Note: (a) default in the payment of any interest or other amounts payable upon such Note when due, which continues for thirty (30) days; (b) default in the payment of any principal of or premium, if any, upon such Note when due; (c) default in the performance of any covenant or agreement of the Issuer thereof contained in such Note which, unless otherwise specified therein, continues for 90 days; (d) the appointment of a conservator, receiver, liquidator or similar official for the Issuer thereof or for all or substantially all of its property, or the taking by the Issuer of any action to seek relief under any applicable insolvency or reorganization law.

If an Event of Default with respect to a Global Note shall occur, the Issuer thereof shall promptly issue Certificated Notes in exchange for such Global Note and the remedies provided in such Global Note for any such Event of Default will be exercisable only after such exchange has occurred, and only by the Holders of such Certificated Notes. The Holder of each such Certificated Note will itself be solely and entirely responsible for the exercise of any remedies provided therein.

If an Event of Default with respect to a Certificated Note shall occur and be continuing with respect thereto, the Holder thereof may: (i) by written notice to the Issuing and Paying Agent declare the entire outstanding principal amount thereof, together with any unpaid interest, other amounts and premium accrued thereon, to be immediately due and payable; (ii) institute a judicial proceeding of the enforcement of the terms thereof including the collection of all sums due and unpaid thereunder, prosecute such proceeding to judgment or final decree, and enforce the same against the Issuer thereof and collect monies adjudged or decreed to be payable in the manner provided by law out of the property of the Issuer thereof; and (iii) take such other action at law or in equity as may appear necessary or desirable to collect and enforce such Certificated Note; provided, however, that in the event that such Note is an Original Issue Discount Note or Indexed Note the principal of which is determined by an index, unless otherwise specified in such Note, the amount of principal that becomes due and payable upon such declaration shall be equal to (a) with respect to Original Issue Discount Notes, the

Amortized Face Amount as defined therein, and (b) with respect to Indexed Notes the principal of which is determined by an index, as specified in the relevant Pricing Supplement, and provided further, that the Holder of a Certificated Note may waive any Event of Default that occurs with respect thereto.

SECTION 15. REGISTRATION; TRANSFER.

(a) The Registrar shall maintain a Register in which it shall register the names, addresses and taxpayer identification numbers of the Holders of the Notes and shall register the transfer of Notes.

(b) Upon surrender for registration of transfer of any Note to the Registrar or any Transfer Agent, the Issuer shall execute, and the Issuing and Paying Agent shall complete, authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes, of any Authorized Denominations and having identical terms and provisions and for a like aggregate principal amount.

(c) At the option of the Holder of a certificated Note, certificated Notes may be exchanged for other certificated Notes of any Authorized Denominations and having identical terms and provisions and for a like aggregate principal amount, upon surrender of the Notes to be exchanged at the Registrar or any Transfer Agent. Whenever any certificated Notes are so surrendered for exchange, the Issuer thereof shall execute, and the Issuing and Paying Agent shall complete, authenticate and deliver, the certificated Notes which the Holder of the certificated Note making the exchange is entitled to receive. Each new Note issued upon presentment of any Note for registration of transfer or exchange shall be issued as of the date of its authentication. Except as provided herein or in the applicable Pricing Supplement and Note, owners of beneficial interests in a Global Note representing Book Entry Notes registered in their names, will not receive or be entitled to receive physical delivery of Certificated Notes and will not be considered the owners or Holders thereof under this Agreement.

(d) Notwithstanding the foregoing neither the Registrar or any Transfer Agent shall register the transfer of or exchange (i) any Note that has been called for redemption in whole or in part, except the unredeemed portion of Notes being redeemed in part, (ii) any Note during the period beginning at the opening of business 15 days before the mailing of a notice of such redemption and ending at the close of business on the date of such mailing, or (iii) any Global Note in violation of the legend contained on the face of such Global Note.

(e) All Notes issued upon any registration of transfer or exchange of Notes shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same benefits as the Notes surrendered upon such registration of transfer or exchange.

(f) Every Note presented or surrendered for registration of transfer or for exchange shall be duly endorsed, or be accompanied by a written instrument of transfer with such evidence of due authorization and guaranty of signature as may reasonably be required by the Registrar or any Transfer Agent, as applicable, in form satisfactory to either of them, duly executed by the Holder thereof or his attorney duly authorized in writing.

(g) No service charge shall be made to a Holder of Notes for any transfer or exchange of Notes, but the Issuer may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith.

SECTION 16. PERSONS DEEMED OWNERS. Prior to due presentment of a Note for registration of transfer, the Issuer, the Issuing and Paying Agent and any agent of the Issuer or the Issuing and Paying Agent may treat the Holder as the owner of such Note for the purpose of receiving payment of Principal of, interest and premium, if any, on such Note and for all other purposes whatsoever, whether or not such Note be overdue, and neither the Issuer, the Issuing and Paying Agent nor any agent of the Issuer or the Issuing and Paying Agent shall be affected by notice to the contrary.

SECTION 17. MUTILATED, LOST, STOLEN OR DESTROYED NOTES. In case any Note shall become mutilated, destroyed, lost or stolen, and upon the satisfaction by the applicant of the requirements of this Section 17 for a substituted Note, the Issuer shall execute, and upon its written request the Issuing and Paying Agent shall authenticate and deliver, a new Note having identical terms and provisions and having a number not contemporaneously outstanding, in exchange and substitution for the mutilated Note or in lieu of any substitution for the Note destroyed, lost or stolen. In the case of loss, theft or destruction, the applicant for a substituted Note shall furnish to the Issuer and to the Issuing and Paying Agent such security or indemnity as may be required by them to save each of them harmless. Such applicant shall also furnish to the Issuer and to the Issuing and Paying Agent evidence to their satisfaction of the destruction, loss or theft of such Note and of the ownership thereof. In the case of mutilation, the applicant for a substituted Note shall surrender such mutilated Note to the Issuer or to the Issuing and Paying Agent for cancellation thereof. The Issuing and Paying Agent may authenticate any such substituted Note and deliver the same upon the written request or authorization of any Authorized Representative. Upon the issuance of any substituted Note, the Issuer may require the payment of a sum sufficient to cover any expense connected therewith. In case any Note which has matured or is about to mature shall become mutilated or be destroyed, lost or stolen, the Issuer may, instead of issuing a substituted Note, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Note) if the applicant for such payment shall furnish the Issuer and the Issuing and Paying Agent with such security or indemnity as may be required by them to save each of them harmless, and, in the case of destruction, loss or theft, evidence to the satisfaction of the Issuer of the destruction, loss or theft of such Note and of the ownership thereof. All applications under this Section shall be processed by the Issuing and Paying Agent.

SECTION 18. RETURN OF UNCLAIMED FUNDS. Any money deposited with the Issuing and Paying Agent and remaining unclaimed for two (2) years after the date upon which the last payment of principal of or interest on any Note to which such deposit relates shall have become due and payable, shall be repaid to the Issuer of such Note by the Issuing and Paying Agent on written demand, and the Holder of any Note to which such deposit related entitled to receive payment shall thereafter look

only to the Issuer for the payment thereof and all liability of the Issuing and Paying Agent with respect to such money shall thereupon cease.

SECTION 19. AMENDMENT OR SUPPLEMENT. The Issuer and the Issuing and Paying Agent may modify, amend or supplement this Agreement without the consent of any Holder. In addition, the Issuer may modify, amend or supplement the terms and conditions of the Notes, without the consent of any Holder thereof: (i) to evidence succession of another party to the Issuer, and such party's assumption of the Issuer's obligations under the Notes, upon the occurrence of a merger or consolidation, or transfer, sale or lease of assets as described below; (ii) to add additional covenants, restrictions or conditions for the protection of the Holder thereof; (iii) to cure ambiguities in the Notes, or correct defects or inconsistencies in the provisions thereof; (iv) to reflect the replacement of the Issuing and Paying Agent, or the assumption, by the Issuer or a substitute Issuing and Paying Agent of some or all of the Issuing and Paying Agent's or Calculation Agent's responsibilities under this Agreement; (v) to evidence the replacement or change of address of the Depositary; (vi) in the case of any extendible, redeemable, prepayable, amortizing or indexed amortizing Note, to reduce the principal amount thereof to reflect the payment, prepayment and/or redemption of a portion of the outstanding principal amount thereof; (vii) in the case of any extendible, renewable or indexed amortizing Note, to reflect any change in the maturity date thereof in accordance with the terms thereof; or (viii) to reflect the issuance in exchange therefor, in accordance with the terms thereof, of one or more Certificated Notes. However, the Notes may not be modified or amended without the express written consent of the registered Holder to: (i) change the Stated Maturity, except in the case of an extendible, renewable or indexed amortizing note as provided therein; (ii) extend the time of payment for the premium, if any, or interest on the Note, except in the case of an extendible, renewable or indexed amortizing note as provided therein; (iii) change the coin or currency in which the principal of, premium, if any, or interest on the Note is payable; (iv) reduce the principal amount thereof or the interest rate thereon, except in the case of an extendible, prepayable, redeemable, amortizing or Indexed Note as provided therein; (v) change the method of payment to other than wire transfer in immediately available funds; (vi) impair the right of the Holder thereof to institute suit for the enforcement of payments of principal of, premium, if any, or interest or other amounts on the Note; (vii) change any Note's definition of "Event of Default" or otherwise eliminate or impair any remedy available thereunder upon the occurrence of any Event of Default (as defined in such Note) ; or (viii) modify the provisions therein governing the amendment thereof.

Notes authenticated and delivered after the execution of any agreement modifying, amending or supplementing this Agreement or the Notes may bear a notation in form approved by the Issuer as to any matter provided for in such modification, amendment or supplement to this Agreement 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 Issuing and Paying Agent (or any Authenticating Agent) and delivered in exchange for Outstanding Notes.

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 surviving entity in such consolidation or merger, or the person that acquires by conveyance or transfer, or that leases, the properties and assets of the Issuer substantially as an entirety, shall be a bank, corporation or partnership organized and validly existing under the laws of the United States, any State thereof or the District of Columbia, and shall expressly assume the due and punctual payment of the principal of, premium, if any, and interest or other amounts payable on the Notes issued by the Issuer, and the performance or observance of every provision of the Notes on the part of the Issuer to be performed or observed; and (ii) immediately after giving effect to such transaction, no Event of Default with respect to the Issuer, and no event which, after notice or the lapse of time or both, would become an Event of Default with respect to the Issuer, shall have happened and be continuing.

If this Agreement is amended or modified pursuant to an agreement by the parties hereto pursuant to this Section 19, the Issuing and Paying Agent may require, and shall be fully protected in relying upon, an opinion of counsel, which opinion may be rendered by counsel to the Issuer, stating that the execution of such amendment or modification is authorized or permitted by this Agreement, and that such amendment or modification constitutes the legal, valid and binding obligation of the Issuer enforceable in accordance with its terms and subject to customary exceptions.

SECTION 20. RESIGNATION OR REMOVAL OF AGENTS; APPOINTMENT OF SUCCESSORS TO AGENTS.

(a) RESIGNATION OR REMOVAL OF AGENT. Any Agent may at any time resign as such by giving written notice to the Issuer and, except in the case of the resignation of the Issuing and Paying Agent, to the Issuing and Paying Agent of such intention on its part, specifying the date on which its desired resignation shall become effective; provided that such date shall not be less than thirty (30) days after the date on which such notice is given unless the Issuer agrees to accept less notice.

The Issuer may remove any Agent with respect to Notes issued by the Issuer at any time by filing with it an instrument in writing signed by or on behalf of the Issuer and specifying such removal and the date when it shall become effective.

The resignation or removal of an Agent with respect to Notes issued by the Issuer shall become effective on the date set forth in the notice thereof and shall only be effective with respect to the Issuer and Notes issued by the Issuer, except that any resignation or removal of the Issuing and Paying Agent or the Registrar shall take effect upon the Issuer's, appointment, as hereinafter provided, of a successor Issuing and Paying Agent or Registrar, as the case may be, and such Agent's acceptance of such appointment; provided, that if the Issuer has not appointed a replacement Agent within 30 days after any such removal or replacement, the affected Agent (at the expense of the Issuer) may petition any court of competent jurisdiction for the appointment of a successor Agent.

(b) APPOINTMENT OF SUCCESSOR TO AGENT. In case at any time the Issuing and Paying Agent or the Registrar becomes incapable of acting, or is adjudged bankrupt or insolvent, or files a petition for corporate reorganization under any applicable federal,

state, or foreign bankruptcy, insolvency, or similar law or makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver, custodian, or other similar official of all or substantially all of its property, or admits in writing its inability to pay or meet its debts as they mature, or if a receiver, custodian, or other similar official of it or of all or substantially all of its property is appointed, or if an order of any court is entered for relief against it under the provisions of any applicable federal, state or foreign bankruptcy, insolvency or similar law, or if any public officer takes charge or control of any such Agent, or of its property or affairs, for the purpose of rehabilitation, conservation or liquidation, such Agent shall promptly notify the Issuer and the Issuing and Paying Agent, in writing, of the occurrence of such event.

Either (i) following receipt of notice of resignation from, (ii) upon the Issuer's removal of, or (iii) following the Issuer's receipt of the notice referred to in the first paragraph of this Section 20(b) from, the Issuing and Paying Agent or the Registrar, the Issuer shall appoint a successor to such Agent by an instrument in writing filed with the Issuing and Paying Agent (or its successor). Upon the appointment as aforesaid of a successor Issuing and Paying Agent or Registrar and acceptance by such successor of such appointment, the Issuing and Paying Agent or Registrar hereunder so superseded shall cease to be such Issuing and Paying Agent or Registrar hereunder.

(c) SUCCESSOR OF AGENT. Any successor Issuing and Paying Agent or Registrar appointed hereunder shall execute, acknowledge, and deliver to its predecessor and to the Issuer an instrument accepting such appointment hereunder, and thereupon such successor Issuing and Paying Agent or Registrar without any further act, deed or conveyance, shall become vested with all the authority, rights, powers, trusts, immunities, duties, and obligations of such predecessor, with like effect as if originally named as such Issuing and Paying Agent or Registrar hereunder. Such predecessor, upon payment of any amount then payable to it pursuant to Section 24, shall thereupon become obligated to transfer, deliver and pay over, and such successor Issuing and Paying Agent or Registrar shall be entitled to receive, all money, securities and other property on deposit with or held by such predecessor as such Issuing and Paying Agent or Registrar hereunder.

(d) MERGER, ETC. OF AGENT. Any corporation into which any Agent hereunder may be merged, or converted, or any corporation with which any Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which any Agent shall be a party, or a corporation to which any Agent shall sell or otherwise transfer all or substantially all of the assets and business of such Agent shall be the successor to such Agent under this Agreement (provided that it shall be qualified as aforesaid) without the execution or filing of any paper or any further act on the part of any of the parties hereto. Each Agent will advise the Issuer promptly after any public announcement of a proposal by such Agent to enter into any such transaction.

(e) CHANGE IN DUTIES OF AN AGENT. The Issuer may vary the appointment of any Agent other than the Issuing and Paying Agent.

(f) ADDITIONAL AGENTS. The Issuer may from time to time appoint a paying agent for one or more Notes. In the event that (i) the Issuing and Paying Agent shall be

removed or resign and any successor thereto shall not be located in The City of New York or (ii) the Issuing and Paying Agent shall cease to maintain an office in The City of New York at which amounts due on the Notes are payable, then in either such case the Issuer, with respect to Notes issued by it, shall appoint a paying agent with an office in The City of New York at which such Notes may be paid.

SECTION 21. RELIANCE ON INSTRUCTIONS. The Issuing and Paying Agent shall incur no liability to the Issuer in acting hereunder upon instructions contemplated hereby which the Issuing and Paying Agent believed in good faith to have been properly given. In the event a discrepancy exists between the instructions as originally received by the Issuing and Paying Agent and any subsequent written confirmation thereof, such original instructions will be deemed controlling provided the Issuing and Paying Agent gives notice to the Issuer of such discrepancy promptly upon receipt of such written confirmation.

SECTION 22. CANCELLATION OF UNISSUED NOTES. Promptly upon the written request of the Issuer, the Issuing and Paying Agent shall cancel and return to the Issuer all unissued Notes of the Issuer in its possession.

SECTION 23. REPRESENTATION AND WARRANTIES OF THE ISSUER; INSTRUCTIONS BY CERTIFICATE.

(a) Each instruction given to the Issuing and Paying Agent in accordance with Section 5 hereof shall constitute a representation and warranty to the Issuing and Paying Agent by the Issuer that the issuance and delivery of the Notes is in accordance with the terms and conditions described in the Offering Circular and the applicable Pricing Supplement, have been duly and validly authorized by the Issuer and, when completed, authenticated and delivered pursuant hereto, the Notes will constitute the valid and legally binding obligations of the Issuer enforceable against the Issuer in accordance with its terms.

(b) Any instruction given by the Issuer to the Issuing and Paying Agent under this Agreement shall be in the form of an Officer's Certificate. For the purposes of this Agreement, "Officer's Certificate" means a certificate signed by an Authorized Representative and delivered to the Issuing and Paying Agent.

SECTION 24. FEES. For their services under this Agreement, the Agents, including the Issuing and Paying Agent, shall be entitled to compensation, as shall be mutually agreed upon in writing between each such Agent and the Issuer from time to time and the Issuer agrees to reimburse the Issuing and Paying Agent for all reasonable out of pocket disbursements and advances made or incurred by the Issuing and Paying Agent incurred without negligence or willful misconduct.

SECTION 25. NOTICES.

(a) All communications by or on behalf of the Issuer relating to the completion, delivery or payment of the Notes are to be directed to the Corporate Trust Agency Group of the Issuing and Paying Agent, Four Albany Street, 4th floor, New York, New York 10006, Attention: Corporate Trust and Agency Group (or such other department or division as the Issuing and Paying Agent shall specify in writing to the Issuer). The Issuer will send all Notes to be completed and delivered by the Issuing and Paying Agent to such Corporate Trust and Agency Group (or such other department or division as the Issuing and Paying Agent shall specify in writing to the Issuer). The Issuing and Paying Agent will, upon written request, advise the Issuer from time to time of the individuals generally responsible for the administration of this Agreement.

(b) Notices and other communications hereunder shall (except to the extent otherwise expressly provided) be in writing and shall be addressed as follows, or to such other address as the party receiving such notice shall have previously specified:

If to the Issuer:

Bank of America, N.A.
Bank of America Corporate Center
100 North Tryon Street
6th Floor, NC1-007-06-07
Charlotte, North Carolina 28255
Telephone: (704) 388-2375
Telecopier: (704) 386-9946
Attention: James T. Houghton

With copies to:

Bank of America Corporation
Bank of America Corporate Center
Legal Department, 20th Floor, NC1-007-20-01
Charlotte, North Carolina 28255
Telephone: (704) 386-9036
Telecopier: (704) 386-6453
Attention: Jacqueline Jarvis Jones

and

Smith Helms Mulliss & Moore, L.L.P.
201 North Tryon Street
Charlotte, North Carolina 28202
Telephone: (704) 343-2229
Telecopier: (704) 334-8467
Attention: Robert M. Donlon

If to the Issuing and Paying Agent:

Bankers Trust Company
Four Albany Street,
4th floor,
New York, New York 10006
Telephone: (212) 250-6161
Telecopier: (212) 250-6961/6392
Attention: Corporate Trust and Agency Group

with a copy to:

Kramer, Levin, Naftalis & Frankel
919 Third Avenue
New York, New York 10022
Telephone: (212) 715-9392
Telecopies: (212) 715-8000
Attention: Michele D. Ross, Esq.

SECTION 26. INFORMATION FURNISHED BY THE ISSUING AND PAYING AGENT. Upon the reasonable request of the Issuer and from time to time, the Issuing and Paying Agent shall promptly provide the Issuer with information with respect to Notes issued by it hereunder to the extent such information is reasonably available.

SECTION 27. LIABILITY. Neither the Issuing and Paying Agent nor its officers or employees shall be liable to the Issuer for any act or omission hereunder except in the case of negligence or willful misconduct. The duties and obligations of the Issuing and Paying Agent, its officers and employees shall be determined by the express provisions of this Agreement and they shall not be liable except for the negligent performance of such duties and obligations as are specifically set forth herein and no implied covenants shall be read into this Agreement against them. Neither the Issuing and Paying Agent nor its officers shall be required to ascertain whether any issuance or sale of Notes (or any amendment or termination of this Agreement) is in compliance with any other agreement to which the Issuer is a party (whether or not any of the Agents is also a party to such other agreement).

SECTION 28. ADDITIONAL RESPONSIBILITIES; ATTORNEYS FEES.

(a) If the Issuer shall ask the Issuing and Paying Agent to perform any duties not specifically set forth in the Agreement as duties of the Issuing and Paying Agent (the "Additional Responsibilities") and the Issuing and Paying Agent chooses to perform such Additional Responsibilities, the Issuing and Paying Agent shall be held to the same standard of care and shall be entitled to all the protective provisions (including, but not limited to, indemnification) set forth herein.

(b) In the event the Issuer shall default under any of the provisions or obligations of this Agreement, the Notes or any amendment, supplement or modification related hereto, affecting the rights or duties of the Issuing and Paying Agent, and the Issuing and

Paying Agent shall employ attorneys or incur other expenses for the enforcement of performance or observance of any such obligation or agreement, the Issuer agrees that, in the absence of negligence or willful misconduct on the part of the

Issuing and Paying Agent, it will on demand therefore pay to the Issuing and Paying Agent the reasonable fees of such attorneys and such other expenses incurred by the Issuing and Paying Agent.

SECTION 29. TRANSFER OF NOTES AND MONEYS.

(a) The Issuing and Paying Agent shall hold all Certificated Notes delivered to it for payment solely for the benefit of the respective Holders of the Notes which shall have so delivered such Notes until moneys representing the payment for such Notes shall have been delivered to or for the account of or to the order of such Holders.

(b) The Issuing and Paying Agent shall hold all moneys delivered to it pursuant to this Agreement for the payment of Certificated Notes in trust solely for the benefit of the person or entity which shall have so delivered such moneys until such Notes shall have been delivered to or for the account of such person or entity, but such moneys need not be segregated from other funds except to the extent required by law.

(c) The Issuing and Paying Agent shall only make such payments called for under this Agreement from funds transferred to it for payment pursuant to this Agreement which funds are immediately available and on deposit in an appropriate account maintained by the Issuing and Paying Agent in The City of New York.

(d) Under no circumstances shall the Issuing and Paying Agent be obligated to expend any of its own funds in connection with the performance of its duties hereunder.

(e) The Issuing and Paying Agent may become a purchaser, holder, transferor or otherwise own, hold or transfer any Notes and may commence or join in any action which a Holder is entitled to take without any conflict with its responsibilities pursuant to this Agreement.

(f) The Issuing and Paying Agent shall not be required to invest any moneys delivered to it.

(g) The Issuing and Paying Agent shall have no liability for interest on any moneys received from the Issuer hereunder.

(h) The Issuing and Paying Agent shall not be responsible for the correctness of any recital in the Notes or in any offering materials and makes no representations as to the validity of the Notes and shall incur no responsibility in respect thereto.

(i) The Issuing and Paying Agent shall be protected in acting upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons.

(j) Any action taken by the Issuing and Paying Agent pursuant to this Agreement upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Holder of any Note shall be conclusive and binding upon all future holders of the same Note and Notes issued in exchange therefor or in place thereof.

(k) In paying Notes hereunder, the Issuing and Paying Agent shall be acting as a conduit and shall not be paying Notes for its own account, and in the absence of written notice from the Issuer to the contrary and in the absence of gross negligence or wilful misconduct of the Issuing and Paying Agent, the Issuing and Paying Agent shall be entitled to assume that any Global Note presented to it, or deemed presented to it, for payment, is entitled to be so paid.

SECTION 30. INDEMNITY. The Issuer covenants and agrees to indemnify the Issuing and Paying Agent (including its directors, officers, attorneys, employees and agents) for, and to hold it harmless against, any loss, liability or expense (including reasonable attorneys fees and disbursements) incurred without negligence or willful misconduct on its part, arising out of or in connection with this Agreement or the Administrative Procedures and/or the performance of the Issuing and Paying Agent's duties hereunder and the Administrative Procedures, including the reasonable costs and expenses of defending it against any claim of liability in the premises. The Issuing and Paying Agent may refuse to perform any duty or exercise any right or power unless it receives indemnity satisfactory to it against any related loss, liability or expense. These indemnification obligations shall survive the termination of this Agreement including any termination under state or federal banking law or other insolvency law, to the extent enforceable under applicable law, and shall survive the resignation or removal of the Issuing and Paying Agent while remaining applicable to any action taken or omitted by the Issuing and Paying Agent while acting pursuant to this Agreement.

SECTION 31. LIMITATION OF LIABILITY; RELIANCE ON OPINIONS AND CERTIFICATES.

(a) THE ISSUING AND PAYING AGENT'S DUTIES ARE MINISTERIAL IN NATURE AND IN NO EVENT SHALL THE ISSUING AND PAYING AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANY PERSON OR ENTITY FOR ANY (a) LOSS, LIABILITY, DAMAGES OR EXPENSES (OTHER THAN, IN THE CASE OF THE ISSUER ONLY, THOSE WHICH RESULT DIRECTLY FROM THE ISSUING AND PAYING AGENT'S NEGLIGENCE OR WILLFUL MISCONDUCT) OR (b) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) , EVEN IF THE ISSUING AND PAYING AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, INCLUDING WITHOUT LIMITATION FOR BREACH OF THIS CONTRACT OR TORT (INCLUDING NEGLIGENCE).

(b) The Issuing and Paying Agent shall be entitled to consult with counsel of its choosing and shall have no liability to the Issuer in respect of an action taken or

omitted by the Issuing and Paying Agent in good faith in reliance on an opinion of counsel or an Officer's Certificate, including in-house counsel.

(c) Notwithstanding anything to the contrary herein, the Issuing and Paying Agent shall not be responsible for any misconduct or negligence on the part of any agent, correspondent, attorney or receiver appointed with due care by it hereunder.

SECTION 32. BENEFIT OF AGREEMENT. This Agreement is solely for the benefit of the parties hereto and the Holders and their successors and assigns and no other person shall acquire or have any rights under or by virtue hereof.

SECTION 33. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to agreements to be entered into and to be performed in such State.

SECTION 34. HEADINGS AND TABLE OF CONTENTS. The table of contents and the section and subsection headings herein are for convenience only and shall not affect the construction hereof.

SECTION 35. COUNTERPARTS. This Agreement may be signed in separate counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

SECTION 36. TERMINATION OF PRIOR ISSUING AND PAYING AGENT AGREEMENTS. The Issuer and Bankers Trust Company agree that on the day on which no notes issued by the Issuer and authenticated and delivered under the Issuing and Paying Agent Agreement with an April 30, 1993 Effective Date entered into between Bankers Trust Company and the Issuer remain outstanding, such agreement shall terminate (other than the provisions contained therein which by their terms survive termination).

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

BANK OF AMERICA, N.A., as Issuer

By: /S/ James T. Houghton

Name: James T. Houghton
Title: Senior Vice President

BANKERS TRUST COMPANY, as
Issuing and Paying Agent

By: /S/ Ednora G. Linares

Name: Ednora G. Linares
Title: Assistant Vice President

Exhibit 4(m)

AMENDED AND RESTATED

ISSUING AND PAYING AGENCY AGREEMENT

between

BANK OF AMERICA, N.A.,
as Issuer

and

BANKERS TRUST COMPANY,
as Issuing and Paying Agent,

Dated as of July 30, 1999

SHORT-TERM AND MEDIUM-TERM NOTES

Due 7 Days or More From Date of Issue

Table of Contents

<TABLE>
<CAPTION>
Page

<S>	<C>		<C>
SECTION 1.	Definitions		1
SECTION 2.	Appointment of Agents		6
	(a)	Issuing and Paying Agent	6
	(b)	Selling Agents	7
	(c)	Registrar	7
	(d)	Transfer Agents	7
	(e)	Calculation Agents	8
SECTION 3.	The Notes		8
	(a)	Note Form; Signature	8
	(b)	Denominations	10
	(c)	Completion of Notes	11
	(d)	Date	11
	(e)	Certificate of Authentication	11
	(f)	Original Issue Discount Notes	11
	(g)	Custody of Notes	11
	(h)	Certificated Notes	11
SECTION 4.	Authorized Representatives		11
SECTION 5.	Completion, Authentication and Delivery of Notes		12
SECTION 6.	Procedure Upon Sale of the Notes		15
SECTION 7.	Payment of Interest; Actions on Days Other than Business Days		15
SECTION 8.	Payment of Principal		16
SECTION 9.	Designation of Accounts to Receive Payment		16
SECTION 10.	Information Regarding Amounts Due		17
SECTION 11.	Specified Currency Notes		17
SECTION 12.	Deposit of Funds		17
SECTION 13.	Optional Redemption		17
	(a)	Optional Redemption	17
	(b)	Optional Repayment	18
	(c)	Optional Extension of Maturity	18
	(d)	Optional Renewal	19
SECTION 14.	Events of Default		20

SECTION 15.	Registration; Transfer	21
SECTION 16.	Persons Deemed Owners	22
SECTION 17.	Mutilated, Lost, Stolen or Destroyed Notes	22
SECTION 18.	Return of Unclaimed Funds	23
SECTION 19.	Amendment or Supplement	23
SECTION 20.	Resignation or Removal of Agents; Appointment of Successors to Agents	24
	(a) Resignation or Removal of Agent	24
	(b) Appointment of Successor to Agent	25
	(c) Successor of Agent	25
	(d) Merger, Etc. of Agent	26
	(e) Change in Duties of an Agent	26
	(f) Additional Agents	26
SECTION 21.	Reliance on Instructions	26
SECTION 22.	Cancellation of Unissued Notes	26
SECTION 23.	Representation and Warranties of the Issuer; Instructions by Certificate	26
SECTION 24.	Fees	27
SECTION 25.	Notices	27
SECTION 26.	Information Furnished by the Issuing and Paying Agent	28
SECTION 27.	Liability	29
SECTION 28.	Additional Responsibilities; Attorneys Fees	29
SECTION 29.	Transfer of Notes and Moneys	29
SECTION 30.	Indemnity	30
SECTION 31.	Limitation of Liability; Reliance on Opinions and Certificates	31
SECTION 32.	Benefit of Agreement	31
SECTION 33.	Governing Law	32
SECTION 34.	Headings and Table of Contents	32
SECTION 35.	Counterparts	32
SECTION 36.	Termination of Prior Issuing and Paying Agent Agreements	32
EXHIBIT A	Forms of DTC Letters of Representations	34
EXHIBIT B	Administrative Procedures	35
EXHIBIT C	Form of Face of Fixed Rate Note	36
EXHIBIT D	Form of Face of Floating Rate Note	37
EXHIBIT E	Form of Face of Indexed Note	
EXHIBIT F	Form of Legend for Original Issue Discount Notes	38
EXHIBIT G	Bank of America, N.A. Authorized Representatives	39
EXHIBIT H	Form of Issuing and Paying Agent's Officer's Certificate Referencing Authorized Representatives	40

</TABLE>

BANK OF AMERICA, N.A.

SHORT-TERM AND MEDIUM-TERM NOTES
AMENDED AND RESTATED
ISSUING AND PAYING AGENCY AGREEMENT

AMENDED AND RESTATED ISSUING AND PAYING AGENCY AGREEMENT dated as of July 30, 1999 between BANK OF AMERICA, N.A., a national banking association organized under the laws of the United States, as Issuer and as successor to NationsBank, N.A., and BANKERS TRUST COMPANY, a New York banking corporation, as

Issuing and Paying Agent, amending and restating that certain Issuing and Paying Agency Agreement dated as of May 19, 1998, between NationsBank, N.A., and Bankers Trust Company.

SECTION 1 DEFINITIONS. Except as otherwise expressly provided herein or in the applicable Note or unless the context otherwise requires: (1) the words and phrases with initial capitals used herein have the meanings specified in this Section; and (2) the words "herein," "hereof" and "hereunder" and other words of similar impact refer to this Issuing and Paying Agency Agreement as a whole and not to any particular section or other subdivision. Capitalized terms used herein but not otherwise defined herein shall have the same meaning and intention specified therefor in the applicable Note.

ADDITIONAL RESPONSIBILITIES - Has the meaning given such term in Section 28.

ADMINISTRATIVE PROCEDURES - The Administrative Procedures applicable to the Notes, as set forth in Exhibit B hereto.

AGENT OR AGENTS - Any of the Issuing and Paying Agent, any paying agent or the Registrar, as the context indicates.

AGREEMENT - This Issuing and Paying Agency Agreement, including the exhibits hereto, as amended or supplemented from time to time.

AMORTIZING NOTE - Any Note the terms of which provide for the payment of Principal thereof and interest thereon on each Interest Payment Date and the Stated Maturity thereof.

AUTHORIZED DENOMINATION - Has the meaning given such term in Section 3 (b)

AUTHORIZED REPRESENTATIVE - With respect to the Issuer, any duly authorized representative of the Issuer as set forth in Exhibit F hereto, and any other representative of the Issuer as to which the Issuer may hereafter certify in writing to the Issuing and Paying Agent.

BUSINESS DAY - Unless otherwise specified in a Pricing Supplement relating to a particular Note, with respect to any Note issued by the Issuer, any day that is not a Saturday or Sunday and that is not a day on which banking institutions in The City of New York, New York or Charlotte, North Carolina (or, if the Issuing and Paying Agent is other than Bankers Trust Company, the city in which such successor Issuing and Paying Agent's principal office is located) are generally authorized or obligated by law to close. With respect to LIBOR Notes (as described herein), "Business Day" means London Business Day. If a particular Note is

denominated in or indexed to a Specified Currency other than U.S. dollars, "Business Day" means any day that is not a Saturday or Sunday and that is not a day on which banking institutions in The City of New York or Charlotte, North Carolina and the principal financial center of the country issuing the Specified Currency are generally authorized or obligated by law or regulation to close and is a day on which banking institutions in such principal financial center are carrying out transactions in such Specified Currency and, if such Note is denominated in euros, is a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System is open.

CALCULATION AGENT - With respect to Notes issued by the Issuer, such person appointed by the Issuer to calculate the interest rates applicable to Floating Rate Notes or certain other Notes, and for certain related matters, as more fully described in Section 2 (e).

CERTIFICATE OF AUTHENTICATION - Has the meaning given such term in Section 3 (e).

CERTIFICATED NOTES - Any Notes issued in fully registered, certificated form.

COMPONENTS - Has the meaning given such term in Section 11(d).

DEPOSITARY - With respect to Notes issued in the form of one or more Global Notes, the Person designated as Depositary by the Issuer thereof pursuant hereto, which Depositary at all times shall be a trust company validly existing and in good standing (at the time of its appointment) under the laws of the United States or any state thereof and shall be a clearing agency duly registered under the Securities Exchange Act.

DISTRIBUTION AGREEMENT - The Amended and Restated Distribution Agreement, dated as of July 30, 1999, among the Issuer, Banc of America Securities LLC, Credit Suisse First Boston Corporation, Lehman Brothers Inc. (including its affiliate Lehman Commercial Paper Inc.), Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley & Co. Incorporated and Salomon Smith Barney Inc., as amended and supplemented from time to time.

DTC - The Depository Trust Company or its successors and assigns.

EVENT OF DEFAULT - Has the meaning given such term in Section 14.

EXTENSION NOTICE - The notice to be provided to Holders of Notes the Stated Maturity of which is extended by the Issuer as provided in Section 13(c) hereof.

EXTENSION PERIOD(S) - The period or periods, by which the Issuer may extend the Stated Maturity of Notes which provide for such extension, as described more fully in Section 13(c) hereof.

FINAL MATURITY DATE - The latest date designated on the face of a Note which provides for the maturity thereof.

FIXED RATE NOTES - Any Notes bearing interest at fixed rates and substantially in the form of Exhibit C hereto.

FLOATING RATE NOTES - Any Notes bearing interest at a variable rate or rates determined by reference to an interest rate formula, which may be adjusted by adding or subtracting a number of basis points or "spread" specified by the Issuer on the related Floating Rate Note as being applicable to such Floating Rate Note and/or by multiplying a percentage or "spread multiplier" specified by the Issuer thereof on the related Floating Rate Note as being applicable to such Floating Rate Note and substantially in the form of Exhibit D.

GLOBAL NOTE - A Note, in the form provided by Section 3(a), issued to the Depositary or its nominee, and registered in the Register in the name of the Depositary or its nominee.

HOLDER - Means the person in whose name a Note is registered in the Register.

INDEXED NOTES- Any Notes pursuant to which the amount of principal, premium, if any, or interest payable is to be determined with reference to one or more specified commodities or loans or stocks or other securities, or any combination or basket of the foregoing, or the exchange rate of one or more specified currencies (including composite currencies), or another index, formula or other method and substantially in the form of Exhibit E.

INITIAL MATURITY DATE - Has the meaning given such term in Section 13(d).

INITIAL REDEMPTION DATE - With respect to a Note that is subject to an Optional Redemption, the date specified as the Initial Redemption Date on such Note and after which, but prior to the Stated Maturity, an Optional Redemption of such Note may occur as specified in such Note.

INITIAL RENEWAL DATE - Has the meaning given such term in Section 13(d).

INTEREST PAYMENT DATE - A date for payment of interest on a Note, as provided in the Note.

ISSUER - Bank of America, N.A., a national banking association, and its successors and assigns is referred to herein as the "Issuer".

ISSUING AND PAYING AGENT - Bankers Trust Company, or any successor Issuing and Paying Agent appointed in accordance with this Agreement under Section 20 that has accepted such appointment hereunder.

LETTERS OF REPRESENTATIONS - The letters from the Issuing and Paying Agent and Bank, as appropriate, to be furnished to DTC in accordance with Section 2(a) hereof, substantially in the forms set forth in Exhibit A hereto.

LONDON BUSINESS DAY - Any day on which dealings in deposits in U.S. dollars are transacted in the London inter-bank market.

NEW MATURITY DATE - Has the meaning given such term in Section 13(d).

NOTE OR NOTES - Any of the Issuer's Short-Term Notes or Medium-Term Notes issued, authenticated and delivered under this Agreement.

OFFERING CIRCULAR - The Offering Circular of the Issuer relating to the Notes dated July 30, 1999 as the same may be amended or supplemented from time to time.

OFFICER'S CERTIFICATE - With respect to the Issuer, a certificate (i) signed by the Chairman of the Board, the President, or any Executive Vice President or Senior Vice President of the Issuer or such other persons as the Issuer designates in an Officer's Certificate signed by the President or any Vice President, and (ii) delivered to the Issuing and Paying Agent.

OPTIONAL REDEMPTION - A redemption of a Note on or after the date designated on such Note as the Initial Redemption Date at the option of the

Issuer as set forth in such Note at a Redemption Price as set forth in such Note.

ORIGINAL ISSUE DATE - As to any Note, the date on which such Note was issued and the purchase price therefore was paid by the related Holder.

ORIGINAL ISSUE DISCOUNT NOTE - Any Note issued at an issue price representing more than a de minimis discount from the principal amount payable at its Stated Maturity for federal income tax purposes.

ORIGINAL STATED MATURITY - Has the meaning given such term in Section 13(c).

OUTSTANDING - For purposes of the provisions of this Agreement and the Notes, any Note authenticated and delivered pursuant to this Agreement shall, as of any date of determination, be deemed to be "Outstanding," except: (i) Notes theretofore canceled or delivered to the Issuing and Paying Agent for cancellation; (ii) Notes that have become due and payable on their Principal Payment Date and with respect to which monies sufficient to pay the Principal or Redemption Price thereof, as the case may be, and interest thereon shall have been made available to the Issuing and Paying Agent; or (iii) Notes in lieu of or in substitution for which other Notes shall have been authenticated and delivered pursuant to this Agreement.

PAYMENT DATE - A date for payment of Principal of and interest on an Amortizing Note as provided in the Note.

PERSON - Any legal person, including any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency, instrumentality or political subdivision thereof.

PREDECESSOR NOTES - With respect to any particular Note, every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purpose of this definition, any Note authenticated and delivered under Section 17 or the terms of a Note in lieu of or in exchange for a mutilated, lost, destroyed, or stolen Note shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Note, and any Note issued upon registration of transfer of or in exchange for any other Note shall be deemed to evidence all or a portion of the same debt evidenced by such other Note.

PREPAYMENT OPTION DATES - If specified on the applicable Note, a date or dates for prepayment of a Note prior to the Stated Maturity thereof at the option of the Holder.

PREPAYMENT OPTION PRICE - The amount prepayable to a Holder on a Prepayment Option Date together with any accrued interest to the Prepayment Option Date, as and if specified above on the applicable Note.

PRICING SUPPLEMENT - A supplement to the Offering Circular for a particular Note or Notes.

PRINCIPAL - The amount of a Note due and payable on the Stated Maturity therefor or, in the case of an Amortizing Note, the "Amortized Face Amount" (as specified in the Note).

PRINCIPAL OFFICE - Subject to the right of each to change its office, by advance written notice to the Issuer, such term means, (1) for the Issuing and Paying Agent, its principal corporate trust office at Four Albany Street, 4th floor, New York, New York 10006, Attention: Corporate Trust and Agency Group; and (2) for any successor or additional Agents, their offices specified in writing to the Issuer and the Issuing and Paying Agent.

PRINCIPAL PAYMENT DATE - The date provided on the face of the Note on which the Principal, or Redemption Price of the Note, as the case may be, becomes due and payable.

REDEMPTION PRICE - With respect to any Note subject to an Optional Redemption, the amount specified in such Note as payable, when such Note is redeemed on or after the Initial Redemption Date, pursuant to the related Note.

REGISTER - The register for the registration and transfer of the Notes maintained by the Issuing and Paying Agent pursuant to Section 15 hereof.

REGISTRAR - Bankers Trust Company, or any successor or successors as Registrar, appointed in accordance with Section 20 hereof, who shall perform the duties provided under Section 2(c) hereof.

REGULAR RECORD DATE - With respect to any Note, unless otherwise specified in such Note, the Regular Record Date with respect to any Interest Payment Date or Payment Date shall be the date that is the fifteenth calendar day (whether or not a Business Day) prior to the applicable Interest Payment Date or Payment Date, as the case may be.

RENEWABLE NOTE - A Note the maturity of which may be renewed at the option of the Holder in accordance with the terms thereof.

RENEWAL DATE - Has the meaning given such term in Section 13 (d).

SECURITIES EXCHANGE ACT - The Securities Exchange Act of 1934, as amended.

SELLING AGENT - Any party, other than the Issuer, to the Distribution Agreement, including any party added to such agreement after its initial date of execution. The initial Selling Agents are: Banc of America Securities LLC, Credit Suisse First Boston Corporation, Lehman Brothers Inc. (including its affiliate, Lehman Commercial Paper Inc.), Merrill Lynch & Co., Merrill,

Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley & Co., Incorporated and Salomon Smith Barney Inc.

SPECIAL ELECTION INTERVAL - A period during which, if so specified on the applicable Renewable Note, on the Interest Payment Date occurring in the last month of each such Special Election Interval after an Initial Renewal Date, the term of the Note may be extended to the Interest Payment Date occurring in the last month in a period equal to twice the Special Election Interval after the applicable Renewal Date, if the Holder of such Note elects to extend the term of the Note or any portion thereof as provided in such Note.

SPECIAL ELECTION PERIOD - A period, if specified on the applicable Note, during which the Holder of such Note may elect to renew the term of the Note, or if provided in the applicable Note, any portion thereof, by delivering a notice to such effect to the Issuing and Paying Agent.

SPECIFIED CURRENCY - The currency in which such Note is denominated if such currency is denominated in a composite currency, currency unit or a currency other than U.S. dollars.

SPECIFIED CURRENCY NOTE - A Note, which pursuant to the terms specified thereon, is denominated in a Specified Currency.

STATED MATURITY - As to any Note or any installment of Principal thereof or interest thereon, the date specified therein as the fixed date on which the Principal of such Note or such installment of Principal and interest is due and payable.

TRANSFER AGENT - With respect to any Note issued by the Issuer, any Person or Persons appointed by the Issuer to exchange or transfer Notes issued by the Issuer.

SECTION 2. APPOINTMENT OF AGENTS.

(a) ISSUING AND PAYING AGENT. The Issuer hereby appoints Bankers Trust Company, as Issuing and Paying Agent of the Issuer in respect to the Notes upon the terms and subject to the conditions herein set forth, and Bankers Trust Company hereby accepts such appointment. The Issuing and Paying Agent shall have the powers and authority granted to and conferred upon it in the Notes and this Agreement and such further powers and authority to act on behalf of the Issuer as may be agreed upon by the Issuer and the Issuing and Paying Agent from time to time. All of the terms and provisions with respect to such powers and authority contained in the Notes are subject to and governed by the terms and provisions hereof.

The Issuer, further appoints and authorizes Bankers Trust Company, as Issuing and Paying Agent, to act as its Issuing and Paying Agent in executing the Letters of Representations to be delivered to the Depositary, in substantially the forms set forth in Exhibit A hereto.

The Issuing and Paying Agent shall at all times be a bank or trust company organized under the laws of the United States or any jurisdiction in the United States and authorized and empowered under such laws to fulfill and perform all the duties and obligations of the Issuing and Paying Agent hereunder.

The Issuing and Paying Agent hereby represents that it is a bank or trust company meeting the foregoing requirements and that it shall promptly notify the Issuer of any occurrence or event that renders it unable to continue to make the aforesaid representation.

(b) SELLING AGENTS. The Issuer has appointed Banc of America Securities LLC, Credit Suisse First Boston Corporation, Lehman Brothers Inc. (Including its affiliate Lehman Commercial Paper Inc.), Merrill Lynch & Co., Merrill, Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley & Co., Incorporated and Salomon Smith Barney Inc., as Selling Agents for the Notes by and under the terms of the Distribution Agreement, under which the Issuer may, from time to time, appoint other Selling Agents.

(c) REGISTRAR. The Issuer hereby appoints Bankers Trust Company as Registrar of the Issuer in respect of the Notes upon the terms and subject to the conditions herein set forth, and Bankers Trust Company hereby accepts such appointment. The Registrar will keep the Register and otherwise act as Registrar in accordance with the terms of this Agreement.

The Registrar will keep a record of all Notes, at its Principal Office or at such other location as it may choose and as to which it will give advance notice to the Issuer. The Registrar will include in such record a notation as to whether such Notes have been paid or cancelled or, in the case of mutilated, destroyed, stolen or lost Notes, whether such Notes have been replaced. In the case of the replacement of any of the Notes, the Registrar will keep a record of the Notes so replaced and the Notes issued in replacement thereof.

(d) TRANSFER AGENTS. The Issuer (at its sole cost and expense) may appoint from time to time one or more Transfer Agents for one or more of the Notes. The Issuer shall solicit written acceptance of the appointment from any entity so appointed as Transfer Agent. Such written acceptance shall be in a form satisfactory to the Issuing and Paying Agent and state that by the Transfer Agent's acceptance of such appointment, it agrees to act as a Transfer Agent pursuant to the terms and conditions of this Agreement. The Issuer hereby appoints Bankers Trust Company as the initial Transfer Agent for the Notes, and Bankers Trust Company hereby accepts such appointment.

(e) CALCULATION AGENTS.

1. APPOINTMENT OF CALCULATION AGENT: The Issuer (at its sole cost and expense) may appoint from time to time one or more Calculation Agents for one or more of the Notes. The Issuer shall solicit written acceptance of the appointment from any entity so appointed as Calculation Agent. Such written acceptance shall be in a form satisfactory to the Issuing and Paying Agent and state that by the Calculation Agent's acceptance of such appointment, it agrees to act as a Calculation Agent pursuant to the terms and conditions of this Agreement.

(a) FLOATING RATE NOTES: Except as otherwise specified in a Pricing Supplement relating to a particular Note, the Issuer hereby appoints Bankers Trust Company as the initial Calculation Agent for the Floating Rate Notes, and Bankers Trust Company hereby accepts such appointment.

(b). INDEXED NOTES: Before issuing an Indexed Note, the Issuer shall appoint a Calculation Agent for the purpose of calculating the rate of interest or other amounts payable on the Indexed Notes, all in accordance with the terms of the Indexed Notes. With respect to Indexed Notes, at such times as shall be specified in the Pricing Supplement and the Indexed Note, the Calculation Agent shall determine the index (if required), principal, premium, if any, rate of interest, interest payable or other amounts payable. Upon the request of the Holder of any Indexed Note, the Calculation Agent will provide, if applicable, the current index, principal, premium, if any, rate of interest, interest payable or other amounts payable in connection with such Indexed Note.

2. DUTIES AND RESPONSIBILITIES: The duties and responsibilities of the Calculation Agent shall be as specified herein, in the Administrative Procedures attached as Exhibit B hereto, and in the applicable Note. As promptly as practicable after each Interest Determination Date for a Floating Rate Note or an Indexed Note, the Calculation Agent will notify the Issuer thereof of the interest rate which will become effective on the next interest Reset Date (as defined in such Floating Rate Note or Indexed Rate Note). Upon the request of the Holder of a Floating Rate Note or an Indexed Rate Note, the Calculation Agent will provide to such Holder the interest rate then in effect and, if determined, the interest rate which will become effective on the next Interest Reset Date with respect to such Floating Rate Note or such Indexed Note.

SECTION 3. THE NOTES.

(a) NOTE FORM; SIGNATURE. Except as otherwise provided in

Section 3(h) hereof, each Note issued by the Issuer with the same original issue date and otherwise having identical terms shall be represented by a single note certificate (each a "Global Note"). Fixed Rate Notes will be substantially in the form of Exhibit C hereto, Floating Rate Notes will be substantially in the form of Exhibit D hereto, and Indexed Notes will be substantially in the form of Exhibit E hereto, provided that any Specified Currency Notes will be substantially in any such form with such changes as may be agreed upon by the Issuer and the Issuing and Paying Agent as provided in Section 11 hereof. The Notes may contain such insertions, omissions, substitutions, and other variations as the Issuer

determines to be required or permitted by this Agreement and may have such letters, numbers, or other marks of identification and such legend or legends or endorsements placed thereon as any officer of the Issuer executing such Notes may determine to be necessary or appropriate, as evidenced by such officer's execution of such Notes by manual or facsimile signature, including, without limitation, any legends or endorsements that may be required to comply with any law or with any rules or regulations pursuant thereto, or with any rules of any securities exchange on which the Notes may be listed or to conform to general usage.

Any Global Note issued hereunder shall, in addition to the provisions contained in Exhibits C, D or E, hereto, as the case may be, bear a legend in substantially the following form:

"This Note is a Global Note within the meaning of the Issuing and Paying Agency Agreement hereinafter referred to and is registered in the name of a Depositary or a nominee of a Depositary. This Note is exchangeable for Notes registered in the name of a person other than the Depositary or its nominee only in the limited circumstances described in the Issuing and Paying Agency Agreement and may not be transferred except as a whole by the Depositary to a nominee of the Depositary or by a nominee of the Depositary to the Depositary or another nominee of the Depositary."

Furthermore, each Global Note issued hereunder to DTC or its nominee shall bear a legend in substantially the following form:

"Unless this Note is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of CEDE & CO. or such other name as requested by an authorized representative of The Depository Trust Company and any payment 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."

The Issuer will from time to time and upon request furnish the Issuing and Paying Agent with an adequate supply of Certificated Notes, without coupons, serially numbered, which will have the Principal amount, date of issue, Stated Maturity Initial Redemption Date, if any, rate of interest (in the case of Fixed Rate Notes) or base rate, initial interest rate, spread and/or spread multiplier, if any, interest reset dates, index, if any, index maturity, other amounts payable, and maximum and minimum interest rates, if any (in the case of Floating Rate Notes or Indexed Notes), and, in each case, the name and address of the Holder, and other applicable terms which may be specified with respect to such Notes in accordance with the Administrative Procedures left blank.

Each Floating Rate Note will bear interest at a rate determined by reference to a base rate, which may be adjusted by a spread or multiplied by a spread multiplier. Each Floating Rate Note will designate an applicable base rate. Such base rate shall be calculated by reference to an interest rate formula described in such Note. The interest rates borne by any particular Notes may vary as against the rates borne by any other Notes. Any such variations in interest rates with respect to particular Notes shall not affect the rates of interest borne by any other Notes issued hereunder.

Each of the principal, premium, if any, interest payable or other amounts payable, or any combination of the foregoing, may be determined by reference to one or more indices. each Indexed Note and the associated Pricing Supplement will designate the applicable indices. The principal, premium, if any, interest payable or other amounts payable may vary as against those borne by any other Indexed Notes. Any such variations in principal, premium, if any, interest payable or other amounts payable with respect to particular Indexed Notes shall not necessarily affect the principal, premium, if any, interest payable or other amounts payable borne by any other Indexed Notes issued under the Distribution Agreement.

Each Note will be signed manually or by facsimile by an Authorized Representative included in Group I on Exhibit G hereto. The Notes will have a Stated Maturity of not less than (7) seven days from date of issue and will be issued in the respective orders of the serial numbers imprinted thereon. The Issuing and Paying Agent hereby agrees to hold such blank Notes in safekeeping in accordance with its customary practices and procedures.

Notwithstanding the foregoing, any Global Note issued by the Issuer shall be exchangeable pursuant to this Section for Notes registered in the name of Persons other than the Depositary for such Note or its nominee only if (i) such Depositary notifies the Issuing and Paying Agent that it is unwilling or unable to continue as Depositary for such Global Note or if at any time such Depositary ceases to be a clearing agency registered under the Securities Exchange Act and in either such case a successor Depositary is not appointed by the Issuer within ninety (90) days, or (ii) the Issuer thereof executes and delivers to the Issuing and Paying Agent a written notification that such Global Note shall be so exchangeable or (iii) an Event of Default occurs with respect to such Global Note. Any Global Note that is exchangeable pursuant to the preceding sentence shall be exchangeable for Certificated Notes registered in such names as such Depositary shall direct. Notwithstanding any other provision in this Agreement, a Global Note may not be transferred except as a whole by the Depositary with respect to such Global Note to a nominee of such Depositary or by a nominee of such Depositary to such Depositary or another nominee of such Depositary.

As of the date hereof, the Issuer has authorized the issuance and sale of up to not more than $35,000,000,000 aggregate principal amount of Notes with maturities of 7 days or more. Subject to the last sentence of this paragraph, the maximum aggregate principal amount of Notes outstanding at any one time is limited to $35,000,000,000. In addition, subject to the last sentence of this paragraph, the aggregate principal amount of Notes having maturities of more than 270 days which may be issued throughout the term of the Issuing and Paying Agency Agreement is limited to $35,000,000,000.
Notwithstanding the foregoing, if the Issuer authorizes the issuance of additional Notes and, to the extent necessary, registers such Notes with the Office of the Comptroller of the Currency (the "OCC") such additional Notes may be sold to or through the Agents pursuant to the terms of this Agreement, all as though the issuance of such Notes were authorized as of the date hereof.

(b) DENOMINATIONS. Unless otherwise indicated in the applicable Notes and the applicable Pricing Supplement except as provided in Section 3(h) and to the extent that the Issuer elects to issue Notes in definitive form, the Notes shall be issuable only in book-entry form, without coupons, in minimum denominations of $250,000 and integral multiples of $1,000 in excess thereof.

(c) COMPLETION OF NOTES. Upon receipt of the information set forth in Section 5 (a), the Issuing and Paying Agent shall complete and authenticate each Note.

(d) DATE. The Issuing and Paying Agent will date each Note the date of its authentication.

(e) CERTIFICATE OF AUTHENTICATION. Only Notes that bear thereon a certificate of authentication substantially in a form set forth below (a "Certificate of Authentication"), executed by the Issuing and Paying Agent by its manual signature, will be valid:

Certificate of Authentication

This is one of the Notes referred to in the within-mentioned Issuing and Paying Agency Agreement.

Dated:________ BANKERS TRUST COMPANY
as Issuing and Paying Agent

By:

Authorized Signatory

(f) ORIGINAL ISSUE DISCOUNT NOTES. Each Original Issue Discount Note shall contain on its face a legend substantially in the form of Exhibit F hereto.

(g) CUSTODY OF NOTES. The Issuing and Paying Agent shall maintain in safe custody all blank Notes that the Issuer delivers to it and that it holds hereunder and shall complete and issue such Notes only in the terms hereof.

(h) CERTIFICATED NOTES. If at any time the Depositary notifies the Issuer or the Issuing and Paying Agent that it is unwilling or unable to continue to act as depositary for any of the Global Notes, or if at any time such Depositary ceases to be a clearing agency registered under the Securities Exchange Act and in either such case a successor Depositary is not appointed by the Issuer within ninety (90) days, the Issuer will execute and the Issuing and Paying Agent will, upon the receipt of procedures for certificated securities in form and substance satisfactory to the Issuer and the Issuing and Paying Agent and upon receipt of instructions in writing from the Issuer, authenticate and deliver to the Holder or the Holder's designee Notes of like tenor and terms in definitive form in an aggregate principal amount equal to the Global Notes then outstanding in exchange for such Global Notes.

SECTION 4. AUTHORIZED REPRESENTATIVES. The Issuer hereby certifies that each person named in Exhibit F hereto and designated as affiliated with the Issuer is a duly Authorized Representative of the Issuer and that the signature set forth opposite such representative's name is his or her true and genuine signature. The Issuing and Paying Agent shall be entitled to rely on the information set forth in Exhibit G for purposes of determining an Authorized Representative until such time as the Issuing and Paying Agent receives a subsequent certificate from the Issuer deleting or amending any of the information set forth therein. The Issuing and Paying Agent shall not have any responsibility to the Issuer to determine whether any signature on a Note purporting to be that of an Authorized Representative in Group I of Exhibit G with respect to the Issuer is genuine, so long as such signature resembles the specimen signature set forth in Group I of Exhibit G or in a subsequent certificate delivered to the Issuing and Paying Agent by the Issuer. Any Note bearing the signature of a person who is an Authorized Representative in Group I of Exhibit G with respect to the Issuer on the date he or she signs such Note shall be a binding obligation of the Issuer upon the completion and authentication thereof by the Issuing and Paying Agent, notwithstanding that such person shall have ceased to be an Authorized Representative on the date such Note is completed, authenticated or delivered by the Issuing and Paying Agent.

SECTION 5. COMPLETION, AUTHENTICATION AND DELIVERY OF NOTES.

(a) The Issuing and Paying Agent may rely on such instructions if they are received by one of the duly Authorized Representatives of the Issuing and Paying Agent named in Exhibit H hereto or their successors, which may be named by the Issuing and Paying Agent (of which the Issuer shall be notified in writing), from time to time through the use of a facsimile transmission (confirmed by guaranteed delivery of overnight courier) from any person purporting to be any of the individuals included in Group II on Exhibit G hereto. Such instructions shall include the following (each term as used or defined in the related form of Note attached):

1. Principal Amount of the Note, CUSIP Number and, if applicable, the Specified Currency.

2. (a) Fixed Rate Notes:

(i) Interest Rate,

(ii) Interest Payment Dates, and

(iii) Regular Record Dates.

(b) Floating Rate Notes:

(i) Base Rate or Rates,

(ii) Initial Interest Rate,

(iii) Spread and/or Spread Multiplier, if any,

(iv) Interest Reset Date or Dates,

(v) Interest Reset Period,

(vi) Interest Payment Dates,

(vii) Regular Record Dates,

(viii) Index Maturity,

(ix) Maximum and Minimum Interest Rates, if any, and

(x) Calculation Agent, if other than the Issuing and Paying Agent.

(c) Indexed Notes:

(i) Base Rates,

(ii) Initial Interest Rate(s),

(iii) Underlying index, credit or formula,

(iv) Interest (or Other Amounts Payable) Reset Date(s),

(v) Interest (or Other Amounts Payable) Reset Period(s),

(vi) Interest (or Other Amounts Payable) Payment Date(s),

(vii) Regular Record Dates,

(viii) Maximum and Minimum Interest Rates, if any, and

(ix) Calculation Agent, if other than the Issuing and Paying Agent.

3. Price to public, if any, of the Note (or whether the Note is being offered at varying prices relating to prevailing market prices at time of resale as determined by the Selling Agent).

4. Trade date.

5. Original Issue Date.

6. Stated Maturity.

7. Redemption provisions, if any, including Initial Redemption Date, Initial Redemption Percentage, Annual Redemption Reduction Percentage, whether partial redemption is permitted and method of determining Notes to be redeemed.

8. Prepayment Option Date(s) and Prepayment Option Price(s).

9. Extension provisions, if any, including length of Extension Period(s), number of Extension Periods and Final Maturity Date.

10. Renewal terms, if any, including Special Election Interval and Special Election Period.

11. Net proceeds to the Issuer.

12. The Selling Agent's commission or underwriting discount and the Selling Agent's participant account at the Depositary for settlement.

13. Whether such Notes are being sold to the Selling Agent as principal or to an investor or other purchaser through the Selling Agent acting as agent for the Issuer, or through the Issuer itself.

14. Whether such Note is being issued as an Original Issue Discount Note and the terms thereof.

15. Such other information specified with respect to the Notes (whether by addendum, text to be included under "Other Provisions" on the face of such Note, or otherwise), including, with respect to any Specified Currency Note, provisions regarding the calculation of any interest or principal payments under such Note.

(b) Upon receipt of the information set forth in subsection (a) above, the Issuing and Paying Agent will confirm by facsimile to the Issuer the principal amount of the Notes of the Issuer issued as of such date hereunder after giving effect to such

transaction and to all other transactions of which the Issuer has given instructions to the Issuing and Paying Agent but which have not yet been settled.

For purposes of monitoring the aggregate principal amount of

Notes issued and/or outstanding at any time hereunder, the Issuing and Paying Agent shall determine the U.S. Dollar equivalent of the principal amount of each Original Issue Discount Note or series of Original Issue Discount Notes, each Indexed Note the principal of which is determined by reference to an index or series of such Indexed Notes and each Specified Currency Note or series of Specified Currency Notes as follows:

(i) the U.S. Dollar equivalent of Specified Currency Notes shall be determined by the Issuing and Paying Agent as of 2:30 P.M., London time, on the Original Issue Date for such Notes by reference to the spot rate for U.S. Dollars against the Specified Currency provided to the Issuing and Paying Agent by the Issuer or, if such spot rate is not so provided on a timely basis, by reference to the Issuing and Paying Agent's middle market spot rate for U.S. Dollars against the Specified Currency on the London Business Day immediately preceding the date on which the Issuing and Paying Agent receives the Issuer's instruction to issue the Notes.

(ii) the principal amount of Original Issue Discount Notes and any other Notes issued at a discount shall be deemed to be (x) the principal amount received by the Issuer for the relevant issue or (y) in the case of a Specified Currency Note, the U.S. Dollar equivalent, determined in the manner specified in clause (i) above, of the principal amount received by the Issuer for the relevant issue.

(iii) the principal amount of any Indexed Notes the principal of which is determined by reference to an index shall be deemed to be the principal amount received by the Issuer for the relevant issue.

The Issuing and Paying Agent shall promptly notify the Issuer of each determination made as aforesaid.

(c) Upon receipt of such instructions, if such Notes are to be issued as one or more Global Notes, the Issuing and Paying Agent shall communicate to the Depositary and the Selling Agent through DTC's Participant Terminal System, a pending deposit message specifying the settlement information required in the Administrative Procedures.

(d) Instructions regarding the completion of a Note must be received by the Issuing and Paying Agent not later than the time and date specified in the Administrative Procedures.

SECTION 6. PROCEDURE UPON SALE OF THE NOTES. The Issuing and Paying Agent will upon reasonable written request, promptly deliver copies of such

Global Notes (with any additional terms provided by the Issuer included thereon) to the appropriate Selling Agents in accordance with Section 5(c) hereof.

SECTION 7. PAYMENT OF INTEREST; ACTIONS ON DAYS OTHER THAN BUSINESS DAYS; PAYMENT OF OTHER AMOUNTS.

(a) Subject to the receipt of funds as provided in Section 12 hereof, interest payments will be made on the Notes on each Interest Payment Date and on the Stated Maturity thereof (or the date of Optional Redemption, if any) pursuant to the terms stated thereon. All such interest payments (other than interest due on the Stated Maturity, or on the date of Optional Redemption, if a Note is redeemed prior to its Stated Maturity) will be paid to the Holder of such Note at the close of business on the applicable Regular Record Date. Notwithstanding the foregoing, if a Note is dated between the Regular Record Date next preceding an Interest Payment Date and such Interest Payment Date, the first payment of interest on such Note will be made on the next succeeding Interest Payment Date following the next succeeding Regular Record Date, to the Holder on the Regular Record Date immediately succeeding such first Interest Payment Date, unless otherwise specified in the applicable Pricing Supplement. Interest will begin to accrue on the issue date and not from the previous Interest Payment Date. Unless otherwise specified on the face of the Note and in an applicable Pricing Supplement, interest on Fixed Rate Notes (including payments for partial periods) will be calculated on the basis of a 360-day year consisting of twelve 30-day months; provided, however, that if the term of such Fixed Rate Note is for a period from 7 days through and including one year, then interest payable on such Fixed Rate Note, if any, on each Interest Payment Date and on the Stated Maturity will be calculated on the basis of the actual number of calendar days from and including the last Interest Payment Date to which interest has been paid to, but excluding, such Interest Payment

Date or Stated Maturity, as the case may be, divided by 360. Unless otherwise specified on the face of the Note and in an applicable Pricing Supplement, in the case of Floating Rate Notes, interest will be calculated and paid on the basis of the actual number of days since the preceding Interest Payment Date (or, if none, since the Original Issue Date) divided by 360 or, if the base rate is the Treasury Rate or CMT Rate, as defined in the applicable Note, by the actual number of days since the preceding Interest Payment Date (or, if none, since the Original Issue Date) . All interest on Certificated Notes (other than interest payable at Stated Maturity or upon any Optional Redemption) will be paid by check of the Issuing and Paying Agent mailed by such Issuing and Paying Agent to the Holder as such Holders address is shown in the Register referred to in Section 15 on the applicable Regular Record Date, or to such other address in the United States as such Holder shall designate to the Issuing and Paying Agent in writing not later than the relevant Regular Record Date; provided, however, that a Holder of one million dollars ($1,000,000) or more in aggregate Principal amount of Certificated Notes (all of which have identical terms and tenor) shall be entitled to receive payments of interest (other than interest payable at maturity or upon redemption) by wire transfer of immediately available funds upon written request to the Issuing and Paying Agent not later than fifteen (15) calendar days prior to the applicable Payment Date. All interest payments on any Global Note (other than Interest due on the Stated Maturity or the Optional Redemption Date, if any) shall be paid by the transfer of immediately available funds to the Depositary. The Issuing and Paying Agent will withhold taxes, if any, on

interest to the extent that it has been instructed in writing by the Issuer of the related Note that any taxes should be withheld.

(b) Actions Due on Saturdays, Sundays and Holidays. If any date on which a payment, notice or other action required by this Agreement, the Administrative Procedures or the Note falls on any day other than a Business Day, then that action or payment need not be taken or made on such date, but may be taken or made on the next succeeding Business Day on which the Issuing and Paying Agent is open for business with the same force and effect as if made on such date.

(c) Payment of Other Amounts. With respect to any Indexed Note which may include the payment of other amounts, the relevant Pricing Supplement shall provide for determination of, and timing and method of payment for, such other amounts.

SECTION 8. PAYMENT OF PRINCIPAL. Upon the Stated Maturity (or date of Optional Redemption, if any) of any Note, or on each Interest Payment Date and the Stated Maturity, in the case of an Amortizing Note, and upon presentation and surrender of any Note on or after the Stated Maturity (or the date of Optional Redemption, if any), the Issuing and Paying Agent shall pay, subject to the receipt of funds as provided in Section 12 hereof, the Principal amount of the Note together with accrued interest due on the Stated Maturity (or the date of Optional Redemption, if any), either (i) by separate wire transfer of immediately available funds to such account at a bank in The City of New York (or other bank consented to by the Issuer of the related Note) as the Holder of such Note shall have designated in writing to the Issuing and Paying Agent at least 15 days prior to such Principal Payment Date and if such Note is a Global Note, to the Depositary, or (ii) by check of the Issuing and Paying Agent payable to the, order of the Holder of the Note or its properly designated assignee or custodian. Upon payment in full, the Issuing and Paying Agent will cancel the Note and remit it directly to the Issuer thereof.

SECTION 9. DESIGNATION OF ACCOUNTS TO RECEIVE PAYMENT. In the event that Notes are issued in certificated form, a bank account to receive payments due under a certificated Note may be designated to the Issuing and Paying Agent to receive payments of interest and Principal under Sections 7 and 8 hereof either (i) by an Authorized Representative of the Issuer included in Group II of Exhibit G hereto in the authentication instructions given by it to the Issuing and Paying Agent under Section 5(a) hereof in respect of particular Notes, or (ii) in the event that the authentication instructions make no designation, or that the Holder wishes to change a designation previously made, by written notice from the Holder to the Issuing and Paying Agent. Such written notice must be provided to the Issuing and Paying Agent not later than fifteen (15) days prior to any Interest Payment Date, Principal Payment, or Payment Date, as the case may be.

SECTION 10. INFORMATION REGARDING AMOUNTS DUE. The Issuing and Paying Agent shall provide to the Issuer, at least five (5) Business Days before each Interest Payment Date or other payment date, a list of interest payments or other payments to be made on the following Interest Payment Date or other payment date for each Note and in total. The Issuing and Paying Agent will provide to the Issuer by

the fifteenth day of each month a list of the Principal, premium, if any, and interest or other amounts to be paid on Notes maturing in the next succeeding month.

SECTION 11. SPECIFIED CURRENCY NOTES. Prior to the issuance of any Specified Currency Note, the Issuer thereof shall provide to the Issuing and Paying Agent a form of such Note, which form shall be in substantially the form of Exhibit C, D or E hereto unless otherwise provided in the applicable Pricing Supplement, with such changes and additions as may be reasonably satisfactory to the Issuing and Paying Agent.

SECTION 12. DEPOSIT OF FUNDS. The Issuer shall, prior to 11:00 a.m., New York City time, on each Interest Payment Date or other payment date, pay to the Issuing and Paying Agent an amount in immediately available funds sufficient to pay all interest or other payments due on Notes issued by the Issuer on such Interest Payment Date and shall, prior to 11:00 a.m., New York City time, on the Stated Maturity (or any date of Optional Redemption, if any) of any Note issued by the Issuer, pay to the Issuing and Paying Agent an amount in immediately available funds sufficient to pay the Principal of any such Note, and interest accrued and/or other amounts due to the Stated Maturity (or the date of Optional Redemption, as the case may be).

SECTION 13. OPTIONAL REDEMPTION.

(a) OPTIONAL REDEMPTION. In accordance with and subject to the terms and conditions provided in the applicable Note and Pricing Supplement, the Issuer may at its option redeem a Note issued by it in whole or from time to time in part (subject to the requirement that the principal amount of such Note after such redemption, if such Note is redeemed in part, (unless otherwise specified in a Pricing Supplement) be not less than $250,000 or any integral multiple of $1,000 in excess thereof, such minimum denomination, the "Authorized Denomination") on or after the date designated in such Note as the Initial Redemption Date at the applicable Redemption Price, in each case, with accrued and unpaid interest to the date of redemption. Unless otherwise specified in an applicable Pricing Supplement and in the Note, the Issuer may exercise such option by giving to the Holder thereof a notice of such redemption at least thirty (30) but not more than sixty (60) days prior to the date of redemption. The Issuer shall notify the Issuing and Paying Agent of its election to redeem any Note at least forty-five (45) days prior to the date of redemption (unless a shorter period is satisfactory to the Issuing and Paying Agent). In the event of redemption of the Note in part only, a new Note or Notes of like tenor and terms for the unredeemed portion thereof shall be issued in the name of the Holder thereof upon the cancellation thereof in accordance with the terms of this Agreement. Unless otherwise provided in the applicable Note, if less than all of the Notes with like tenor and terms to such Note are to be redeemed, the Notes to be redeemed shall be selected by the Issuing and Paying Agent by pro rata, by lot or by such method as shall be agreed upon by the Issuing and Paying Agent and the Issuer as being fair and appropriate.

(b) OPTIONAL REPAYMENT. In accordance with and subject to the terms and conditions provided in the applicable Note and Pricing Supplement, such Note will be repayable prior to its Stated Maturity at the option of the Holder on the Prepayment Option Dates and at the Prepayment Option Prices provided in the applicable Note together with accrued interest to such date. Unless otherwise provided in the applicable Note and Pricing Supplement, in order for the Note to be repaid, the Issuer (or the Issuing and Paying Agent, on behalf of the Issuer) must receive, at least thirty (30) but not more than forty-five (45) days prior to an Prepayment Option Date, the Note and the form, entitled "Option to Elect Repayment" included with such Note at the time of its issue, duly completed. Exercise of this repayment option shall be irrevocable, except as otherwise provided under Section 13 (c) below. If so provided in the applicable Note, the repayment option may be exercised by the Holder of such Note for less than the aggregate principal amount of the Note then outstanding provided that the principal amount of the Note remaining outstanding after repayment is in an Authorized Denomination. Upon such partial repayment the Note shall be cancelled and a new Note or Notes of like tenor and terms for the remaining principal amount thereof shall be issued in the name of the Holder.

(c) OPTIONAL EXTENSION OF MATURITY. If so specified in the applicable Note and Pricing Supplement, the Stated Maturity of such Note may be extended at the option of the Issuer, in the manner set forth below (unless otherwise provided on the face thereof), for that number of periods each of such length as provided in the applicable Note (each an "Extension Period") up to but not beyond the Final Maturity Date set forth in such Note. Unless otherwise specified in the Applicable Note and Pricing Supplement, the Issuer may exercise such option by notifying the Issuing and Paying Agent of such exercise at least fifty (50) but no more than sixty (60) days prior to the Stated Maturity in effect prior to such exercise (the "Original Stated Maturity") . If the Issuer exercises such option, the Issuing and Paying Agent will mail (by first class mail, postage prepaid) to the Holder of the Note no later than forty (40) days prior to the Original

Stated Maturity a notice (the "Extension Notice") relating to such Extension Period, setting forth (i) the election of the Issuer to extend the Original Stated Maturity, (ii) the new Stated Maturity (which shall then be considered the Stated Maturity for all purposes of the Note) , (iii) spread or spread multiplier applicable to the Extension Period, and (iv) the provisions, if any, for redemption during such Extension Period. Upon the Issuing and Paying Agent's transmittal of the Extension Notice, the Original Stated Maturity of the Note shall be extended automatically, and, except as modified by the Extension Notice and as described in the next paragraph, such Note will have the same terms as prior to the transmittal of such Extension Notice.

Notwithstanding the foregoing unless otherwise provided in the Note and applicable Pricing Supplement, not later than twenty (20) days prior to the Original Stated Maturity of such Note the Issuer may, at its option, in the case of a Fixed Rate Note, revoke the interest rate provided for in the Extension Notice for the Extension Period and establish an interest rate that is higher than the interest rate provided for in the Extension Notice for the Extension Period, or in the case of a Floating Rate Note, revoke the spread or spread multiplier provided for in the Extension Notice for the Extension Period, or in the case of an Indexed Note, make such other changes to the determination of principal, premium, if any, interest payable or other amounts payable, or any combination of the foregoing, each to the economic benefit of the Holder, by causing the Issuing and Paying Agent to transmit notice of such higher interest rate, or higher spread or spread multiplier, or other change, as the case may be, to the Holder of such Note.

Such notice shall be irrevocable. All Notes with respect to which the Stated Maturity is extended and with respect to which the Holders of such Notes have not tendered such Notes for repayment (or have validly revoked any such tender) pursuant to the succeeding paragraph will bear such higher interest rate, or higher spread or spread multiplier, or other change, as the case may be, for the Extension Period.

If the Issuer elects to extend the Stated Maturity of the Note, the Holder thereof will have the option to elect repayment of the Note by the Issuer thereof on the Original Stated Maturity at a price equal to the aggregate principal amount thereof outstanding plus interest accrued to such date. In order to obtain such repayment, the Holder thereof must follow the procedures set forth in Section 13(b) for optional repayment except that the period for delivery of the Note or notification to the Issuing and Paying Agent shall be at least twenty-five (25) but not more than thirty-five (35) days prior to the Original Stated Maturity and except that, if the Holder thereof has tendered the Note for repayment pursuant to an Extension Notice, such Holder may, by written notice to the Issuing and Paying Agent, revoke such tender for repayment until the close of business on the tenth day prior to the Original Stated Maturity.

(d) OPTIONAL RENEWAL. If so provided in the applicable Note and Pricing Supplement, such Note may be renewed by the Holder of the Note on an Interest Payment Date (provided in the applicable Note) occurring in or prior to the twelfth month following the Original Issue Date (the "Initial Maturity Date") in accordance with the procedures described below Unless a Special Election Interval is provided in the applicable Note, on the Interest Payment Date occurring in the sixth month prior to the Initial Maturity Date (as provided in the applicable Note) of a Renewable Note (the "Initial Renewal Date") and on the Interest Payment Date occurring in each sixth month (or in the last month of each Special Election Interval) after such Initial Renewal Date (each, together with the Initial Renewal Date, a "Renewal Date"), the term of the Note may be extended to the Interest Payment Date occurring in the twelfth month (or, if a Special Election Interval is specified the last month in a period equal to twice the Special Election Interval) after such Renewal Date, if the Holder of such Note elects to extend the term of the Note or any portion thereof as provided below. If the Holder of the Note does not elect to extend the term of any portion of the principal amount of such Note during the specified period prior to any Renewal Date, such portion will become due and payable on the Interest Payment Date occurring in the sixth month (or the last month in the Special Election Interval) after such Renewal Date (the "New Maturity Date").

A Holder of such Note may elect to renew the term of the Note, or if provided in the applicable Note and Pricing Supplement, any portion constituting an Authorized Denomination thereof, by delivering a notice to such effect to the Issuing and Paying Agent not less than fifteen (15) nor more than thirty (30) days prior to such Renewal Date (unless a different Special Election Period is provided in the applicable Note). Such election will be irrevocable and will be binding upon each subsequent Holder of the Note. An election to renew the term of such Note may be exercised with respect to less than the entire principal amount of the Note only if notice is provided as provided in the applicable Note and only in such principal amount, or any integral multiple in excess thereof, as specified in such notice. Notwithstanding the foregoing, the term of such Note may not be extended beyond the maturity provided in the applicable Note.

If the Holder of such Note does not elect to renew the term of the Note, the Note must be presented to the Issuing and Paying Agent (or any duly appointed paying agent) and, if the Note is issued in definitive form, as soon as practicable following receipt of the Note, the Issuing and Paying Agent (or any duly appointed paying agent) shall issue in exchange herefor in the name of the Holder (i) a Note, in a principal amount equal to the principal amount of such Note for which no election to renew the term thereof was exercised, with terms identical to those specified on the Note (except that such Note shall have a fixed, nonrenewable maturity on the New Maturity Date) and (ii) if an election to renew is made with respect to less than the full principal amount of the Note, a replacement Note, in a principal amount equal to the principal amount of such exchanged Note for which the election to renew was made, with terms identical to such exchanged Note.

SECTION 14. EVENTS OF DEFAULT.

Unless otherwise specified in the applicable Note and Pricing Supplement, the following will constitute "Events of Default" and the only Events of Default with respect to each Note: (a) default in the payment of any interest or other amounts payable upon such Note when due, which continues for thirty (30) days; (b) default in the payment of any principal of or premium, if any, upon such Note when due; (c) default in the performance of any covenant or agreement of the Issuer thereof contained in such Note which, unless otherwise specified therein, continues for 90 days; (d) the appointment of a conservator, receiver, liquidator or similar official for the Issuer thereof or for all or substantially all of its property, or the taking by the Issuer of any action to seek relief under any applicable insolvency or reorganization law.

If an Event of Default with respect to a Global Note shall occur, the Issuer thereof shall promptly issue Certificated Notes in exchange for such Global Note and the remedies provided in such Global Note for any such Event of Default will be exercisable only after such exchange has occurred, and only by the Holders of such Certificated Notes. The Holder of each such Certificated Note will itself be solely and entirely responsible for the exercise of any remedies provided therein.

If an Event of Default with respect to a Certificated Note shall occur and be continuing with respect thereto, the Holder thereof may: (i) by written notice to the Issuing and Paying Agent declare the entire outstanding principal amount thereof, together with any unpaid interest, other amounts and premium accrued thereon, to be immediately due and payable; (ii) institute a judicial proceeding of the enforcement of the terms thereof including the collection of all sums due and unpaid thereunder, prosecute such proceeding to judgment or final decree, and enforce the same against the Issuer thereof and collect monies adjudged or decreed to be payable in the manner provided by law out of the property of the Issuer thereof; and (iii) take such other action at law or in equity as may appear necessary or desirable to collect and enforce such Certificated Note; provided, however, that in the event that such Note is an Original Issue Discount Note or Indexed Note the principal of which is determined by an index, unless otherwise specified in such Note, the amount of principal that becomes due and payable upon such declaration shall be equal to (a) with respect to Original Issue Discount Notes, the

Amortized Face Amount as defined therein, and (b) with respect to Indexed Notes the principal of which is determined by an index, as specified in the relevant Pricing Supplement, and provided further, that the Holder of a Certificated Note may waive any Event of Default that occurs with respect thereto.

SECTION 15. REGISTRATION; TRANSFER.

(a) The Registrar shall maintain a Register in which it shall register the names, addresses and taxpayer identification numbers of the Holders of the Notes and shall register the transfer of Notes.

(b) Upon surrender for registration of transfer of any Note to the Registrar or any Transfer Agent, the Issuer shall execute, and the Issuing and Paying Agent shall complete, authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes, of any Authorized Denominations and having identical terms and provisions and for a like aggregate principal amount.

(c) At the option of the Holder of a certificated Note, certificated Notes may be exchanged for other certificated Notes of any Authorized Denominations and having identical terms and provisions and for a like aggregate principal amount, upon surrender of the Notes to be exchanged at the Registrar or any Transfer Agent. Whenever any certificated Notes are so surrendered for exchange, the Issuer thereof shall execute, and the Issuing and Paying Agent shall complete, authenticate and deliver, the certificated Notes which the Holder of the certificated Note making the exchange is entitled to receive. Each new Note issued upon presentment of any Note for registration of transfer or exchange shall be issued as of the date of its authentication. Except as provided herein or in the applicable Pricing Supplement and Note, owners of beneficial interests in a Global Note representing Book Entry Notes registered in their names, will not receive or be entitled to receive physical delivery of Certificated Notes and will not be considered the owners or Holders thereof under this Agreement.

(d) Notwithstanding the foregoing neither the Registrar or any Transfer Agent shall register the transfer of or exchange (i) any Note that has been called for redemption in whole or in part, except the unredeemed portion of Notes being redeemed in part, (ii) any Note during the period beginning at the opening of business 15 days before the mailing of a notice of such redemption and ending at the close of business on the date of such mailing, or (iii) any Global Note in violation of the legend contained on the face of such Global Note.

(e) All Notes issued upon any registration of transfer or exchange of Notes shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same benefits as the Notes surrendered upon such registration of transfer or exchange.

(f) Every Note presented or surrendered for registration of transfer or for exchange shall be duly endorsed, or be accompanied by a written instrument of transfer with such evidence of due authorization and guaranty of signature as may reasonably be required by the Registrar or any Transfer Agent, as applicable, in form satisfactory to either of them, duly executed by the Holder thereof or his attorney duly authorized in writing.

(g) No service charge shall be made to a Holder of Notes for any transfer or exchange of Notes, but the Issuer may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith.

SECTION 16. PERSONS DEEMED OWNERS. Prior to due presentment of a Note for registration of transfer, the Issuer, the Issuing and Paying Agent and any agent of the Issuer or the Issuing and Paying Agent may treat the Holder as the owner of such Note for the purpose of receiving payment of Principal of, interest and premium, if any, on such Note and for all other purposes whatsoever, whether or not such Note be overdue, and neither the Issuer, the Issuing and Paying Agent nor any agent of the Issuer or the Issuing and Paying Agent shall be affected by notice to the contrary.

SECTION 17. MUTILATED, LOST, STOLEN OR DESTROYED NOTES. In case any Note shall become mutilated, destroyed, lost or stolen, and upon the satisfaction by the applicant of the requirements of this Section 17 for a substituted Note, the Issuer shall execute, and upon its written request the Issuing and Paying Agent shall authenticate and deliver, a new Note having identical terms and provisions and having a number not contemporaneously outstanding, in exchange and substitution for the mutilated Note or in lieu of any substitution for the Note destroyed, lost or stolen. In the case of loss, theft or destruction, the applicant for a substituted Note shall furnish to the Issuer and to the Issuing and Paying Agent such security or indemnity as may be required by them to save each of them harmless. Such applicant shall also furnish to the Issuer and to the Issuing and Paying Agent evidence to their satisfaction of the destruction, loss or theft of such Note and of the ownership thereof. In the case of mutilation, the applicant for a substituted Note shall surrender such mutilated Note to the Issuer or to the Issuing and Paying Agent for cancellation thereof. The Issuing and Paying Agent may authenticate any such substituted Note and deliver the same upon the written request or authorization of any Authorized Representative. Upon the issuance of any substituted Note, the Issuer may require the payment of a sum sufficient to cover any expense connected therewith. In case any Note which has matured or is about to mature shall become mutilated or be destroyed, lost or stolen, the Issuer may, instead of issuing a substituted Note, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Note) if the applicant for such payment shall furnish the Issuer and the Issuing and Paying Agent with such security or indemnity as may be required by them to save each of them harmless, and, in the case of destruction, loss or theft, evidence to the satisfaction of the Issuer of the destruction, loss or theft of such Note and of the ownership thereof. All applications under this Section shall be processed by the Issuing and Paying Agent.

SECTION 18. RETURN OF UNCLAIMED FUNDS. Any money deposited with the Issuing and Paying Agent and remaining unclaimed for two (2) years after the date upon which the last payment of principal of or interest on any Note to which such deposit relates shall have become due and payable, shall be repaid to the Issuer of such Note by the Issuing and Paying Agent on written demand, and the Holder of any Note to which such deposit related entitled to receive payment shall thereafter look

only to the Issuer for the payment thereof and all liability of the Issuing and Paying Agent with respect to such money shall thereupon cease.

SECTION 19. AMENDMENT OR SUPPLEMENT. The Issuer and the Issuing and Paying Agent may modify, amend or supplement this Agreement without the consent of any Holder. In addition, the Issuer may modify, amend or supplement the terms and conditions of the Notes, without the consent of any Holder thereof: (i) to evidence succession of another party to the Issuer, and such party's assumption of the Issuer's obligations under the Notes, upon the occurrence of a merger or consolidation, or transfer, sale or lease of assets as described below; (ii) to add additional covenants, restrictions or conditions for the protection of the Holder thereof; (iii) to cure ambiguities in the Notes, or correct defects or inconsistencies in the provisions thereof; (iv) to reflect the replacement of the Issuing and Paying Agent, or the assumption, by the Issuer or a substitute Issuing and Paying Agent of some or all of the Issuing and Paying Agent's or Calculation Agent's responsibilities under this Agreement; (v) to evidence the replacement or change of address of the Depositary; (vi) in the case of any extendible, redeemable, prepayable, amortizing or indexed amortizing Note, to reduce the principal amount thereof to reflect the payment, prepayment and/or redemption of a portion of the outstanding principal amount thereof; (vii) in the case of any extendible, renewable or indexed amortizing Note, to reflect any change in the maturity date thereof in accordance with the terms thereof; or (viii) to reflect the issuance in exchange therefor, in accordance with the terms thereof, of one or more Certificated Notes. However, the Notes may not be modified or amended without the express written consent of the registered Holder to: (i) change the Stated Maturity, except in the case of an extendible, renewable or indexed amortizing note as provided therein; (ii) extend the time of payment for the premium, if any, or interest on the Note, except in the case of an extendible, renewable or indexed amortizing note as provided therein; (iii) change the coin or currency in which the principal of, premium, if any, or interest on the Note is payable; (iv) reduce the principal amount thereof or the interest rate thereon, except in the case of an extendible, prepayable, redeemable, amortizing or Indexed Note as provided therein; (v) change the method of payment to other than wire transfer in immediately available funds; (vi) impair the right of the Holder thereof to institute suit for the enforcement of payments of principal of, premium, if any, or interest or other amounts on the Note; (vii) change any Note's definition of "Event of Default" or otherwise eliminate or impair any remedy available thereunder upon the occurrence of any Event of Default (as defined in such Note) ; or (viii) modify the provisions therein governing the amendment thereof.

Notes authenticated and delivered after the execution of any agreement modifying, amending or supplementing this Agreement or the Notes may bear a notation in form approved by the Issuer as to any matter provided for in such modification, amendment or supplement to this Agreement 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 Issuing and Paying Agent (or any Authenticating Agent) and delivered in exchange for Outstanding Notes.

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 surviving entity in such consolidation or merger, or the person that acquires by conveyance or transfer, or that leases, the properties and assets of the Issuer substantially as an entirety, shall be a bank, corporation or partnership organized and validly existing under the laws of the United States, any State thereof or the District of Columbia, and shall expressly assume the due and punctual payment of the principal of, premium, if any, and interest or other amounts payable on the Notes issued by the Issuer, and the performance or observance of every provision of the Notes on the part of the Issuer to be performed or observed; and (ii) immediately after giving effect to such transaction, no Event of Default with respect to the Issuer, and no event which, after notice or the lapse of time or both, would become an Event of Default with respect to the Issuer, shall have happened and be continuing.

If this Agreement is amended or modified pursuant to an agreement by the parties hereto pursuant to this Section 19, the Issuing and Paying Agent may require, and shall be fully protected in relying upon, an opinion of counsel, which opinion may be rendered by counsel to the Issuer, stating that the execution of such amendment or modification is authorized or permitted by this Agreement, and that such amendment or modification constitutes the legal, valid and binding obligation of the Issuer enforceable in accordance with its terms and subject to customary exceptions.

SECTION 20. RESIGNATION OR REMOVAL OF AGENTS; APPOINTMENT OF SUCCESSORS TO AGENTS.

(a) RESIGNATION OR REMOVAL OF AGENT. Any Agent may at any time resign as such by giving written notice to the Issuer and, except in the case of the resignation of the Issuing and Paying Agent, to the Issuing and Paying Agent of such intention on its part, specifying the date on which its desired resignation shall become effective; provided that such date shall not be less than thirty (30) days after the date on which such notice is given unless the Issuer agrees to accept less notice.

The Issuer may remove any Agent with respect to Notes issued by the Issuer at any time by filing with it an instrument in writing signed by or on behalf of the Issuer and specifying such removal and the date when it shall become effective.

The resignation or removal of an Agent with respect to Notes issued by the Issuer shall become effective on the date set forth in the notice thereof and shall only be effective with respect to the Issuer and Notes issued by the Issuer, except that any resignation or removal of the Issuing and Paying Agent or the Registrar shall take effect upon the Issuer's, appointment, as hereinafter provided, of a successor Issuing and Paying Agent or Registrar, as the case may be, and such Agent's acceptance of such appointment; provided, that if the Issuer has not appointed a replacement Agent within 30 days after any such removal or replacement, the affected Agent (at the expense of the Issuer) may petition any court of competent jurisdiction for the appointment of a successor Agent.

(b) APPOINTMENT OF SUCCESSOR TO AGENT. In case at any time the Issuing and Paying Agent or the Registrar becomes incapable of acting, or is adjudged bankrupt or insolvent, or files a petition for corporate reorganization under any applicable federal,

state, or foreign bankruptcy, insolvency, or similar law or makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver, custodian, or other similar official of all or substantially all of its property, or admits in writing its inability to pay or meet its debts as they mature, or if a receiver, custodian, or other similar official of it or of all or substantially all of its property is appointed, or if an order of any court is entered for relief against it under the provisions of any applicable federal, state or foreign bankruptcy, insolvency or similar law, or if any public officer takes charge or control of any such Agent, or of its property or affairs, for the purpose of rehabilitation, conservation or liquidation, such Agent shall promptly notify the Issuer and the Issuing and Paying Agent, in writing, of the occurrence of such event.

Either (i) following receipt of notice of resignation from, (ii) upon the Issuer's removal of, or (iii) following the Issuer's receipt of the notice referred to in the first paragraph of this Section 20(b) from, the Issuing and Paying Agent or the Registrar, the Issuer shall appoint a successor to such Agent by an instrument in writing filed with the Issuing and Paying Agent (or its successor). Upon the appointment as aforesaid of a successor Issuing and Paying Agent or Registrar and acceptance by such successor of such appointment, the Issuing and Paying Agent or Registrar hereunder so superseded shall cease to be such Issuing and Paying Agent or Registrar hereunder.

(c) SUCCESSOR OF AGENT. Any successor Issuing and Paying Agent or Registrar appointed hereunder shall execute, acknowledge, and deliver to its predecessor and to the Issuer an instrument accepting such appointment hereunder, and thereupon such successor Issuing and Paying Agent or Registrar without any further act, deed or conveyance, shall become vested with all the authority, rights, powers, trusts, immunities, duties, and obligations of such predecessor, with like effect as if originally named as such Issuing and Paying Agent or Registrar hereunder. Such predecessor, upon payment of any amount then payable to it pursuant to Section 24, shall thereupon become obligated to transfer, deliver and pay over, and such successor Issuing and Paying Agent or Registrar shall be entitled to receive, all money, securities and other property on deposit with or held by such predecessor as such Issuing and Paying Agent or Registrar hereunder.

(d) MERGER, ETC. OF AGENT. Any corporation into which any Agent hereunder may be merged, or converted, or any corporation with which any Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which any Agent shall be a party, or a corporation to which any Agent shall sell or otherwise transfer all or substantially all of the assets and business of such Agent shall be the successor to such Agent under this Agreement (provided that it shall be qualified as aforesaid) without the execution or filing of any paper or any further act on the part of any of the parties hereto. Each Agent will advise the Issuer promptly after any public announcement of a proposal by such Agent to enter into any such transaction.

(e) CHANGE IN DUTIES OF AN AGENT. The Issuer may vary the appointment of any Agent other than the Issuing and Paying Agent.

(f) ADDITIONAL AGENTS. The Issuer may from time to time appoint a paying agent for one or more Notes. In the event that (i) the Issuing and Paying Agent shall be

removed or resign and any successor thereto shall not be located in The City of New York or (ii) the Issuing and Paying Agent shall cease to maintain an office in The City of New York at which amounts due on the Notes are payable, then in either such case the Issuer, with respect to Notes issued by it, shall appoint a paying agent with an office in The City of New York at which such Notes may be paid.

SECTION 21. RELIANCE ON INSTRUCTIONS. The Issuing and Paying Agent shall incur no liability to the Issuer in acting hereunder upon instructions contemplated hereby which the Issuing and Paying Agent believed in good faith to have been properly given. In the event a discrepancy exists between the instructions as originally received by the Issuing and Paying Agent and any subsequent written confirmation thereof, such original instructions will be deemed controlling provided the Issuing and Paying Agent gives notice to the Issuer of such discrepancy promptly upon receipt of such written confirmation.

SECTION 22. CANCELLATION OF UNISSUED NOTES. Promptly upon the written request of the Issuer, the Issuing and Paying Agent shall cancel and return to the Issuer all unissued Notes of the Issuer in its possession.

SECTION 23. REPRESENTATION AND WARRANTIES OF THE ISSUER; INSTRUCTIONS BY CERTIFICATE.

(a) Each instruction given to the Issuing and Paying Agent in accordance with Section 5 hereof shall constitute a representation and warranty to the Issuing and Paying Agent by the Issuer that the issuance and delivery of the Notes is in accordance with the terms and conditions described in the Offering Circular and the applicable Pricing Supplement, have been duly and validly authorized by the Issuer and, when completed, authenticated and delivered pursuant hereto, the Notes will constitute the valid and legally binding obligations of the Issuer enforceable against the Issuer in accordance with its terms.

(b) Any instruction given by the Issuer to the Issuing and Paying Agent under this Agreement shall be in the form of an Officer's Certificate. For the purposes of this Agreement, "Officer's Certificate" means a certificate signed by an Authorized Representative and delivered to the Issuing and Paying Agent.

SECTION 24. FEES. For their services under this Agreement, the Agents, including the Issuing and Paying Agent, shall be entitled to compensation, as shall be mutually agreed upon in writing between each such Agent and the Issuer from time to time and the Issuer agrees to reimburse the Issuing and Paying Agent for all reasonable out of pocket disbursements and advances made or incurred by the Issuing and Paying Agent incurred without negligence or willful misconduct.

SECTION 25. NOTICES.

(a) All communications by or on behalf of the Issuer relating to the completion, delivery or payment of the Notes are to be directed to the Corporate Trust Agency Group of the Issuing and Paying Agent, Four Albany Street, 4th floor, New York, New York 10006, Attention: Corporate Trust and Agency Group (or such other department or division as the Issuing and Paying Agent shall specify in writing to the Issuer). The Issuer will send all Notes to be completed and delivered by the Issuing and Paying Agent to such Corporate Trust and Agency Group (or such other department or division as the Issuing and Paying Agent shall specify in writing to the Issuer). The Issuing and Paying Agent will, upon written request, advise the Issuer from time to time of the individuals generally responsible for the administration of this Agreement.

(b) Notices and other communications hereunder shall (except to the extent otherwise expressly provided) be in writing and shall be addressed as follows, or to such other address as the party receiving such notice shall have previously specified:

If to the Issuer:

Bank of America, N.A.
Bank of America Corporate Center
100 North Tryon Street
6th Floor, NC1-007-06-07
Charlotte, North Carolina 28255
Telephone: (704) 388-2375
Telecopier: (704) 386-9946
Attention: James T. Houghton

With copies to:

Bank of America Corporation
Bank of America Corporate Center
Legal Department, 20th Floor, NC1-007-20-01
Charlotte, North Carolina 28255
Telephone: (704) 386-9036
Telecopier: (704) 386-6453
Attention: Jacqueline Jarvis Jones

and

Smith Helms Mulliss & Moore, L.L.P.
201 North Tryon Street
Charlotte, North Carolina 28202
Telephone: (704) 343-2229
Telecopier: (704) 334-8467
Attention: Robert M. Donlon

If to the Issuing and Paying Agent:

Bankers Trust Company
Four Albany Street,
4th floor,
New York, New York 10006
Telephone: (212) 250-6161
Telecopier: (212) 250-6961/6392
Attention: Corporate Trust and Agency Group

with a copy to:

Kramer, Levin, Naftalis & Frankel
919 Third Avenue
New York, New York 10022
Telephone: (212) 715-9392
Telecopies: (212) 715-8000
Attention: Michele D. Ross, Esq.

SECTION 26. INFORMATION FURNISHED BY THE ISSUING AND PAYING AGENT. Upon the reasonable request of the Issuer and from time to time, the Issuing and Paying Agent shall promptly provide the Issuer with information with respect to Notes issued by it hereunder to the extent such information is reasonably available.

SECTION 27. LIABILITY. Neither the Issuing and Paying Agent nor its officers or employees shall be liable to the Issuer for any act or omission hereunder except in the case of negligence or willful misconduct. The duties and obligations of the Issuing and Paying Agent, its officers and employees shall be determined by the express provisions of this Agreement and they shall not be liable except for the negligent performance of such duties and obligations as are specifically set forth herein and no implied covenants shall be read into this Agreement against them. Neither the Issuing and Paying Agent nor its officers shall be required to ascertain whether any issuance or sale of Notes (or any amendment or termination of this Agreement) is in compliance with any other agreement to which the Issuer is a party (whether or not any of the Agents is also a party to such other agreement).

SECTION 28. ADDITIONAL RESPONSIBILITIES; ATTORNEYS FEES.

(a) If the Issuer shall ask the Issuing and Paying Agent to perform any duties not specifically set forth in the Agreement as duties of the Issuing and Paying Agent (the "Additional Responsibilities") and the Issuing and Paying Agent chooses to perform such Additional Responsibilities, the Issuing and Paying Agent shall be held to the same standard of care and shall be entitled to all the protective provisions (including, but not limited to, indemnification) set forth herein.

(b) In the event the Issuer shall default under any of the provisions or obligations of this Agreement, the Notes or any amendment, supplement or modification related hereto, affecting the rights or duties of the Issuing and Paying Agent, and the Issuing and

Paying Agent shall employ attorneys or incur other expenses for the enforcement of performance or observance of any such obligation or agreement, the Issuer agrees that, in the absence of negligence or willful misconduct on the part of the

Issuing and Paying Agent, it will on demand therefore pay to the Issuing and Paying Agent the reasonable fees of such attorneys and such other expenses incurred by the Issuing and Paying Agent.

SECTION 29. TRANSFER OF NOTES AND MONEYS.

(a) The Issuing and Paying Agent shall hold all Certificated Notes delivered to it for payment solely for the benefit of the respective Holders of the Notes which shall have so delivered such Notes until moneys representing the payment for such Notes shall have been delivered to or for the account of or to the order of such Holders.

(b) The Issuing and Paying Agent shall hold all moneys delivered to it pursuant to this Agreement for the payment of Certificated Notes in trust solely for the benefit of the person or entity which shall have so delivered such moneys until such Notes shall have been delivered to or for the account of such person or entity, but such moneys need not be segregated from other funds except to the extent required by law.

(c) The Issuing and Paying Agent shall only make such payments called for under this Agreement from funds transferred to it for payment pursuant to this Agreement which funds are immediately available and on deposit in an appropriate account maintained by the Issuing and Paying Agent in The City of New York.

(d) Under no circumstances shall the Issuing and Paying Agent be obligated to expend any of its own funds in connection with the performance of its duties hereunder.

(e) The Issuing and Paying Agent may become a purchaser, holder, transferor or otherwise own, hold or transfer any Notes and may commence or join in any action which a Holder is entitled to take without any conflict with its responsibilities pursuant to this Agreement.

(f) The Issuing and Paying Agent shall not be required to invest any moneys delivered to it.

(g) The Issuing and Paying Agent shall have no liability for interest on any moneys received from the Issuer hereunder.

(h) The Issuing and Paying Agent shall not be responsible for the correctness of any recital in the Notes or in any offering materials and makes no representations as to the validity of the Notes and shall incur no responsibility in respect thereto.

(i) The Issuing and Paying Agent shall be protected in acting upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons.

(j) Any action taken by the Issuing and Paying Agent pursuant to this Agreement upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Holder of any Note shall be conclusive and binding upon all future holders of the same Note and Notes issued in exchange therefor or in place thereof.

(k) In paying Notes hereunder, the Issuing and Paying Agent shall be acting as a conduit and shall not be paying Notes for its own account, and in the absence of written notice from the Issuer to the contrary and in the absence of gross negligence or wilful misconduct of the Issuing and Paying Agent, the Issuing and Paying Agent shall be entitled to assume that any Global Note presented to it, or deemed presented to it, for payment, is entitled to be so paid.

SECTION 30. INDEMNITY. The Issuer covenants and agrees to indemnify the Issuing and Paying Agent (including its directors, officers, attorneys, employees and agents) for, and to hold it harmless against, any loss, liability or expense (including reasonable attorneys fees and disbursements) incurred without negligence or willful misconduct on its part, arising out of or in connection with this Agreement or the Administrative Procedures and/or the performance of the Issuing and Paying Agent's duties hereunder and the Administrative Procedures, including the reasonable costs and expenses of defending it against any claim of liability in the premises. The Issuing and Paying Agent may refuse to perform any duty or exercise any right or power unless it receives indemnity satisfactory to it against any related loss, liability or expense. These indemnification obligations shall survive the termination of this Agreement including any termination under state or federal banking law or other insolvency law, to the extent enforceable under applicable law, and shall survive the resignation or removal of the Issuing and Paying Agent while remaining applicable to any action taken or omitted by the Issuing and Paying Agent while acting pursuant to this Agreement.

SECTION 31. LIMITATION OF LIABILITY; RELIANCE ON OPINIONS AND CERTIFICATES.

(a) THE ISSUING AND PAYING AGENT'S DUTIES ARE MINISTERIAL IN NATURE AND IN NO EVENT SHALL THE ISSUING AND PAYING AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANY PERSON OR ENTITY FOR ANY (a) LOSS, LIABILITY, DAMAGES OR EXPENSES (OTHER THAN, IN THE CASE OF THE ISSUER ONLY, THOSE WHICH RESULT DIRECTLY FROM THE ISSUING AND PAYING AGENT'S NEGLIGENCE OR WILLFUL MISCONDUCT) OR (b) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) , EVEN IF THE ISSUING AND PAYING AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, INCLUDING WITHOUT LIMITATION FOR BREACH OF THIS CONTRACT OR TORT (INCLUDING NEGLIGENCE).

(b) The Issuing and Paying Agent shall be entitled to consult with counsel of its choosing and shall have no liability to the Issuer in respect of an action taken or

omitted by the Issuing and Paying Agent in good faith in reliance on an opinion of counsel or an Officer's Certificate, including in-house counsel.

(c) Notwithstanding anything to the contrary herein, the Issuing and Paying Agent shall not be responsible for any misconduct or negligence on the part of any agent, correspondent, attorney or receiver appointed with due care by it hereunder.

SECTION 32. BENEFIT OF AGREEMENT. This Agreement is solely for the benefit of the parties hereto and the Holders and their successors and assigns and no other person shall acquire or have any rights under or by virtue hereof.

SECTION 33. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to agreements to be entered into and to be performed in such State.

SECTION 34. HEADINGS AND TABLE OF CONTENTS. The table of contents and the section and subsection headings herein are for convenience only and shall not affect the construction hereof.

SECTION 35. COUNTERPARTS. This Agreement may be signed in separate counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

SECTION 36. TERMINATION OF PRIOR ISSUING AND PAYING AGENT AGREEMENTS. The Issuer and Bankers Trust Company agree that on the day on which no notes issued by the Issuer and authenticated and delivered under the Issuing and Paying Agent Agreement with an April 30, 1993 Effective Date entered into between Bankers Trust Company and the Issuer remain outstanding, such agreement shall terminate (other than the provisions contained therein which by their terms survive termination).

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

BANK OF AMERICA, N.A., as Issuer

By: /S/ James T. Houghton

Name: James T. Houghton
Title: Senior Vice President

BANKERS TRUST COMPANY, as
Issuing and Paying Agent

By: /S/ Ednora G. Linares

Name: Ednora G. Linares
Title: Assistant Vice President

Exhibit 10(ee)

SPLIT DOLLAR
LIFE INSURANCE AGREEMENT

THIS SPLIT DOLLAR LIFE INSURANCE AGREEMENT (the "Agreement") is made and entered into as of the 31ST day of December, 1999, by and between BANK OF AMERICA CORPORATION, a Delaware corporation (the "Corporation"), and BANK OF AMERICA, N.A., as Trustee under the Michael J. Murray and Christine A. Murray 1999 Irrevocable Trust dated December 11, 1999 (the "Owner").

STATEMENT OF PURPOSE

Michael J. Murray (the "Executive") is employed by the Corporation as its President, Global Corporate and Investment Banking. The Corporation, the Owner and Executive desire to insure the lives of Executive and Executive's spouse, Christine A. Murray (the "Executive's Spouse"), for the benefit and protection of both the Corporation and the Executive's family under a Variable Survivorship Life Insurance Policy (the "Policy") to be issued by John Hancock Variable Life Insurance Company (the "Insurer"). The Corporation, as the employer of Executive, is willing to pay a portion of the premiums due on the Policy as an additional employment benefit for Executive on the terms and conditions hereinafter set forth. The Corporation desires to have the Policy collaterally assigned to it by the Owner in order to secure repayment of the portion of the premiums paid by the Corporation on the Policy.

NOW, THEREFORE, in consideration of the Statement of Purpose aforesaid and of the mutual promises contained herein, the parties hereto agree as follows:

1. DEFINITIONS. Whenever used in this Agreement, the following terms shall have the meanings set forth below:

(a) "Beneficial Owner" or "Beneficial Ownership" shall have the meaning ascribed to such term in Rule 13d-3 of the general rules and regulations under the Exchange Act.

(b) "Board of Directors" means the Board of Directors of the Corporation.

(c) "Change in Control" of the Corporation means, and shall be deemed to have occurred upon, any of the following events:

(i) The acquisition by any Person of Beneficial Ownership of twenty-five percent (25%) or more of either:

(A) The then-outstanding shares of common stock of the Corporation (the "Outstanding Shares"); or

(B) The combined voting power of the then-outstanding voting securities of the Corporation entitled to vote generally in the election of Directors (the "Outstanding Voting Securities");

PROVIDED, HOWEVER, that the following acquisitions shall not constitute a Change in Control for purposes of this subparagraph (i): (1) any acquisition directly from the Corporation, (2) any acquisition by the Corporation or any of its Subsidiaries, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Corporation or any of its Subsidiaries, or (4) any acquisition by any corporation pursuant to a transaction which complies with clauses (A), (B) and (C) of subparagraph (iii) below; or

(ii) Individuals who, as of the date of this Agreement, constitute the Board of Directors (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board of Directors; PROVIDED, HOWEVER, that any individual who becomes a Director subsequent to the date of this Agreement and whose election, or whose nomination for election by the Corporation's shareholders, to the Board of Directors was either (A) approved by a vote of at least a majority of the Directors then comprising the Incumbent Board or (B) recommended by a Nominating Committee comprised entirely of Directors who are then Incumbent Board members shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act), other actual or threatened solicitation of proxies or consents or an actual or threatened tender offer; or

(iii) Approval by the Corporation's shareholders of a reorganization, merger, or consolidation or sale or other disposition of all or substantially all of the assets of the Corporation (a "Business Combination"), in each case, unless following such Business

Combination, (A) all or substantially all of the Persons who were the Beneficial Owners, respectively, of the Outstanding Shares and Outstanding Voting Securities immediately prior to such Business Combination own, directly or indirectly, more than fifty percent (50%) of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from the Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Corporation or all or substantially all of the Corporation's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Shares and Outstanding Voting Securities, as the case may be (PROVIDED, HOWEVER, that for purposes of this clause (A), any shares of common stock or voting securities of such resulting corporation received by such Beneficial Owners in such Business Combination other than as the result of such Beneficial Owners' ownership of Outstanding Shares or Outstanding Voting Securities immediately prior to such Business Combination shall not be considered to be owned by such Beneficial Owners for the purposes of calculating their percentage of ownership of the outstanding common stock and voting power of the resulting corporation), (B) no Person (excluding any corporation resulting

from such Business Combination or any employee benefit plan (or related trust) of the Corporation or such corporation resulting from the Business Combination) beneficially owns, directly or indirectly, twenty-five percent (25%) or more of, respectively, the then-outstanding shares of common stock of the corporation resulting from the Business Combination or the combined voting power of the then outstanding voting securities of such corporation unless such Person owned twenty-five percent (25%) or more of the Outstanding Shares or Outstanding Voting Securities immediately prior to the Business Combination and (C) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or the action of the Board, providing for such Business Combination; or

(iv) Approval by the Corporation's shareholders of a complete liquidation or dissolution of the Corporation.

(d) "Director" means any individual who is a member of the Board of Directors of the Corporation.

(e) "Disability" means "disability" as such term is defined from time to time under any long-term disability plan of the Corporation covering the Executive.

(f) "Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time or any successor act thereto.

(g) "Person" shall have the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including "group" as defined in Section 13(d) thereof.

(h) "Subsidiary" means any corporation, partnership, joint venture, affiliate or other entity in which the Corporation owns more than fifty percent (50%) of the voting stock or voting ownership interest, as applicable, or any other business entity designated by the Corporation as a Subsidiary for purposes of this Agreement.

2. PURCHASE OF THE POLICY. The Owner has made application for and has purchased a Variable Survivorship Life Insurance Policy issued by John Hancock Variable Life Insurance Company in the initial face amount of Ten Million Three Hundred Seventy-Eight Thousand Two Hundred Seventy-Five Dollars ($10,378,275) insuring the lives of Executive and Executive's Spouse, a copy of which shall be attached hereto as EXHIBIT 1 as soon as practicable after issuance by the Insurer. A complete hypothetical illustration of the Policy assuming an eight percent (8%) gross rate of return on the premiums over the life of the contract is attached hereto as EXHIBIT 2.

The parties hereto have taken all necessary action to cause Insurer to issue the Policy and shall take any further action which may be necessary to cause the Policy to conform to the provisions of this Agreement. The parties hereto further agree that the Policy shall be subject to

the terms and conditions of this Agreement and the Collateral Assignment referred to in Paragraph 5 below.

3. OWNERSHIP OF THE POLICY. Subject to the provisions of this Agreement and the Collateral Assignment, the Owner shall be the sole and absolute owner of the Policy and may and shall exercise all ownership rights granted to the owner

thereof by the terms of the Policy. It is the intention of the parties that the Owner shall retain all rights which the Policy grants to the owner of the Policy, except the right of the Corporation to recover the amount due to the Corporation under this Agreement. Specifically, without limitation, the Corporation shall neither have nor exercise any right as the collateral assignee of the Policy which could in any way defeat or impair the Owner's right to receive the cash surrender value or the death proceeds of the Policy in excess of the Corporation's Interest (as hereinafter defined). All provisions of this Agreement and the Collateral Assignment shall be construed so as to carry out such intention.

4. PAYMENT OF PREMIUMS. As a convenience to the parties, the Corporation shall pay all premiums under the Policy to the Insurer as and when such premiums become due. During the five (5) year period following the effective date of the Policy, the Corporation shall pay the full amount of the premiums to the Insurer as set forth on EXHIBIT 2 attached hereto. Within thirty (30) days of each such premium payment by the Corporation during the five (5) year period following the effective date of the Policy and within thirty (30) days of each anniversary of the effective date of the Policy thereafter, the Owner shall pay to the Corporation the economic value of the death benefit under the Policy as determined by the Insurer from time to time while the Policy remains in effect. A schedule of the premiums to be paid by the Owner based on the Insurer's current rates is set forth on EXHIBIT 2.

Should actual investment returns vary from those assumed in EXHIBIT 2, the Corporation's share of the premiums shall continue to be equal to the amounts set forth on EXHIBIT 2 as if no such variation occurred. Any increase or decrease in the premiums required to provide the total death benefits described on EXHIBIT 2 resulting from a variation in investment returns shall affect only the Owner's share of the premiums.

Upon request by the Owner, the Corporation shall promptly furnish evidence of timely payment to the Owner. The Corporation shall annually furnish to the Owner a statement of the amount of income reportable by the Executive for federal and state income tax purposes, if any, as determined in accordance with applicable Internal Revenue Service rules and regulations, as a result of the Corporation's payment of a portion of the premiums hereunder.

5. COLLATERAL ASSIGNMENT. The total amount of the Corporation's share of the Policy premium payments paid by the Corporation pursuant to this Agreement, less any amounts previously paid to the Corporation by the Owner pursuant to this Agreement, shall constitute the total indebtedness of the Owner to the Corporation, which amount shall accrue no interest (the "Corporation's Interest"). As security for and to secure the repayment of the Corporation's Interest, as it may exist from time to time pursuant to the terms of this Agreement, the Owner has, contemporaneously herewith, executed and delivered to the Corporation a collateral assignment of the Policy substantially in the form as set forth in EXHIBIT 3 attached hereto (the "Collateral Assignment"). Repayment of the Corporation's Interest shall be made (i) from the

cash surrender value of the Policy if this Agreement is terminated or the Owner surrenders or cancels the Policy prior to the death of the survivor of Executive or Executive's Spouse, or (ii) from the death proceeds of the Policy if Executive and Executive's Spouse should die while the Policy and this Agreement remain in effect. The Collateral Assignment shall not be terminated, altered or amended by the Owner without the express written consent of the Corporation. The parties hereto agree to take all action necessary to cause the Collateral Assignment to conform to the provisions of this Agreement.

6. EXERCISE OF OWNER'S RIGHTS WHILE COLLATERAL ASSIGNMENT IS IN EFFECT. Under the terms of the Policy, the Owner has the right to make certain asset allocation decisions among various investment funds. While the Collateral Assignment is in effect, any such asset allocation decisions by the Owner shall be subject to the approval of the Corporation. Notwithstanding the foregoing, the Owner shall have the sole right to surrender or cancel the Policy for its cash surrender value; PROVIDED, HOWEVER, upon such surrender or cancellation of the Policy the Corporation shall have the unqualified right to receive a portion of the cash surrender value from the Insurer equal to the Corporation's Interest.

7. COMPLIANCE WITH INTERNAL REVENUE CODE. Notwithstanding anything in this Agreement to the contrary, the parties intend for the Policy to be classified as a "life insurance contract" as defined in Section 7702(a) of the Internal Revenue Code (the "Code") and not as a "modified endowment contract" as defined in Section 7702A(a) of the Code. If at any time during the term of this Agreement either the Corporation or the Owner determines that, based on the schedule of anticipated premium payments and withdrawals set forth in EXHIBIT 2, the Policy would not constitute a "life insurance contract" under Section 7702(a) of the Code or would constitute a "modified endowment contract" under Section 7702A(a) of the Code, the parties agree to restructure the premium payments and withdrawals to cause the Policy at all times to constitute a "life insurance contract" under Section 7702(a) of the Code and not a "modified endowment contract" under Section 7702A(a) of the Code.

8. DEATH OF EXECUTIVE AND EXECUTIVE'S SPOUSE. If this Agreement is still in effect upon the death of the survivor of Executive and Executive's Spouse, the Corporation and the Owner shall promptly take all action necessary to obtain the death benefits provided under the Policy. The Owner agrees that the Corporation shall have the unqualified right to receive a portion of such death benefits from the Insurer equal to the Corporation's Interest and that no beneficiary under the Policy shall have the right to receive any portion of the Policy proceeds prior to the repayment of the full amount of the Corporation's Interest. The balance of the death benefits provided under the Policy, if any, shall be paid directly to the beneficiary or beneficiaries designated by the Owner in the manner and in the amount or amounts provided in the beneficiary designation provision of the Policy. In no event shall the amount payable to the Corporation hereunder exceed the Policy death benefits. The parties hereto agree that the beneficiary designation provision of the Policy shall conform to the provisions hereof.

9. TERMINATION OF THE AGREEMENT. This Agreement shall terminate prior to the death of the survivor of Executive and Executive's Spouse upon the occurrence of any of the following:

(a) either party may terminate this Agreement effective as of a Policy anniversary date by providing thirty (30) days' advance written notice of such election to terminate to the other party;

(b) the total cessation of the business of the Corporation;

(c) the bankruptcy, receivership or dissolution of the Corporation;

(d) the termination of Executive's employment with the Corporation other than (i) by reason of Executive's death or "Disability" or (ii) following a "Change in Control;"

(e) if either the Corporation or the Owner fails to comply with any of the terms and conditions of this Agreement, the other party may elect to terminate this Agreement by providing written notice of such election to the other party; PROVIDED, HOWEVER, that any such election must be made within sixty (60) days after such failure to comply;

(f) payment in full by the Owner to the Corporation of the Corporation's Interest in the Policy; or

(g) the mutual written agreement of the Owner and the Corporation.

10. DISPOSITION OF THE POLICY UPON TERMINATION OF THE AGREEMENT. If this Agreement is terminated pursuant to the provisions of Paragraph 9, the Owner shall be required, within sixty (60) days after such termination, to repay the Corporation the entire amount of the Corporation's Interest in the Policy. Upon receipt by the Corporation of the entire amount of the Corporation's Interest in the Policy, the Corporation shall release the Collateral Assignment. If the Owner does not repay the entire amount of the Corporation's Interest in the Policy within such sixty (60) day time period, the Corporation may enforce its rights under the Collateral Assignment; PROVIDED, HOWEVER, the Owner shall not be liable for any deficiency realized by the Corporation upon the exercise of the Corporation's rights under the Collateral Assignment.

11. DISCHARGE OF THE INSURER. The Insurer shall be fully discharged from its obligations under the Policy by payment of the Policy death benefits to the beneficiary or beneficiaries named in the Policy subject to the terms and conditions of the Policy and the Collateral Assignment. In no event shall the Insurer be considered a party to this Agreement or to any modification or amendment hereof. No provision of this Agreement, nor any modification or amendment hereof, shall in any way be construed as enlarging, changing, varying or in any other way affecting the obligations of the Insurer as expressly provided in the Policy except insofar as the provisions hereof are made a part of the Policy by the Collateral Assignment.

12. ERISA INFORMATION. The following provisions are part of this Agreement and are intended to meet the requirements of the Employee Retirement Income Security Act of 1974:

(a) The named fiduciary under this Agreement is the Corporation.

(b) The funding policy under this Agreement is that all premiums on the Policy be remitted to the Insurer when due.

(c) Direct payment by the Insurer is the basis of payment of benefits under this Agreement, with those benefits in turn being based on the payment of premiums as provided in this Agreement.

(d) For claims procedure purposes, the "Claims Manager" shall be the Corporate Personnel Group of the Corporation or its delegee.

(i) If for any reason a claim for benefits under this

Agreement is denied by the Corporation, the Claims Manager shall deliver to the claimant a written explanation setting forth the specific reasons for the denial, specific references to the pertinent Agreement provisions on which the denial is based, such other data as may be pertinent and information on the procedures to be followed by the claimant in obtaining a review of his claim, all written in a manner calculated to be understood by the claimant. For this purpose:

(A) The claimant's claim shall be deemed filed when presented orally or in writing to the Claims Manager.

(B) The Claims Manager's explanation shall be in writing delivered to the claimant within ninety (90) days of the date the claim is filed.

(ii) The claimant shall have sixty (60) days following his receipt of the denial of the claim to file with the Claims Manager a written request for review of the denial. For such review, the claimant or his representative may submit pertinent documents and written issues and comments.

(iii) The Claims Manager shall decide the issue on review and furnish the claimant with a copy within sixty (60) days of receipt of the claimant's request for review of his claim. The decision on review shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, as well as specific references to the pertinent Agreement provisions on which the decision is based. If a copy of the decision is not so furnished to the claimant within such sixty (60) days, the claim shall be deemed denied on review.

13. MISCELLANEOUS.

(a) This Agreement may not be amended, altered or modified except by a written instrument signed by the parties hereto or their respective successors or assigns and may not be otherwise terminated except as provided herein.

(b) This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors and assigns.

(c) This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of North Carolina except to the extent (if any) superceded by the laws of the United States.

(d) Headings in this Agreement are provided for purposes of convenience only and shall not affect the interpretation of the terms hereof.

(e) All notices and other communications hereunder must be in writing and shall be deemed to have been duly given when either personally delivered or placed in the United States mails by Certified Mail, return receipt requested, postage prepaid, addressed to the party to whom such notice is being given as follows:

As to the Corporation: Bank of America Corporation
Bank of America Corporate Center
100 N. Tryon Street
Charlotte, North Carolina 28255

Attention: Corporate Personnel
Group Executive

As to the Owner: Michael J. Murray and Christine A. Murray 1999
Irrevocable Trust
c/o Bank of America, N.A.
50 California Street, Suite 2800
CA5-162-28-25
San Francisco, California 94111

Attention: Mr. Michael J. Harrington

Either party may change its address (or the name of the person to whose attention communications hereunder shall be directed) from time to time by serving notice thereof upon the other party as provided herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BANK OF AMERICA, N.A., as Trustee under the
Michael J. Murray and Christine A. Murray 1999

Irrevocable Trust dated December 11, 1999

By: /s/ Michael J. Harrington

Michael J. Harrington, Senior Vice President

"Owner"

BANK OF AMERICA CORPORATION

By: /s/ Kenneth C. Koroknay

Kenneth C. Koroknay, Senior Vice President

"Corporation"

Exhibit 10(ee)

SPLIT DOLLAR
LIFE INSURANCE AGREEMENT

THIS SPLIT DOLLAR LIFE INSURANCE AGREEMENT (the "Agreement") is made and entered into as of the 31ST day of December, 1999, by and between BANK OF AMERICA CORPORATION, a Delaware corporation (the "Corporation"), and BANK OF AMERICA, N.A., as Trustee under the Michael J. Murray and Christine A. Murray 1999 Irrevocable Trust dated December 11, 1999 (the "Owner").

STATEMENT OF PURPOSE

Michael J. Murray (the "Executive") is employed by the Corporation as its President, Global Corporate and Investment Banking. The Corporation, the Owner and Executive desire to insure the lives of Executive and Executive's spouse, Christine A. Murray (the "Executive's Spouse"), for the benefit and protection of both the Corporation and the Executive's family under a Variable Survivorship Life Insurance Policy (the "Policy") to be issued by John Hancock Variable Life Insurance Company (the "Insurer"). The Corporation, as the employer of Executive, is willing to pay a portion of the premiums due on the Policy as an additional employment benefit for Executive on the terms and conditions hereinafter set forth. The Corporation desires to have the Policy collaterally assigned to it by the Owner in order to secure repayment of the portion of the premiums paid by the Corporation on the Policy.

NOW, THEREFORE, in consideration of the Statement of Purpose aforesaid and of the mutual promises contained herein, the parties hereto agree as follows:

1. DEFINITIONS. Whenever used in this Agreement, the following terms shall have the meanings set forth below:

(a) "Beneficial Owner" or "Beneficial Ownership" shall have the meaning ascribed to such term in Rule 13d-3 of the general rules and regulations under the Exchange Act.

(b) "Board of Directors" means the Board of Directors of the Corporation.

(c) "Change in Control" of the Corporation means, and shall be deemed to have occurred upon, any of the following events:

(i) The acquisition by any Person of Beneficial Ownership of twenty-five percent (25%) or more of either:

(A) The then-outstanding shares of common stock of the Corporation (the "Outstanding Shares"); or

(B) The combined voting power of the then-outstanding voting securities of the Corporation entitled to vote generally in the election of Directors (the "Outstanding Voting Securities");

PROVIDED, HOWEVER, that the following acquisitions shall not constitute a Change in Control for purposes of this subparagraph (i): (1) any acquisition directly from the Corporation, (2) any acquisition by the Corporation or any of its Subsidiaries, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Corporation or any of its Subsidiaries, or (4) any acquisition by any corporation pursuant to a transaction which complies with clauses (A), (B) and (C) of subparagraph (iii) below; or

(ii) Individuals who, as of the date of this Agreement, constitute the Board of Directors (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board of Directors; PROVIDED, HOWEVER, that any individual who becomes a Director subsequent to the date of this Agreement and whose election, or whose nomination for election by the Corporation's shareholders, to the Board of Directors was either (A) approved by a vote of at least a majority of the Directors then comprising the Incumbent Board or (B) recommended by a Nominating Committee comprised entirely of Directors who are then Incumbent Board members shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act), other actual or threatened solicitation of proxies or consents or an actual or threatened tender offer; or

(iii) Approval by the Corporation's shareholders of a reorganization, merger, or consolidation or sale or other disposition of all or substantially all of the assets of the Corporation (a "Business Combination"), in each case, unless following such Business

Combination, (A) all or substantially all of the Persons who were the Beneficial Owners, respectively, of the Outstanding Shares and Outstanding Voting Securities immediately prior to such Business Combination own, directly or indirectly, more than fifty percent (50%) of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from the Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Corporation or all or substantially all of the Corporation's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Shares and Outstanding Voting Securities, as the case may be (PROVIDED, HOWEVER, that for purposes of this clause (A), any shares of common stock or voting securities of such resulting corporation received by such Beneficial Owners in such Business Combination other than as the result of such Beneficial Owners' ownership of Outstanding Shares or Outstanding Voting Securities immediately prior to such Business Combination shall not be considered to be owned by such Beneficial Owners for the purposes of calculating their percentage of ownership of the outstanding common stock and voting power of the resulting corporation), (B) no Person (excluding any corporation resulting

from such Business Combination or any employee benefit plan (or related trust) of the Corporation or such corporation resulting from the Business Combination) beneficially owns, directly or indirectly, twenty-five percent (25%) or more of, respectively, the then-outstanding shares of common stock of the corporation resulting from the Business Combination or the combined voting power of the then outstanding voting securities of such corporation unless such Person owned twenty-five percent (25%) or more of the Outstanding Shares or Outstanding Voting Securities immediately prior to the Business Combination and (C) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or the action of the Board, providing for such Business Combination; or

(iv) Approval by the Corporation's shareholders of a complete liquidation or dissolution of the Corporation.

(d) "Director" means any individual who is a member of the Board of Directors of the Corporation.

(e) "Disability" means "disability" as such term is defined from time to time under any long-term disability plan of the Corporation covering the Executive.

(f) "Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time or any successor act thereto.

(g) "Person" shall have the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including "group" as defined in Section 13(d) thereof.

(h) "Subsidiary" means any corporation, partnership, joint venture, affiliate or other entity in which the Corporation owns more than fifty percent (50%) of the voting stock or voting ownership interest, as applicable, or any other business entity designated by the Corporation as a Subsidiary for purposes of this Agreement.

2. PURCHASE OF THE POLICY. The Owner has made application for and has purchased a Variable Survivorship Life Insurance Policy issued by John Hancock Variable Life Insurance Company in the initial face amount of Ten Million Three Hundred Seventy-Eight Thousand Two Hundred Seventy-Five Dollars ($10,378,275) insuring the lives of Executive and Executive's Spouse, a copy of which shall be attached hereto as EXHIBIT 1 as soon as practicable after issuance by the Insurer. A complete hypothetical illustration of the Policy assuming an eight percent (8%) gross rate of return on the premiums over the life of the contract is attached hereto as EXHIBIT 2.

The parties hereto have taken all necessary action to cause Insurer to issue the Policy and shall take any further action which may be necessary to cause the Policy to conform to the provisions of this Agreement. The parties hereto further agree that the Policy shall be subject to

the terms and conditions of this Agreement and the Collateral Assignment referred to in Paragraph 5 below.

3. OWNERSHIP OF THE POLICY. Subject to the provisions of this Agreement and the Collateral Assignment, the Owner shall be the sole and absolute owner of the Policy and may and shall exercise all ownership rights granted to the owner

thereof by the terms of the Policy. It is the intention of the parties that the Owner shall retain all rights which the Policy grants to the owner of the Policy, except the right of the Corporation to recover the amount due to the Corporation under this Agreement. Specifically, without limitation, the Corporation shall neither have nor exercise any right as the collateral assignee of the Policy which could in any way defeat or impair the Owner's right to receive the cash surrender value or the death proceeds of the Policy in excess of the Corporation's Interest (as hereinafter defined). All provisions of this Agreement and the Collateral Assignment shall be construed so as to carry out such intention.

4. PAYMENT OF PREMIUMS. As a convenience to the parties, the Corporation shall pay all premiums under the Policy to the Insurer as and when such premiums become due. During the five (5) year period following the effective date of the Policy, the Corporation shall pay the full amount of the premiums to the Insurer as set forth on EXHIBIT 2 attached hereto. Within thirty (30) days of each such premium payment by the Corporation during the five (5) year period following the effective date of the Policy and within thirty (30) days of each anniversary of the effective date of the Policy thereafter, the Owner shall pay to the Corporation the economic value of the death benefit under the Policy as determined by the Insurer from time to time while the Policy remains in effect. A schedule of the premiums to be paid by the Owner based on the Insurer's current rates is set forth on EXHIBIT 2.

Should actual investment returns vary from those assumed in EXHIBIT 2, the Corporation's share of the premiums shall continue to be equal to the amounts set forth on EXHIBIT 2 as if no such variation occurred. Any increase or decrease in the premiums required to provide the total death benefits described on EXHIBIT 2 resulting from a variation in investment returns shall affect only the Owner's share of the premiums.

Upon request by the Owner, the Corporation shall promptly furnish evidence of timely payment to the Owner. The Corporation shall annually furnish to the Owner a statement of the amount of income reportable by the Executive for federal and state income tax purposes, if any, as determined in accordance with applicable Internal Revenue Service rules and regulations, as a result of the Corporation's payment of a portion of the premiums hereunder.

5. COLLATERAL ASSIGNMENT. The total amount of the Corporation's share of the Policy premium payments paid by the Corporation pursuant to this Agreement, less any amounts previously paid to the Corporation by the Owner pursuant to this Agreement, shall constitute the total indebtedness of the Owner to the Corporation, which amount shall accrue no interest (the "Corporation's Interest"). As security for and to secure the repayment of the Corporation's Interest, as it may exist from time to time pursuant to the terms of this Agreement, the Owner has, contemporaneously herewith, executed and delivered to the Corporation a collateral assignment of the Policy substantially in the form as set forth in EXHIBIT 3 attached hereto (the "Collateral Assignment"). Repayment of the Corporation's Interest shall be made (i) from the

cash surrender value of the Policy if this Agreement is terminated or the Owner surrenders or cancels the Policy prior to the death of the survivor of Executive or Executive's Spouse, or (ii) from the death proceeds of the Policy if Executive and Executive's Spouse should die while the Policy and this Agreement remain in effect. The Collateral Assignment shall not be terminated, altered or amended by the Owner without the express written consent of the Corporation. The parties hereto agree to take all action necessary to cause the Collateral Assignment to conform to the provisions of this Agreement.

6. EXERCISE OF OWNER'S RIGHTS WHILE COLLATERAL ASSIGNMENT IS IN EFFECT. Under the terms of the Policy, the Owner has the right to make certain asset allocation decisions among various investment funds. While the Collateral Assignment is in effect, any such asset allocation decisions by the Owner shall be subject to the approval of the Corporation. Notwithstanding the foregoing, the Owner shall have the sole right to surrender or cancel the Policy for its cash surrender value; PROVIDED, HOWEVER, upon such surrender or cancellation of the Policy the Corporation shall have the unqualified right to receive a portion of the cash surrender value from the Insurer equal to the Corporation's Interest.

7. COMPLIANCE WITH INTERNAL REVENUE CODE. Notwithstanding anything in this Agreement to the contrary, the parties intend for the Policy to be classified as a "life insurance contract" as defined in Section 7702(a) of the Internal Revenue Code (the "Code") and not as a "modified endowment contract" as defined in Section 7702A(a) of the Code. If at any time during the term of this Agreement either the Corporation or the Owner determines that, based on the schedule of anticipated premium payments and withdrawals set forth in EXHIBIT 2, the Policy would not constitute a "life insurance contract" under Section 7702(a) of the Code or would constitute a "modified endowment contract" under Section 7702A(a) of the Code, the parties agree to restructure the premium payments and withdrawals to cause the Policy at all times to constitute a "life insurance contract" under Section 7702(a) of the Code and not a "modified endowment contract" under Section 7702A(a) of the Code.

8. DEATH OF EXECUTIVE AND EXECUTIVE'S SPOUSE. If this Agreement is still in effect upon the death of the survivor of Executive and Executive's Spouse, the Corporation and the Owner shall promptly take all action necessary to obtain the death benefits provided under the Policy. The Owner agrees that the Corporation shall have the unqualified right to receive a portion of such death benefits from the Insurer equal to the Corporation's Interest and that no beneficiary under the Policy shall have the right to receive any portion of the Policy proceeds prior to the repayment of the full amount of the Corporation's Interest. The balance of the death benefits provided under the Policy, if any, shall be paid directly to the beneficiary or beneficiaries designated by the Owner in the manner and in the amount or amounts provided in the beneficiary designation provision of the Policy. In no event shall the amount payable to the Corporation hereunder exceed the Policy death benefits. The parties hereto agree that the beneficiary designation provision of the Policy shall conform to the provisions hereof.

9. TERMINATION OF THE AGREEMENT. This Agreement shall terminate prior to the death of the survivor of Executive and Executive's Spouse upon the occurrence of any of the following:

(a) either party may terminate this Agreement effective as of a Policy anniversary date by providing thirty (30) days' advance written notice of such election to terminate to the other party;

(b) the total cessation of the business of the Corporation;

(c) the bankruptcy, receivership or dissolution of the Corporation;

(d) the termination of Executive's employment with the Corporation other than (i) by reason of Executive's death or "Disability" or (ii) following a "Change in Control;"

(e) if either the Corporation or the Owner fails to comply with any of the terms and conditions of this Agreement, the other party may elect to terminate this Agreement by providing written notice of such election to the other party; PROVIDED, HOWEVER, that any such election must be made within sixty (60) days after such failure to comply;

(f) payment in full by the Owner to the Corporation of the Corporation's Interest in the Policy; or

(g) the mutual written agreement of the Owner and the Corporation.

10. DISPOSITION OF THE POLICY UPON TERMINATION OF THE AGREEMENT. If this Agreement is terminated pursuant to the provisions of Paragraph 9, the Owner shall be required, within sixty (60) days after such termination, to repay the Corporation the entire amount of the Corporation's Interest in the Policy. Upon receipt by the Corporation of the entire amount of the Corporation's Interest in the Policy, the Corporation shall release the Collateral Assignment. If the Owner does not repay the entire amount of the Corporation's Interest in the Policy within such sixty (60) day time period, the Corporation may enforce its rights under the Collateral Assignment; PROVIDED, HOWEVER, the Owner shall not be liable for any deficiency realized by the Corporation upon the exercise of the Corporation's rights under the Collateral Assignment.

11. DISCHARGE OF THE INSURER. The Insurer shall be fully discharged from its obligations under the Policy by payment of the Policy death benefits to the beneficiary or beneficiaries named in the Policy subject to the terms and conditions of the Policy and the Collateral Assignment. In no event shall the Insurer be considered a party to this Agreement or to any modification or amendment hereof. No provision of this Agreement, nor any modification or amendment hereof, shall in any way be construed as enlarging, changing, varying or in any other way affecting the obligations of the Insurer as expressly provided in the Policy except insofar as the provisions hereof are made a part of the Policy by the Collateral Assignment.

12. ERISA INFORMATION. The following provisions are part of this Agreement and are intended to meet the requirements of the Employee Retirement Income Security Act of 1974:

(a) The named fiduciary under this Agreement is the Corporation.

(b) The funding policy under this Agreement is that all premiums on the Policy be remitted to the Insurer when due.

(c) Direct payment by the Insurer is the basis of payment of benefits under this Agreement, with those benefits in turn being based on the payment of premiums as provided in this Agreement.

(d) For claims procedure purposes, the "Claims Manager" shall be the Corporate Personnel Group of the Corporation or its delegee.

(i) If for any reason a claim for benefits under this

Agreement is denied by the Corporation, the Claims Manager shall deliver to the claimant a written explanation setting forth the specific reasons for the denial, specific references to the pertinent Agreement provisions on which the denial is based, such other data as may be pertinent and information on the procedures to be followed by the claimant in obtaining a review of his claim, all written in a manner calculated to be understood by the claimant. For this purpose:

(A) The claimant's claim shall be deemed filed when presented orally or in writing to the Claims Manager.

(B) The Claims Manager's explanation shall be in writing delivered to the claimant within ninety (90) days of the date the claim is filed.

(ii) The claimant shall have sixty (60) days following his receipt of the denial of the claim to file with the Claims Manager a written request for review of the denial. For such review, the claimant or his representative may submit pertinent documents and written issues and comments.

(iii) The Claims Manager shall decide the issue on review and furnish the claimant with a copy within sixty (60) days of receipt of the claimant's request for review of his claim. The decision on review shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, as well as specific references to the pertinent Agreement provisions on which the decision is based. If a copy of the decision is not so furnished to the claimant within such sixty (60) days, the claim shall be deemed denied on review.

13. MISCELLANEOUS.

(a) This Agreement may not be amended, altered or modified except by a written instrument signed by the parties hereto or their respective successors or assigns and may not be otherwise terminated except as provided herein.

(b) This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors and assigns.

(c) This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of North Carolina except to the extent (if any) superceded by the laws of the United States.

(d) Headings in this Agreement are provided for purposes of convenience only and shall not affect the interpretation of the terms hereof.

(e) All notices and other communications hereunder must be in writing and shall be deemed to have been duly given when either personally delivered or placed in the United States mails by Certified Mail, return receipt requested, postage prepaid, addressed to the party to whom such notice is being given as follows:

As to the Corporation: Bank of America Corporation
Bank of America Corporate Center
100 N. Tryon Street
Charlotte, North Carolina 28255

Attention: Corporate Personnel
Group Executive

As to the Owner: Michael J. Murray and Christine A. Murray 1999
Irrevocable Trust
c/o Bank of America, N.A.
50 California Street, Suite 2800
CA5-162-28-25
San Francisco, California 94111

Attention: Mr. Michael J. Harrington

Either party may change its address (or the name of the person to whose attention communications hereunder shall be directed) from time to time by serving notice thereof upon the other party as provided herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BANK OF AMERICA, N.A., as Trustee under the
Michael J. Murray and Christine A. Murray 1999

Irrevocable Trust dated December 11, 1999

By: /s/ Michael J. Harrington

Michael J. Harrington, Senior Vice President

"Owner"

BANK OF AMERICA CORPORATION

By: /s/ Kenneth C. Koroknay

Kenneth C. Koroknay, Senior Vice President

"Corporation"

Exhibit 10(ee)

SPLIT DOLLAR
LIFE INSURANCE AGREEMENT

THIS SPLIT DOLLAR LIFE INSURANCE AGREEMENT (the "Agreement") is made and entered into as of the 31ST day of December, 1999, by and between BANK OF AMERICA CORPORATION, a Delaware corporation (the "Corporation"), and BANK OF AMERICA, N.A., as Trustee under the Michael J. Murray and Christine A. Murray 1999 Irrevocable Trust dated December 11, 1999 (the "Owner").

STATEMENT OF PURPOSE

Michael J. Murray (the "Executive") is employed by the Corporation as its President, Global Corporate and Investment Banking. The Corporation, the Owner and Executive desire to insure the lives of Executive and Executive's spouse, Christine A. Murray (the "Executive's Spouse"), for the benefit and protection of both the Corporation and the Executive's family under a Variable Survivorship Life Insurance Policy (the "Policy") to be issued by John Hancock Variable Life Insurance Company (the "Insurer"). The Corporation, as the employer of Executive, is willing to pay a portion of the premiums due on the Policy as an additional employment benefit for Executive on the terms and conditions hereinafter set forth. The Corporation desires to have the Policy collaterally assigned to it by the Owner in order to secure repayment of the portion of the premiums paid by the Corporation on the Policy.

NOW, THEREFORE, in consideration of the Statement of Purpose aforesaid and of the mutual promises contained herein, the parties hereto agree as follows:

1. DEFINITIONS. Whenever used in this Agreement, the following terms shall have the meanings set forth below:

(a) "Beneficial Owner" or "Beneficial Ownership" shall have the meaning ascribed to such term in Rule 13d-3 of the general rules and regulations under the Exchange Act.

(b) "Board of Directors" means the Board of Directors of the Corporation.

(c) "Change in Control" of the Corporation means, and shall be deemed to have occurred upon, any of the following events:

(i) The acquisition by any Person of Beneficial Ownership of twenty-five percent (25%) or more of either:

(A) The then-outstanding shares of common stock of the Corporation (the "Outstanding Shares"); or

(B) The combined voting power of the then-outstanding voting securities of the Corporation entitled to vote generally in the election of Directors (the "Outstanding Voting Securities");

PROVIDED, HOWEVER, that the following acquisitions shall not constitute a Change in Control for purposes of this subparagraph (i): (1) any acquisition directly from the Corporation, (2) any acquisition by the Corporation or any of its Subsidiaries, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Corporation or any of its Subsidiaries, or (4) any acquisition by any corporation pursuant to a transaction which complies with clauses (A), (B) and (C) of subparagraph (iii) below; or

(ii) Individuals who, as of the date of this Agreement, constitute the Board of Directors (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board of Directors; PROVIDED, HOWEVER, that any individual who becomes a Director subsequent to the date of this Agreement and whose election, or whose nomination for election by the Corporation's shareholders, to the Board of Directors was either (A) approved by a vote of at least a majority of the Directors then comprising the Incumbent Board or (B) recommended by a Nominating Committee comprised entirely of Directors who are then Incumbent Board members shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act), other actual or threatened solicitation of proxies or consents or an actual or threatened tender offer; or

(iii) Approval by the Corporation's shareholders of a reorganization, merger, or consolidation or sale or other disposition of all or substantially all of the assets of the Corporation (a "Business Combination"), in each case, unless following such Business

Combination, (A) all or substantially all of the Persons who were the Beneficial Owners, respectively, of the Outstanding Shares and Outstanding Voting Securities immediately prior to such Business Combination own, directly or indirectly, more than fifty percent (50%) of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from the Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Corporation or all or substantially all of the Corporation's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Shares and Outstanding Voting Securities, as the case may be (PROVIDED, HOWEVER, that for purposes of this clause (A), any shares of common stock or voting securities of such resulting corporation received by such Beneficial Owners in such Business Combination other than as the result of such Beneficial Owners' ownership of Outstanding Shares or Outstanding Voting Securities immediately prior to such Business Combination shall not be considered to be owned by such Beneficial Owners for the purposes of calculating their percentage of ownership of the outstanding common stock and voting power of the resulting corporation), (B) no Person (excluding any corporation resulting

from such Business Combination or any employee benefit plan (or related trust) of the Corporation or such corporation resulting from the Business Combination) beneficially owns, directly or indirectly, twenty-five percent (25%) or more of, respectively, the then-outstanding shares of common stock of the corporation resulting from the Business Combination or the combined voting power of the then outstanding voting securities of such corporation unless such Person owned twenty-five percent (25%) or more of the Outstanding Shares or Outstanding Voting Securities immediately prior to the Business Combination and (C) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or the action of the Board, providing for such Business Combination; or

(iv) Approval by the Corporation's shareholders of a complete liquidation or dissolution of the Corporation.

(d) "Director" means any individual who is a member of the Board of Directors of the Corporation.

(e) "Disability" means "disability" as such term is defined from time to time under any long-term disability plan of the Corporation covering the Executive.

(f) "Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time or any successor act thereto.

(g) "Person" shall have the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including "group" as defined in Section 13(d) thereof.

(h) "Subsidiary" means any corporation, partnership, joint venture, affiliate or other entity in which the Corporation owns more than fifty percent (50%) of the voting stock or voting ownership interest, as applicable, or any other business entity designated by the Corporation as a Subsidiary for purposes of this Agreement.

2. PURCHASE OF THE POLICY. The Owner has made application for and has purchased a Variable Survivorship Life Insurance Policy issued by John Hancock Variable Life Insurance Company in the initial face amount of Ten Million Three Hundred Seventy-Eight Thousand Two Hundred Seventy-Five Dollars ($10,378,275) insuring the lives of Executive and Executive's Spouse, a copy of which shall be attached hereto as EXHIBIT 1 as soon as practicable after issuance by the Insurer. A complete hypothetical illustration of the Policy assuming an eight percent (8%) gross rate of return on the premiums over the life of the contract is attached hereto as EXHIBIT 2.

The parties hereto have taken all necessary action to cause Insurer to issue the Policy and shall take any further action which may be necessary to cause the Policy to conform to the provisions of this Agreement. The parties hereto further agree that the Policy shall be subject to

the terms and conditions of this Agreement and the Collateral Assignment referred to in Paragraph 5 below.

3. OWNERSHIP OF THE POLICY. Subject to the provisions of this Agreement and the Collateral Assignment, the Owner shall be the sole and absolute owner of the Policy and may and shall exercise all ownership rights granted to the owner

thereof by the terms of the Policy. It is the intention of the parties that the Owner shall retain all rights which the Policy grants to the owner of the Policy, except the right of the Corporation to recover the amount due to the Corporation under this Agreement. Specifically, without limitation, the Corporation shall neither have nor exercise any right as the collateral assignee of the Policy which could in any way defeat or impair the Owner's right to receive the cash surrender value or the death proceeds of the Policy in excess of the Corporation's Interest (as hereinafter defined). All provisions of this Agreement and the Collateral Assignment shall be construed so as to carry out such intention.

4. PAYMENT OF PREMIUMS. As a convenience to the parties, the Corporation shall pay all premiums under the Policy to the Insurer as and when such premiums become due. During the five (5) year period following the effective date of the Policy, the Corporation shall pay the full amount of the premiums to the Insurer as set forth on EXHIBIT 2 attached hereto. Within thirty (30) days of each such premium payment by the Corporation during the five (5) year period following the effective date of the Policy and within thirty (30) days of each anniversary of the effective date of the Policy thereafter, the Owner shall pay to the Corporation the economic value of the death benefit under the Policy as determined by the Insurer from time to time while the Policy remains in effect. A schedule of the premiums to be paid by the Owner based on the Insurer's current rates is set forth on EXHIBIT 2.

Should actual investment returns vary from those assumed in EXHIBIT 2, the Corporation's share of the premiums shall continue to be equal to the amounts set forth on EXHIBIT 2 as if no such variation occurred. Any increase or decrease in the premiums required to provide the total death benefits described on EXHIBIT 2 resulting from a variation in investment returns shall affect only the Owner's share of the premiums.

Upon request by the Owner, the Corporation shall promptly furnish evidence of timely payment to the Owner. The Corporation shall annually furnish to the Owner a statement of the amount of income reportable by the Executive for federal and state income tax purposes, if any, as determined in accordance with applicable Internal Revenue Service rules and regulations, as a result of the Corporation's payment of a portion of the premiums hereunder.

5. COLLATERAL ASSIGNMENT. The total amount of the Corporation's share of the Policy premium payments paid by the Corporation pursuant to this Agreement, less any amounts previously paid to the Corporation by the Owner pursuant to this Agreement, shall constitute the total indebtedness of the Owner to the Corporation, which amount shall accrue no interest (the "Corporation's Interest"). As security for and to secure the repayment of the Corporation's Interest, as it may exist from time to time pursuant to the terms of this Agreement, the Owner has, contemporaneously herewith, executed and delivered to the Corporation a collateral assignment of the Policy substantially in the form as set forth in EXHIBIT 3 attached hereto (the "Collateral Assignment"). Repayment of the Corporation's Interest shall be made (i) from the

cash surrender value of the Policy if this Agreement is terminated or the Owner surrenders or cancels the Policy prior to the death of the survivor of Executive or Executive's Spouse, or (ii) from the death proceeds of the Policy if Executive and Executive's Spouse should die while the Policy and this Agreement remain in effect. The Collateral Assignment shall not be terminated, altered or amended by the Owner without the express written consent of the Corporation. The parties hereto agree to take all action necessary to cause the Collateral Assignment to conform to the provisions of this Agreement.

6. EXERCISE OF OWNER'S RIGHTS WHILE COLLATERAL ASSIGNMENT IS IN EFFECT. Under the terms of the Policy, the Owner has the right to make certain asset allocation decisions among various investment funds. While the Collateral Assignment is in effect, any such asset allocation decisions by the Owner shall be subject to the approval of the Corporation. Notwithstanding the foregoing, the Owner shall have the sole right to surrender or cancel the Policy for its cash surrender value; PROVIDED, HOWEVER, upon such surrender or cancellation of the Policy the Corporation shall have the unqualified right to receive a portion of the cash surrender value from the Insurer equal to the Corporation's Interest.

7. COMPLIANCE WITH INTERNAL REVENUE CODE. Notwithstanding anything in this Agreement to the contrary, the parties intend for the Policy to be classified as a "life insurance contract" as defined in Section 7702(a) of the Internal Revenue Code (the "Code") and not as a "modified endowment contract" as defined in Section 7702A(a) of the Code. If at any time during the term of this Agreement either the Corporation or the Owner determines that, based on the schedule of anticipated premium payments and withdrawals set forth in EXHIBIT 2, the Policy would not constitute a "life insurance contract" under Section 7702(a) of the Code or would constitute a "modified endowment contract" under Section 7702A(a) of the Code, the parties agree to restructure the premium payments and withdrawals to cause the Policy at all times to constitute a "life insurance contract" under Section 7702(a) of the Code and not a "modified endowment contract" under Section 7702A(a) of the Code.

8. DEATH OF EXECUTIVE AND EXECUTIVE'S SPOUSE. If this Agreement is still in effect upon the death of the survivor of Executive and Executive's Spouse, the Corporation and the Owner shall promptly take all action necessary to obtain the death benefits provided under the Policy. The Owner agrees that the Corporation shall have the unqualified right to receive a portion of such death benefits from the Insurer equal to the Corporation's Interest and that no beneficiary under the Policy shall have the right to receive any portion of the Policy proceeds prior to the repayment of the full amount of the Corporation's Interest. The balance of the death benefits provided under the Policy, if any, shall be paid directly to the beneficiary or beneficiaries designated by the Owner in the manner and in the amount or amounts provided in the beneficiary designation provision of the Policy. In no event shall the amount payable to the Corporation hereunder exceed the Policy death benefits. The parties hereto agree that the beneficiary designation provision of the Policy shall conform to the provisions hereof.

9. TERMINATION OF THE AGREEMENT. This Agreement shall terminate prior to the death of the survivor of Executive and Executive's Spouse upon the occurrence of any of the following:

(a) either party may terminate this Agreement effective as of a Policy anniversary date by providing thirty (30) days' advance written notice of such election to terminate to the other party;

(b) the total cessation of the business of the Corporation;

(c) the bankruptcy, receivership or dissolution of the Corporation;

(d) the termination of Executive's employment with the Corporation other than (i) by reason of Executive's death or "Disability" or (ii) following a "Change in Control;"

(e) if either the Corporation or the Owner fails to comply with any of the terms and conditions of this Agreement, the other party may elect to terminate this Agreement by providing written notice of such election to the other party; PROVIDED, HOWEVER, that any such election must be made within sixty (60) days after such failure to comply;

(f) payment in full by the Owner to the Corporation of the Corporation's Interest in the Policy; or

(g) the mutual written agreement of the Owner and the Corporation.

10. DISPOSITION OF THE POLICY UPON TERMINATION OF THE AGREEMENT. If this Agreement is terminated pursuant to the provisions of Paragraph 9, the Owner shall be required, within sixty (60) days after such termination, to repay the Corporation the entire amount of the Corporation's Interest in the Policy. Upon receipt by the Corporation of the entire amount of the Corporation's Interest in the Policy, the Corporation shall release the Collateral Assignment. If the Owner does not repay the entire amount of the Corporation's Interest in the Policy within such sixty (60) day time period, the Corporation may enforce its rights under the Collateral Assignment; PROVIDED, HOWEVER, the Owner shall not be liable for any deficiency realized by the Corporation upon the exercise of the Corporation's rights under the Collateral Assignment.

11. DISCHARGE OF THE INSURER. The Insurer shall be fully discharged from its obligations under the Policy by payment of the Policy death benefits to the beneficiary or beneficiaries named in the Policy subject to the terms and conditions of the Policy and the Collateral Assignment. In no event shall the Insurer be considered a party to this Agreement or to any modification or amendment hereof. No provision of this Agreement, nor any modification or amendment hereof, shall in any way be construed as enlarging, changing, varying or in any other way affecting the obligations of the Insurer as expressly provided in the Policy except insofar as the provisions hereof are made a part of the Policy by the Collateral Assignment.

12. ERISA INFORMATION. The following provisions are part of this Agreement and are intended to meet the requirements of the Employee Retirement Income Security Act of 1974:

(a) The named fiduciary under this Agreement is the Corporation.

(b) The funding policy under this Agreement is that all premiums on the Policy be remitted to the Insurer when due.

(c) Direct payment by the Insurer is the basis of payment of benefits under this Agreement, with those benefits in turn being based on the payment of premiums as provided in this Agreement.

(d) For claims procedure purposes, the "Claims Manager" shall be the Corporate Personnel Group of the Corporation or its delegee.

(i) If for any reason a claim for benefits under this

Agreement is denied by the Corporation, the Claims Manager shall deliver to the claimant a written explanation setting forth the specific reasons for the denial, specific references to the pertinent Agreement provisions on which the denial is based, such other data as may be pertinent and information on the procedures to be followed by the claimant in obtaining a review of his claim, all written in a manner calculated to be understood by the claimant. For this purpose:

(A) The claimant's claim shall be deemed filed when presented orally or in writing to the Claims Manager.

(B) The Claims Manager's explanation shall be in writing delivered to the claimant within ninety (90) days of the date the claim is filed.

(ii) The claimant shall have sixty (60) days following his receipt of the denial of the claim to file with the Claims Manager a written request for review of the denial. For such review, the claimant or his representative may submit pertinent documents and written issues and comments.

(iii) The Claims Manager shall decide the issue on review and furnish the claimant with a copy within sixty (60) days of receipt of the claimant's request for review of his claim. The decision on review shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, as well as specific references to the pertinent Agreement provisions on which the decision is based. If a copy of the decision is not so furnished to the claimant within such sixty (60) days, the claim shall be deemed denied on review.

13. MISCELLANEOUS.

(a) This Agreement may not be amended, altered or modified except by a written instrument signed by the parties hereto or their respective successors or assigns and may not be otherwise terminated except as provided herein.

(b) This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors and assigns.

(c) This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of North Carolina except to the extent (if any) superceded by the laws of the United States.

(d) Headings in this Agreement are provided for purposes of convenience only and shall not affect the interpretation of the terms hereof.

(e) All notices and other communications hereunder must be in writing and shall be deemed to have been duly given when either personally delivered or placed in the United States mails by Certified Mail, return receipt requested, postage prepaid, addressed to the party to whom such notice is being given as follows:

As to the Corporation: Bank of America Corporation
Bank of America Corporate Center
100 N. Tryon Street
Charlotte, North Carolina 28255

Attention: Corporate Personnel
Group Executive

As to the Owner: Michael J. Murray and Christine A. Murray 1999
Irrevocable Trust
c/o Bank of America, N.A.
50 California Street, Suite 2800
CA5-162-28-25
San Francisco, California 94111

Attention: Mr. Michael J. Harrington

Either party may change its address (or the name of the person to whose attention communications hereunder shall be directed) from time to time by serving notice thereof upon the other party as provided herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BANK OF AMERICA, N.A., as Trustee under the
Michael J. Murray and Christine A. Murray 1999

Irrevocable Trust dated December 11, 1999

By: /s/ Michael J. Harrington

Michael J. Harrington, Senior Vice President

"Owner"

BANK OF AMERICA CORPORATION

By: /s/ Kenneth C. Koroknay

Kenneth C. Koroknay, Senior Vice President

"Corporation"

Bank of America Corporation and Subsidiaries

Ratio of Earnings to Fixed Charges and Preferred Dividends Exhibit 12(b)

	Year Ended December 31				
(Dollars in millions)	1999	1998	1997	1996	1995
Excluding interest on deposits					
Income before income taxes	$12,215	$ 8,048	$10,556	$9,311	$ 8,377
Less: Equity in undistributed losses (earnings) of unconsolidated subsidiaries	(167)	162	(49)	(7)	(19)
Fixed charges:					
Interest expense (including capitalized interest)	10,084	9,479	8,219	7,082	6,354
1/3 of net rent expense	342	335	302	282	275
Total fixed charges	10,426	9,814	8,521	7,364	6,629
Preferred dividend requirements	10	40	183	332	426
Earnings (excluding capitalized interest)	$22,474	$ 18,024	$19,028	$16,668	$14,987
Fixed charges and preferred dividends	$10,436	$ 9,854	$ 8,704	$7,696	$ 7,055
Ratio of earnings to fixed charges and preferred dividends	2.15	1.83	2.19	2.17	2.12
Including interest on deposits					
Income before income taxes	$12,215	$ 8,048	$10,556	$9,311	$ 8,377
Less: Equity in undistributed losses (earnings) of unconsolidated subsidiaries	(167)	162	(49)	(7)	(19)
Fixed charges:					
Interest expense (including capitalized interest)	19,086	20,290	18,903	16,682	16,369
1/3 of net rent expense	342	335	302	282	275
Total fixed charges	19,428	20,625	19,205	16,964	16,644
Preferred dividend requirements	10	40	183	332	426
Earnings (excluding capitalized interest)	$31,476	$ 28,835	$29,712	$26,268	$25,002
Fixed charges and preferred dividends	$19,438	$ 20,665	$19,388	$17,296	$17,070
Ratio of earnings to fixed charges and preferred dividends	1.62	1.40	1.53	1.52	1.46

Bank of America Corporation and Subsidiaries

Ratio of Earnings to Fixed Charges and Preferred Dividends Exhibit 12(b)

<TABLE>
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(Dollars in millions)	1999	1998	1997	1996	1995
	Year Ended December 31				
<S>	<C>	<C>	<C>	<C>	<C>
Excluding interest on deposits					
Income before income taxes	$12,215	$ 8,048	$10,556	$9,311	$ 8,377
Less: Equity in undistributed losses (earnings) of unconsolidated subsidiaries	(167)	162	(49)	(7)	(19)
Fixed charges:					
Interest expense (including capitalized interest)	10,084	9,479	8,219	7,082	6,354
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Ratio of earnings to fixed charges and preferred dividends	1.62	1.40	1.53	1.52	1.46

</TABLE>

Exhibit 21

DIRECT AND INDIRECT SUBSIDIARIES OF BANK OF AMERICA CORPORATION AS OF 01/31/2000

<TABLE>
<CAPTION>

<S> Name	<C> Location
A	
A/M Properties, Inc.	Baltimore, MD
Abilene Park, Inc.	Dallas, TX
Aegina FSC, Inc.	Charlotte Amalie, St. Thomas, U.S. V.I.
Aegina, Inc.	San Francisco, CA
Aerocrane Leasing Ltd.	Charlotte Amalie, St. Thomas, U.S. V.I.
AF Funding (1993), Inc.	Wilmington, DE
AF Funding II (1993), Inc.	Wilmington, DE
Air France/KDHF II (NGHGI) (Grantor Trust)	Wilmington, DE
Air France/NationsBank (Grantor Trust)	Wilmington, DE
Airlease Ltd., A California Limited Partnership	San Francisco, CA
Airlease Management Services, Inc.	San Francisco, CA
Alamo Funding II, Inc.	Dallas, TX
Alamo Funding, Inc.	Dallas, TX
Alpargatas S.A.I.C.	Buenos Aires, Argentina
Alpha Dearborn Limited Partnership	Lake Forest, IL
ALS II, Inc.	Wilton, CT
Amadeo, Inc.	Las Vegas, NV
Amadeo Trust	Las Vegas, NV
Amarillo Lane, Inc.	Dallas, TX
American Financial Service Group, Inc.	Greensboro, NC
Amsalem (QSPE) Limited	George Town, Grand Cayman, Cayman Is.
ANA II (Grantor Trust)	Wilmington, DE
Anaconda Management LLC	Dallas, TX

APL, Inc.	Dallas, TX
Appold Holdings Limited	London, U.K.
Appold Leasing, Inc.	San Francisco, CA
Appold Limited	London, U.K.
Arch Reinsurance Company, Ltd.	George Town, Grand Cayman, Cayman Is.
Ariens Credit Corporation	Alpharetta, GA
Arrendadora Bank of America, S.A.	Mexico City, Mexico
Ashburn A Corp.	Baltimore, MD
Asian American Merchant Bank Ltd.	Singapore, Singapore
Asp Funding II, Inc.	Dallas, TX
Asp Funding, Inc.	Dallas, TX
Asset Backed Funding Corporation	Charlotte, NC
Asset Holding Co. Inc.	San Francisco, CA
Atico Financial Corporation dba Cavalier Properties	Miami, FL
Atlanta Affordable Housing Fund Limited Partnership	Charlotte, NC
Atlantic Equity Corporation	Charlotte, NC

</TABLE>

<TABLE>
<CAPTION>

<S>	<C>
Austin Community Development Corporation	Austin, TX
Austin National Realty Corporation	Austin, TX
B	
B&D Phase III LLC	Baltimore, MD
B.A. Insurance (Cayman) Ltd.	George Town, Grand Cayman, Cayman Is.
BA 1998 Partners Associates Fund, L.P.	Chicago, IL
BA 1998 Partners Fund I, L.P.	Chicago, IL
BA 1998 Partners Fund II, L.P.	Chicago, IL
BA 1998 Partners Fund, Limited	Chicago, IL

BA 1998 Partners Master Fund I, L.P.	Chicago, IL
BA 1998 Partners Master Fund II, L.P.	Chicago, IL
BA Agency, Inc.	Albuquerque, NM
BA Asia Limited	Hong Kong, PRC
BA Assets Company	George Town, Grand Cayman, Cayman Is.
BA Australia Limited	Sydney, New South Wales, Australia
BA Capital Company, L.P.	Charlotte, NC
BA Card Operations, Inc.	Dover, DE
BA Card Services, Inc.	Makati, Philippines
BA Coinvest GP, Inc.	Chicago, IL
BA Equity Advisors Sp.zo.o	Warsaw, Poland
BA Equity Holdings, L.P.	Charlotte, NC
BA Equity Investment Company, L.P.	Charlotte, NC
BA Equity Investors, Inc.	Chicago, IL
BA Finance (Hong Kong) Limited	Hong Kong, PRC
BA Finance Ireland Limited	Dublin, Ireland
BA Finance Lease, Inc.	San Francisco, CA
BA Holding Company S.A.	Luxembourg, Luxembourg
BA Insurance Agency, Inc.	San Diego, CA
BA Interactive Services Holding Company, Inc.	San Francisco, CA
BA International (Netherlands) B.V.	Amsterdam, The Netherlands
BA Investment Leasing Co., Ltd.	Tokyo, Japan
BA LocProc Pty. Limited	Sydney, New South Wales, Australia
BA Merchant Services, Inc.	San Francisco, CA
BA Mortgage, LLC	Charlotte, NC
BA Netting Limited	London, U.K.
BA Northwest Community Service Corporation	Seattle, WA
BA Overseas Holdings	George Town, Grand Cayman, Cayman Is.

BA Properties, Inc.	Los Angeles, CA
BA Rescarven Holding Company	George Town, Grand Cayman, Cayman Is.
BA SBIC Sub, Inc.	Chicago, IL
BA Securities Australia Limited	Sydney, New South Wales, Australia
BA Securities Investment Advisory Limited	Taipei, Taiwan
BA Service Corp.	Charlotte, NC
BA Staff Superannuation Limited	Sydney, New South Wales, Australia

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<S>	<C>
BA Swiss FSC Holdings, Inc.	San Francisco, CA
BA Technology I, LLC	Charlotte, NC
BAC Funding Consortium, Inc.	Miami, FL
BAC Realty LLC	Dallas, TX
BAC Services Inc.	New York, NY
BACAN Capital Trust	Wilmington, DE
BACF Corporation	Wilton, CT
BAEC Investments, L.L.C.	Chicago, IL
BAEP Asia (Philippines) Limited LLC	Chicago, IL
BAEP Asia Limited	Curepipe, Mauritius
BAEP Nord I LLC	Chicago, IL
BAEP Nord IA LLC	Chicago, IL
BAEP Nord II LLC	Chicago, IL
BAEP Nord III LLC	Chicago, IL
BAEP Nord IIIA LLC	Chicago, IL
BAEP Nord IV LLC	Chicago, IL
BAEP Nord V LLC	Chicago, IL
BAEP Telecommunications Investments, L.L.C.	Chicago, IL
Balmoral Leasing Ltd.	Charlotte Amalie, St. Thomas, U.S. V.I.

Baltic M Corp.	Baltimore, MD
BA-MBS LLC	Las Vegas, NV
Bamerilease, Inc.	Phoenix, AZ
Bamerinvest, C.A.	Caracas, Chacao, Venezuela
Banc of America Advisors, Inc.	Charlotte, NC
Banc of America Agency of Nevada, Inc.	Las Vegas, NV
Banc of America Agency of Texas, Inc.	Dallas, TX
Banc of America Agency, LLC	Towson, MD
Banc of America Auto Finance Corp.	Las Vegas, NV
Banc of America Business Finance Corporation	Atlanta, GA
Banc of America Capital Markets-Asia, Inc.	Singapore, Singapore
Banc of America Capital Markets-Japan, Inc.	Tokyo, Japan
Banc of America CDC Special Holding Company, Inc.	Charlotte, NC
Banc of America Commercial Corporation	Tucker, GA
Banc of America Commercial Finance Corporation	Wilton, CT
Banc of America Community Development Corporation	Charlotte, NC
Banc of America Community Holdings, Inc.	Charlotte, NC
Banc of America Financial Products, Inc.	Chicago, IL
Banc of America FSC Holdings, Inc.	San Francisco, CA
Banc of America Funding Corporation	Charlotte, NC
Banc of America Futures, Incorporated	Chicago, IL
Banc of America Historic Ventures, LLC	Charlotte, NC
Banc of America Insurance Services, Inc.	Mount Airy, MD
Banc of America Investment Services, Inc.	Charlotte, NC
Banc of America Leasing & Capital, LLC	San Francisco, CA
Banc of America Management Corporation	Wilton, CT

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Banc of America Mortgage Capital Corporation	Charlotte, NC
Banc of America Neighborhood Services Corporation	Charlotte, NC
Banc of America Options, Inc.	Chicago, IL
Banc of America SBIC Corporation	Charlotte, NC
Banc of America Securities Limited	London, U.K.
Banc of America Securities LLC	Charlotte, NC
Banc of America Specialty Finance, Inc.	Alpharetta, GA
Banc of America Vendor Finance, Inc.	San Diego, CA
BancAmerica Capital Holdings I, L.P.	Charlotte, NC
BancAmerica Capital Holdings II, L.P.	Chicago, IL
BancAmerica Capital Investors I, L.P.	Charlotte, NC
BancAmerica Capital Investors II, L.P.	Chicago, IL
BancAmerica Capital Investors SBIC I, L.P.	Charlotte, NC
BancAmerica Capital Investors SBIC II, L.P.	Chicago, IL
BancAmerica Coinvest Fund, L.P.	Chicago, IL
BancAmerica Commercial Corporation	San Francisco, CA
Banco Liberal S.A.	Rio de Janeiro, Brazil
BancofAmerica Forex (Philippines), Inc.	Makati, Philippines
Bank IV Affordable Housing Corporation	Wichita, KS
Bank IV Community Development Corporation	Wichita, KS
Bank IV Securities, Inc.	Charlotte, NC
Bank Marketing Systems, Inc.	Oklahoma City, OK
Bank of America (Asia) Limited	Hong Kong, PRC
Bank of America (Hawaii) Insurance Agency, Inc.	Honolulu, HI
Bank of America (Jersey) Limited	St. Helier, Jersey, Channel Islands
Bank of America (Macau) Limited	Macau
Bank of America (Polska) S.A.	Warsaw, Poland
Bank of America Canada	Toronto, Ontario, Canada

Bank of America Canada Capital Co.	Nova Scotia, Canada
Bank of America Canada Leasing Corporation	Calgary, Alberta, Canada
Bank of America Canada Leasing III, Inc.	Calgary, Alberta, Canada
Bank of America Canada Leasing IV, Inc.	Calgary, Alberta, Canada
Bank of America Canada Leasing VI, Inc.	Calgary, Alberta, Canada
Bank of America Canada Leasing VIII, Company	Calgary, Alberta, Canada
Bank of America Canada Securities Corporation	Toronto, Ontario, Canada
Bank of America Canada Specialty Group Ltd.	Mississauga, Ontario, Canada
Bank of America Capital Corporation	Chicago, IL
Bank of America Colombia	Bogota, Colombia
Bank of America Community Development Bank	Walnut Creek, CA
Bank of America do Brasil Ltda.	Sao Paulo, Brazil
Bank of America Illinois Community Development Corporation	Chicago, IL
Bank of America International Limited	London, U.K.
Bank of America Leasing Corp.	Charlotte, NC
Bank of America Malaysia Berhad	Kuala Lumpur, Malaysia
Bank of America Mexico, S.A., Institucion de Banca Multiple	Mexico City, Mexico

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Bank of America Mortgage Securities, Inc.	San Francisco, CA
Bank of America Reinsurance Corporation	Burlington, VT
Bank of America Singapore Limited	Singapore, Singapore
Bank of America Technology and Operations, Inc.	Dallas, TX
Bank of America Trust Company of Delaware, National Association	Greenville, DE
Bank of America Ventures	Foster City, CA
Bank of America, National Association	Charlotte, NC
Bank of America, National Association (USA)	Phoenix, AZ

Bank of America, S.A.	Madrid, Spain
Bank of America-Giannini Foundation	San Francisco, CA
Bank of Canton (Nominees) Limited, The	Hong Kong, PRC
Bank South Home Equity, Inc.	Atlanta, GA
BankAmerica Acceptance Corp.	San Diego, CA
BankAmerica Capital Advisors LLC	Chicago, IL
BankAmerica Capital I	San Francisco, CA
BankAmerica Capital II	San Francisco, CA
BankAmerica Capital III	San Francisco, CA
BankAmerica Capital IV	San Francisco, CA
BankAmerica Community Development Corporation	Walnut Creek, CA
BankAmerica Financial, Inc.	San Francisco, CA
BankAmerica Foundation	San Francisco, CA
BankAmerica Fund Management Limited	George Town, Grand Cayman, Cayman Is.
BankAmerica Institutional Capital A	San Francisco, CA
BankAmerica Institutional Capital B	San Francisco, CA
BankAmerica Insurance Group, Inc.	San Diego, CA
BankAmerica International	San Francisco, CA
BankAmerica International Financial Corporation	San Francisco, CA
BankAmerica International Investment Corporation	Chicago, IL
BankAmerica Investment Corporation	Chicago, IL
BankAmerica Nominees (1993) Pte Ltd.	Singapore, Singapore
BankAmerica Nominees (Hong Kong) Ltd.	Hong Kong, PRC
BankAmerica Nominees (Singapore) Pte. Ltd.	Singapore, Singapore
BankAmerica Nominees Limited (London)	London, U.K.
BankAmerica Realty Finance, Inc.	Los Angeles, CA
BankAmerica Realty Services, Inc.	San Francisco, CA
Bankamerica Representacao e Servicos Limitada	Sao Paulo, Brazil

BankAmerica Special Assets Corporation	San Francisco, CA
BankAmerica Trust and Banking Corporation (Bahamas) Limited	Nassau, Bahamas
BankAmerica Trust and Banking Corporation (Cayman) Limited	George Town, Grand Cayman, Cayman Is.
BankAmerica Trust Company (Hong Kong) Limited	Hong Kong, PRC
Barnesbury, Ltd.	Hamilton, Bermuda
Barnett Auto Receivables Corp.	Reno, NV
Barnett Bank Premises Company - Brickell	Jacksonville, FL
Barnett Capital I	Jacksonville, FL
Barnett Capital II	Jacksonville, FL

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<S>	<C>
Barnett Capital III	Jacksonville, FL
Barnett Community Development Corporation	Jacksonville, FL
Barnett Leasing Company	Jacksonville, FL
Barnett Mortgage Company	Charlotte, NC
Barnett Office Park Condominium Association, Inc.	Jacksonville, FL
Barnett Southside Land, Inc.	Jacksonville, FL
Bartlett Park Neighborhood Redevelopment, L.C.	Tampa, FL
Barton Apartments, L.P., The	St. Louis, MO
BATCO Nominees Limited	Hong Kong, PRC
Bay 2 Bay Leasing LLC	San Francisco, CA
Bay Street Limited	George Town, Grand Cayman, Cayman Is.
BBI Merchant Processing Company, LLC	Charlotte, NC
Becham (QSPE) Limited	George Town, Grand Cayman, Cayman Is.
Beechnut Holdings, Inc.	Houston, TX
Belmont Heights Development Company, L.C.	Tampa, FL
Beta Dearborn Limited Partnership	Lake Forest, IL
BFS Participacoes Ltda.	Sao Paulo, Brazil

Binfield Ltd.	Hamilton, Bermuda
Birch Funding II, Inc.	Dallas, TX
Birch Funding, Inc.	Dallas, TX
BIRMSON, L.L.C.	Wilton, CT
Biscayne Apartments, Inc.	Atlanta, GA
BJ Services Trust 1997-1	Houston, TX
BJCC, Inc.	Wilton, CT
Blue Ridge Finance Ltd.	Hamilton, Bermuda
Blue Ridge Investments, L.L.C.	Charlotte, NC
BNB Auto, Inc.	St. Louis, MO
Boatmen's Capital Management, Inc.	St. Louis, MO
Boatmen's Financial Services, Inc.	St. Louis, MO
Boatmen's Insurance Agency, Inc.	St. Louis, MO
BofA Investment Company S.A.	Buenos Aires, Argentina
Brazilian Financial Services, Inc.	San Francisco, CA
Brazilian Tourism Holdings, Inc.	San Francisco, CA
Broadway Pointe Venture, LLC	Campbell, CA
Bronco Street REIT	Dallas, TX
Bunga Jambu Ltd.	Hamilton, Bermuda
Bunga Orkid, Ltd.	Hamilton, Bermuda
Bushton BCP Investment Partnership I, L.P.	Wilmington, DE
Bushton TRG Investment Partnership I, L.P.	Wilmington, DE
Bushton TRG Investment Partnership IV, L.P.	Wilmington, DE
C	
C&S Premises, Inc.	Atlanta, GA
C&S Premises - SPE, Inc.	Atlanta, GA
C.I.N.B. Nominees (London) Limited	London, U.K.

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<S>	<C>
C.N. Investments, Inc.	George Town, Grand Cayman, Cayman Is.
Cabot Investments	London, U.K.
California Street Limited	George Town, Grand Cayman, Cayman Is.
CalKearn, LLC	Reno, NV
Canaan Collaborative Limited Partnership, The	Houston, TX
Canea FSC, Inc.	Charlotte Amalie, St. Thomas, U.S. V.I.
Cape Canterbury, Ltd.	Hamilton, Bermuda
Capital Courts Corporation	Washington, DC
Capital Crossing Development Corporation	Suitland, MD
Capitol Information Networks, Inc.	Austin, TX
Carlton Court CDC, Inc.	Dallas, TX
Carlton Court Limited Partnership	Dallas, TX
Carolina Investments Limited	London, U.K.
Carolina Leasing Limited	London, U.K.
Carolina Mountain Holding Company	Charlotte, NC
Cash Flow, Inc.	Charlotte, NC
Castle Bay REIT	Dallas, TX
Cathay Pacific/NationsBank Trust I (Grantor Trust)	Wilmington, DE
CBD, L.L.C.	St. Louis, MO
CC Plaza M Corp.	Baltimore, MD
Cedar Mill, LLC	Raleigh, NC
Centrex Capital Automobile Assets (Number Four), Inc.	Melville, NY
Centrex Capital Automobile Assets (Number Three), Inc.	Melville, NY
Centrex Capital Automobile Assets (Number Two), Inc.	Melville, NY
Centrex Capital Automobile Assets, Inc.	Melville, NY
Centrex Capital Corp.	Melville, NY

Centrex Capital Corp. of PA	Melville, NY
Charlotte Affordable Housing LLC, The	Charlotte, NC
Charlotte Gateway Village, LLC	Charlotte, NC
Charlotte Transit Center, Inc.	Charlotte, NC
Charter-Colonial Securities, Inc.	Houston, TX
Charter-Houston Securities, Inc.	Houston, TX
Chase Federal Housing Corporation	Baltimore, MD
Chase I, Inc.	Miami, FL
ChaseFed Insurance Co.	Miami, FL
Chepstow Holding Corporation	Charlotte, NC
Chepstow Real Estate Investment Trust	Charlotte, NC
Cherry Affordable Housing Corp.	Charlotte, NC
Chesapeake M Corp.	Baltimore, MD
Chicago Equity Partners Corp.	Chicago, IL
Church Street Crossing Associates, L.P.	Washington, DC
CIC Trading, S.A.	Buenos Aires, Argentina
Citizens Financial Securities Corporation	Fort Lauderdale, FL
Citizens Real Estate, Inc.	Jonesboro, AR
Citizens Travel, Inc.	Miami, FL

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<S>	<C>
CIVC Fund, L.P.	Chicago, IL
CIVC SBIC Fund, LLC	Chicago, IL
Clark Street Redevelopment Corporation	St. Louis, MO
Clenston Ltd.	Hamilton, Bermuda
Columbia Community Investment Limited Partnership	Charlotte, NC
Commerce Place Company	Nashville, TN
Commonwealth National Bank	Mobile, AL

Community Reinvestment Group, L.C.	Fort Lauderdale, FL
Companhia Internacional de Participacoes e Empreendimentos	Sao Paulo, Brazil
Concorde Solutions, Inc.	Concord, CA
Conestoga Trail REIT	Dallas, TX
Consolidated Asset Management Company	Oklahoma City, OK
Continental Finanziaria S.P.A.	Milan, Italy
Continental Illinois Venture Corporation	Chicago, IL
Continental Information & Technology Services Co. S.A.	Buenos Aires, Argentina
Continental Partners Group, Inc.	Chicago, IL
Continental Servicios Corporativos, S.A. de C.V.	Mexico City, Mexico
Coppell Limited	George Town, Grand Cayman, Cayman Is.
Copperhead Lane Investments GP	Dallas, TX
Corpus Christi Community Development Corporation	Corpus Christi, TX
Courtcom M Corp.	Baltimore, MD
Courtyards Apartments II, Inc.	Charlotte, NC
Courtyards Apartments, Inc.	Atlanta, GA
Covation LLC	Atlanta, GA
Coventry Village Apartments, Inc.	Atlanta, GA
CreditQuick Finance Company	Charlotte, NC
CreditQuick, Inc.	Charlotte, NC
Crockett Funding II, Inc.	Dallas, TX
Crockett Funding, Inc.	Dallas, TX
CSC Associates, L.P.	Marietta, GA
CSF Holdings, Inc.	Tampa, FL
CSI Holdings, Inc.	Charlotte, NC
CSV Apartments LLC	Atlanta, GA
Cupples Development, L.L.C.	St. Louis, MO

D

Dalespring Corporation	Wilton, CT
Dana Partnership, The	Johannesburg, South Africa
Danville Community Development Corporation	Danville, VA
Dartford River Crossing Limited	Dartford, Kent, U.K.
Davis Street Limited	George Town, Grand Cayman, Cayman Is.
DCRS Corporation	Atlanta, GA
Delabarre Place Property Holdings, Inc.	Baltimore, MD
Deportes Sports Holdings Limited	George Town, Grand Cayman, Cayman Is.
DFO Partnership	San Francisco, CA

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Diamond Shoals Finance Ltd.	Hamilton, Bermuda
Diamondback Park, Inc.	Dallas, TX
Dill Avenue Redevelopment Partnership, LLC	Atlanta, GA
Dogwood Management LLC	Dallas, TX
Down Under Leasing Corporation	Charlotte, NC
DPC, Inc.	Dallas, TX
E	
Electronic Payments Exchange, Inc., The	San Francisco, CA
Eban Incorporated	Dallas, TX
Eban Village I, Ltd.	Dallas, TX
Eban Village II, Ltd.	Dallas, TX
EBS Partnership, The	London, U.K.
Education Financing Services, LLC	Winston-Salem, NC
Eighth Street, LLC	Charlotte, NC
Electronic Broking Services Limited	London, U.K.
Elko Park, Inc.	Dallas, TX

Elmsleigh Funding, Ltd.	George Town, Grand Cayman, Cayman Is.
E-Loan, Inc.	Dublin, CA
Eloundra FSC, Inc.	Charlotte Amalie, St. Thomas, U.S. V.I.
Eloundra, Inc.	San Francisco, CA
Employee Relocation Consultants, Inc.	Charlotte, NC
Epidaurus FSC, Inc.	Charlotte Amalie, St. Thomas, U.S. V.I.
EQCC Asset Backed Corporation	Jacksonville, FL
EQCC Receivables Corporation	Jacksonville, FL
EQCC Trans Receivable Corporation	Jacksonville, FL
EquiCredit Corporation	Jacksonville, FL
EquiCredit Corporation of America	Jacksonville, FL
Equitable Deed Company	Los Angeles, CA
Equitable Service Corporation	Miami, FL
Equity/Protect Reinsurance Company	Jacksonville, FL
ESP Financial Services LLC	San Diego, CA
Exchange, The	Bellevue, WA
EXHO PROPERTY, INC.	Baltimore, MD
Export Funding Corporation	Charlotte, NC
F	
Fallon Lane, Inc.	Dallas, TX
Fallon Lane II, Inc.	Dallas, TX
FBA Bancorp	Chicago, IL
Federal Properties I, Inc.	Baltimore, MD
Fenchurch Steamship Corporation	London, U.K.
Fiduciary Services Limited	Hong Kong, PRC
Finance Investment Company	Springfield, MO
First Executive Leasing FSC Ltd.	Charlotte Amalie, St. Thomas, U.S. V.I.

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First Executive Sands Leasing Corp.	San Francisco, CA
First Executive Sands Leasing Corp.	Baltimore, MD
First Florida Bank OREO Holding Company	Charlotte, NC
First Housing Development Corporation of Florida	Tampa, FL
First in Flight Finance Ltd.	Hamilton, Bermuda
First Land Sales, Inc.	Baltimore, MD
First Midland Limited Partnership	Lake Forest, IL
First Mortgage Corporation	Dallas, TX
First Revitalization Corp.	Charlotte, NC
First Shelter Service Corporation	Brunswick, GA
FKF, Inc.	Des Moines, IA
Fleetwood Credit Corp.	Alpharetta, GA
Fleetwood Credit Receivables Corp.	Alpharetta, GA
Florida Affordable Housing 1998, L.L.C.	Charlotte, NC
Florida Housing Tax Credit Fund II, Ltd.	Columbia, MD
Florita Finance Ltd.	Hamilton, Bermuda
Fontana Finance Ltd.	Hamilton, Bermuda
Foppingadreef Investments (No. 2) N.V.	Amsterdam, The Netherlands
Foremost Factors Limited	New Delhi, India
Forty-Six Twenty-Five Lindell Corp.	Charlotte, NC
Founders Bancorporation, Inc.	Oklahoma City, OK
Fountain Square Corporation of Maryland	Baltimore, MD
Fundo 2000 de Conversao-Capital Estrangeiro	Sao Paulo, Brazil
Fundo 2001 de Conversao-Capital Estrangeiro	Sao Paulo, Brazil
G	

Galveston Funding, Inc.	Dallas, TX
Galveston Funding, Inc. II	Dallas, TX
Gartmore Global Partners	Charlotte, NC
Gatwick, Inc.	Dallas, TX
General Fidelity Insurance Company	San Diego, CA
General Fidelity Life Insurance Company	San Diego, CA
Gleneagles Trading LLC	Charlotte, NC
GLM Investments, Inc.	Charlotte, NC
GlobalNet Comunicaciones Financieras, S.A.	Santiago, Chile
Golden Gate Participacoes Ltda.	Sao Paulo, Brazil
Gournia FSC, Inc.	Charlotte Amalie, St. Thomas, U.S. V.I.
Gournia, Inc.	San Francisco, CA
Gravely Credit Corporation	Alpharetta, GA
Greater Brownsville Community Development Corporation	Brownsville, TX
H	
Harbilan Corporation	Charlotte, NC
Harbour Directors I Limited	George Town, Grand Cayman, Cayman Is.
Harbour Directors II Limited	George Town, Grand Cayman, Cayman Is.

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Harbour Nominees Ltd.	George Town, Grand Cayman, Cayman Is.
Harbour Secretaries I Limited	George Town, Grand Cayman, Cayman Is.
Harper Farm M Corp.	Baltimore, MD
Hatteras Finance Ltd.	Hamilton, Bermuda
Hays Plaza Apartments, L.P.	Hays, KS
Heathrow, Inc.	Dallas, TX
Heathrow, Inc. II	Dallas, TX

Hedges S.A.	Buenos, Aires, Argentina
Het Loo REIT, Co.	Reno, NV
Hickory Park, Inc.	Dallas, TX
High Point Estates, LLC	Atlanta, GA
Historic District Redevelopment Partnership	Atlanta, GA
Holly Spring Meadows LLC	Forestville, MD
Honfed Financial Services Corp.	Honolulu, HI
Hong Kong & Shanghai Insurance Company, Limited	Hong Kong, PRC
I	
Identrus, LLC	New York, NY
Inchroy Credit Corporation Limited	Hong Kong, PRC
Independence Plaza General Partner, Inc.	St. Louis, MO
Independence Plaza, L.P.	St. Louis, MO
Integrion Financial Network, LLC	Herndon, VA
Interfirst (Leasing) Limited	London, U.K.
InverAmerica S.A.	Santa Fe de Bogota, Colombia
Inversiones of America Corredores de Bolsa Limitada	Santiago, Chile
Inversiones y Negocios Fiduciarios S.A.	Buenos Aires, Argentina
InvestAmerica S.A.	Santiago, Chile
Irapetra FSC, Inc.	Charlotte Amalie, St. Thomas, U.S. V.I.
Ironside Property Holdings, Inc.	Irving, TX
Irving Park, Inc.	Dallas, TX
Island Funding, Ltd.	Dallas, TX
Island Funding, Ltd. II	George Town, Grand Cayman, Cayman Is.
Ismael I, Inc.	George Town, Grand Cayman, Cayman Is.
ITG Secretaries Limited	Hong Kong, PRC
J	

Jambu Holdings, Inc.	San Francisco, CA
Japan Airlines/NCNB 1993-1 (Grantor Trust)	Wilmington, DE
Jawbridge Finance, Inc.	Dallas, TX
JCCA, Inc.	Wilton, CT
Jefferson, Marion, Washington Community Development Corporation	Corpus Christi, TX
Joey Trust	San Francisco, CA
Justin, Inc.	George Town, Grand Cayman, Cayman Is.
K	

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<S>	<C>
Kauai Hotel, L.P.	Los Angeles, CA
Kavala FSC, Inc.	Bridgetown, Barbados
Kenilworth Industrial Park Limited Liability Company	Washington, DC
Kenilworth-Burroughs Limited Partnership	Washington, DC
Kill Devil Hills Finance Limited Partnership	Wilmington, Delaware
Kill Devil Hills II Limited Partnership	Wilmington, Delaware
Kitty Hawk Finance Ltd.	Hamilton, Bermuda
Knossus FSC, Inc.	Charlotte Amalie, St. Thomas, U.S. V.I.
Korg Acceptance Corporation	Alpharetta, GA
L	
L/G Redevelopment, LLC	Nashville, TN
Laconia FSC, Inc.	Charlotte Amalie, St. Thomas, U.S. V.I.
Laconia, Inc.	San Francisco, CA
Laredo Partners	Dallas, TX
LaSalle Street Natural Resources Corporation	Houston, TX
Latin America Funding, Inc.	Dallas, TX

Lease Holding Company II Pte Ltd	Singapore, Singapore
Lease Holding Company III Pte Ltd	Singapore, Singapore
Lease Holding Company Pte Ltd	Singapore, Singapore
Lee County Holdings Company	Tampa, FL
Lee First, Inc.	Tampa, FL
Leon Avenue Redevelopment Company	Sarasota, FL
Liberal Asset Management Administracao Financeira e Consultoria	Riod de Janeiro, Brazil
Liberal Banking Corporation Ltd.	Nassau, Bahamas
Liberal S.A. Corretora de Cambio e Valores Mobiliarios	Rio de Janeiro, Brazil
Linden Tree Development Corp.	Melville, NY
Lindos FSC, Inc.	Charlotte Amalie, St. Thomas, U.S. V.I.
Lindos, Inc.	San Francisco, CA
Locomotive Lease Holding VII, Company	Halifax, Nova Scotia
Lubbock Funding, Inc.	Dallas, TX
Lubbock Funding, Inc. II	Dallas, TX
Lyndhurst Properties Corp.	Melville, NY
M	
"M&M Realty, Inc."	St. Louis, MO
Madison Park A Corp.	Baltimore, MD
Madre Mesa Property Holdings, Inc.	Baltimore, MD
Maguire Partners-Glendale Center, LLC	Los Angeles, CA
Main Place Funding, LLC	Charlotte, NC
Malia FSC, Inc.	Charlotte Amalie, St. Thomas, U.S. V.I.
Malia, Inc.	San Francisco, CA
Mar A Lowe Corp.	Baltimore, MD
MAR, Inc.	Charlotte, NC
Marco Polo Leasing Ltd.	Charlotte Amalie, St. Thomas, U.S. V.I.

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Marco Properties, Inc.	Baltimore, MD
Marnat Creek Limited Partnership	Tucker, GA
Marsico Capital Management, LLC	Denver, CO
Marsico Management Holdings, L.L.C.	Charlotte, NC
Maryland Housing Equity Fund Limited Partnership	Columbia, MD
Maryland National Community Development Corporation	Baltimore, MD
Maryland National Realty Investors, Inc.	Washington, DC
Mayfair Partners	Dallas, TX
Maywell Mark Corp.	Oklahoma City, OK
MB Deal 97, S.L.	Madrid, Spain
MBHD, LLC	Nashville, TN
MCOG Leasing Corp.	San Francisco, CA
Mecklenburg Park, Inc.	Dallas, TX
Melwood M Corp.	Baltimore, MD
Mercury Marine Acceptance Corporation	Alpharetta, GA
MESBIC Ventures Holding Company	Dallas, TX
Metropolitan Commercial Properties Corporation I	Baltimore, MD
Metropolitan Commercial Properties Corporation VIII	Baltimore, MD
Metropolitan Commercial Properties Corporation X	Baltimore, MD
Metropolitan Development, L.L.C.	St. Louis, MO
Middletown Finance, Inc.	Dallas, TX
Midwest Realty & Management, Inc.	Buffalo, NY
Minbanc Capital Corp.	Washington, DC
Misty Waters Apartments, Inc.	Atlanta, GA
MN World Trade Corporation	Baltimore, MD
MNC Affiliates Group, Inc.	Washington, DC

MNC American Corporation	Birmingham, AL
MNC Capital Corporation	Washington, DC
MNC Consumer Discount Company	Washington, DC
MNC Credit Corp	Washington, DC
MNC Investment Bank, Ltd.	Baltimore, MD
Mobley Park Apartments, L.C.	Tampa, FL
Mohave Partners	Dallas, TX
MOIL Corporation	Wilton, CT
Montana Fundo de Renda Fixa-Capital Estrangeiro	Sao Paulo, Brazil
Montrose & Company, LLC	Reno, NV
Moorpark Holding, Inc.	Chicago, IL
Moraine Ltd.	George Town, Grand Cayman, Cayman Is.
Motift, Inc.	Atlanta, GA
MS Spitfire LLC	San Francisco, CA
Multi Banco S.A.	Sao Paulo, Brazil
Multi-Family Housing Investment Fund I, LLC	Charlotte, NC
Mycenae FSC, Inc.	Charlotte Amalie, St. Thomas, U.S. V.I.
Mycenae, Inc.	San Francisco, CA
MYM Holdings Corporation	Charlotte, NC

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N	
N.B. (Bahamas) Ltd.	Nassau, Bahamas
NAPICO/USAA Tax Credit Fund I	Beverly Hills, CA
Nations Argentina, S.A.	Buenos Aires, Argentina
Nations Commercial Corp.	Dallas, TX
Nations de Colombia Ltda.	Santa Fe de Bogota, Colombia

Nations Finance (Cayman) Limited	George Town, Grand Cayman, Cayman Is.
Nations Finance Company	Dublin, Ireland
Nations International Equity Fund (Offshore)	George Town, Grand Cayman, Cayman Is.
Nations International Value Fund (Offshore)	George Town, Grand Cayman, Cayman Is.
Nations Investment Management Limited	London, U.K.
Nations Marsico Focused Equities Fund (Offshore)	George Town, Grand Cayman, Cayman Is.
Nations Marsico Growth & Income Fund (Offshore)	George Town, Grand Cayman, Cayman Is.
NationsBanc Auto Funding Corporation	Charlotte, NC
NationsBanc Business Credit, Inc.	Tucker, GA
NationsBanc Charlotte Center, Inc.	Charlotte, NC
NationsBanc Energy Group Denver, Inc.	Denver, CO
NationsBanc Equity Mortgage Corporation	Richmond, VA
NationsBanc Health Services, Inc.	Charlotte, NC
NationsBanc Insurance Agency, Inc.	Norfolk, VA
NationsBanc Insurance Company, Inc.	Charlotte, NC
NationsBanc Insurance Inc.	Mount Airy, MD
NationsBanc Lease Finance VI	Wilmington, Delaware
NationsBanc Leasing & R.E. Corporation	Charlotte, NC
NationsBanc Montgomery Holdings Corporation	Charlotte, NC
NationsBanc Mortgage Corporation of Georgia	Tucker, GA
NationsBanc Pacific Corporation	Charlotte, NC
NationsBanc Retirement Management, Inc.	Atlanta, GA
NationsBank (Export Finance) Limited	London, U.K.
NationsBank Brasil Holdings Ltda.	Sao Paulo, Brazil
NationsBank CLO Corporation	Dallas, TX
NationsBank CLO Funding Corp.	Dallas, TX
NationsBank Europe Limited	London, U.K.
NationsBank Housing Fund Investment Corporation	Charlotte, NC
NationsBank International Trust (Jersey) Limited	Saint Helier, Jersey, Channel Islands

NationsBank Overseas Corporation	Charlotte, NC
NationsBank Trust Company of New York	New York, NY
NationsBridge, L.L.C.	Charlotte, NC
NationsCredit Financial Acceptance Corporation	Irving, TX
NationsCredit Financial Services Corporation	Irving, TX
NationsCredit Financial Services Corporation of Nevada	Irving, TX
NationsCredit Home Equity ABS Corporation	Irving, TX
NationsCredit Insurance Agency, Inc.	Irving, TX
NationsCredit Insurance Corporation	Irving, TX

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NationsCredit Manufactured Housing Corporation	Jacksonville, FL
NationsCredit Marine Funding Corporation	Alpharetta, GA
NationsCredit Securitization Corporation	Alpharetta, GA
Nations-CRT Hong Kong, Limited	Hong Kong, PRC
Nations-CRT U.K. & Co.	London, U.K.
NationsLink Funding Corporation	Charlotte, NC
Nauplia FSC, Inc.	Charlotte Amalie, St. Thomas, U.S. V.I.
NB Capital Trust I	Charlotte, NC
NB Capital Trust II	Charlotte, NC
NB Capital Trust III	Charlotte, NC
NB Capital Trust IV	Charlotte, NC
NB Finance Lease, Inc.	Tucker, GA
NB Financial Trading (Ireland) Limited	Dublin, Ireland
NB Holdings Corporation	Charlotte, NC
NB Insurance Services, Inc.	Tucker, GA
NB International Finance B.V.	Amsterdam, The Netherlands

NB Partner Corp.	Charlotte, NC
NBCDC Osborne, Inc.	Tampa, FL
NBRE Realty LLC	Dallas, TX
NCNB Corporate Services, Inc.	Charlotte, NC
NCNB Lease Atlantic, Inc.	Wilmington, Delaware
NCNB Lease Finance	Wilmington, Delaware
NCNB Lease Finance II	Wilmington, Delaware
NCNB Lease Finance III	Wilmington, Delaware
NCNB Lease Finance IV	Wilmington, Delaware
NCNB Lease Finance V	Wilmington, Delaware
NCNB Lease International, Inc.	Wilmington, Delaware
NCNB Lease Offshore, Inc.	Wilmington, Delaware
NCNB Properties, Inc.	Charlotte, NC
Neighborhood Rental Limited Partnership II	Baltimore, MD
Nevin Rd Associates LLC	Raleigh, NC
New Haven Limited Partnership	Dallas, TX
Newington Limited Partnership, The	Baltimore, MD
NIMAC Finance Corp.	Alpharetta, GA
NMS Capital, L.P.	New York, NY
NMS Services (Cayman) Inc.	George Town Grand Cayman, Cayman Is.
NMS Services, Inc.	New York, NY
Nubia Redevelopment Partnership	Dallas, TX
O	
OA Management, Inc.	Tampa, Fl
Oak Park at Nations Ford LLC	Charlotte, NC
Oakland Trace Redevelopment, L.C.	Jacksonville, FL
Odessa Park, Inc.	Dallas, TX
Old Sterling Street REIT	Dallas, TX

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Olefinas Del Zulia, S.A.	Caracas, Chacao, Venezuela
Orchards Subdivision, LLC, The	Atlanta, GA
Osborne Landing, L.P.	Tampa, Fl
Oshkosh/McNeilus Financial Services Partnership	Dodge Center, MN
Outerbanks Finance Ltd.	Hamilton, Bermuda
Overseas Lending Corporation	San Francisco, CA
Oxford Management Services Corp.	Melville, NY
P	
Pacific Southwest Realty Company	San Francisco, CA
Padovano Investments	George Town, Grand Cayman, Cayman Is.
Pan American Mortgage Corp.	Miami, FL
Paradise Funding, Ltd.	George Town, Grand Cayman, Cayman Is.
Park at Hillside, LLC, The	Nashville, TN
Park at Lakewood L.L.C. dba Campbellton Glen Apartments LLC,	Charlotte, NC
Pasir Mas Ltd.	Charlotte Amalie, St. Thomas, U.S. V.I.
Patras FSC, Inc.	Charlotte Amalie, St. Thomas, U.S. V.I.
Patras, Inc.	San Francisco, CA
PDE, Inc.	George Town, Grand Cayman, Cayman Is.
PDK Hangar, L.L.C.	Charlotte, NC
Peak Finance Partners I, LP	Reno, NV
Peak Finance Partners II, LP	Reno, NV
Perissa LLC	San Francisco, CA
Phaestos FSC, Inc.	Charlotte Amalie, St. Thomas, U.S. V.I.
Piccadilly, Inc.	Dallas, TX
Piedmont Finance Ltd.	Hamilton, Bermuda

Pine Hill Investments, Inc.	Dallas, TX
Pine Oaks/Mesquite, Inc.	Dallas, TX
Pinehurst Trading, Inc.	Charlotte, NC
PJM Office Building, LLC	Baltimore, MD
PJM Retail Center, LLC	Baltimore, MD
Plano Partners	Dallas, TX
PNB Securities Corporation	Los Angeles, CA
Poplar Partners	Dallas, TX
Poros FSC I, Inc.	Charlotte Amalie, St. Thomas, U.S. V.I.
Poros FSC II, Inc.	Charlotte Amalie, St. Thomas, U.S. V.I.
Poros FSC III, Inc.	Charlotte Amalie, St. Thomas, U.S. V.I.
Poros FSC IV, Inc.	Charlotte Amalie, St. Thomas, U.S. V.I.
Poros FSC IX, Inc.	Charlotte Amalie, St. Thomas, U.S. V.I.
Poros FSC V, Inc.	Charlotte Amalie, St. Thomas, U.S. V.I.
Poros FSC VI, Inc.	Charlotte Amalie, St. Thomas, U.S. V.I.
Poros FSC VII, Inc.	Charlotte Amalie, St. Thomas, U.S. V.I.
Poros FSC VIII, Inc.	Charlotte Amalie, St. Thomas, U.S. V.I.
Poros FSC X, Inc.	Charlotte Amalie, St. Thomas, U.S. V.I.
Poros FSC XI, Inc.	Charlotte Amalie, St. Thomas, U.S. V.I.

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Poros FSC XII, Inc.	Charlotte Amalie, St. Thomas, U.S. V.I.
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Poros VII, Inc.	San Francisco, CA
Pratt Management Company	Baltimore, MD
Price Auto Outlet of California, Inc.	Melville, NY
Private Export Funding Corporation	New York, NY
Pydna Corporation	San Francisco, CA

Pylos FSC, Inc.	Charlotte Amalie, St. Thomas, U.S. V.I.
Pylos, Inc.	San Francisco, CA
Pyrgos FSC, Inc.	Charlotte Amalie, St. Thomas, U.S. V.I.
Pyrgos, Inc.	San Francisco, CA
Python Partners	Dallas, TX
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Quality A Corp.	Baltimore, MD
Quatro I, Inc.	Tulsa, OK
Queen City Partnership	Dallas, TX
R	
Raffles Leasing Ltd.	Charlotte Amalie, St. Thomas, U.S. V.I.
Rainer Mortgage Company	Seattle, WA
Rainier Credit Company	Seattle, WA
Regent Street II, Inc.	Dallas, TX
Related Insured Tax Credit Partners III, L.P.	New York, NY
Renfrew Services Limited	Hong Kong, PRC
Reprise, Inc.	Baltimore, MD
Republic Dallas Ltd. (U.K.)	London, U.K.
RepublicBank Insurance Agency, Inc.	Dallas, TX
Revitalizing Atlanta, Inc.	Atlanta, GA
Reynoldstown Rising, LLC	Atlanta, GA
Ritchie Court M Corporation	Baltimore, MD
Rive Gauche A Corp.	Baltimore, MD
River City Capital Management, Inc.	St. Louis, MO
Roanoke Community Development Corporation	Roanoke, VA
Rockwell Resources, Inc.	Charlotte, NC
Rosedale Terrace Limited Partnership	Baltimore, MD

Royal Oaks, L.L.C.	Jacksonville, FL
Ruby Aircraft Leasing and Trading Limited	London, U.K.
S	
Safari (QSPE) Limited	George Town, Grand Cayman, Cayman Is.
Sagebrush Holdings, Inc.	Las Vegas, NV
Samedan Leasing Ltd.	Charlotte Amalie, St. Thomas, U.S. V.I.
San Antonio Business Development Fund, Inc.	San Antonio, TX
Sandhills Finance Ltd.	Hamilton, Bermuda

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Santa Isabela Limitada	Sao Paulo, Brazil
Sardonyx Shipping Pte Ltd	Singapore, Singapore
Savannah at Washington Park, LLC	Fayetteville, GA
Savannah Community Development Corporation dba Savannah Regional Small Business Capital Fund	Savannah, GA
Savannah International Sales, Inc.	Charlotte Amalie, Saint Thomas, U.S. V.I.
Sawgrass Trading LLC	Charlotte, NC
SBMB Corporation	Wilton, CT
SCI Holdings Corporation	Baltimore, MD
SCIC LMN Springfield, LLC	Baltimore, MD
SCIC Riverwalk, LLC	Baltimore, MD
SCRC Carrolltowne, Inc.	Baltimore, MD
SCRC Process Service Corp.	Baltimore, MD
Sea Ray Credit Corporation	Alpharetta, GA
Seabrook Operations, Inc.	Atlanta, GA
Seafirst America Corporation	Seattle, WA
Seafirst Insurance Corporation	Bellevue, WA

Seafirst Leasing Company	Seattle, WA
Seafirst Services Corporation	Seattle, WA
Seaview of Seabrook, Inc.	Atlanta, GA
Second Land Sales, Inc.	Atlanta, GA
Securilease BV	Amsterdam, The Netherlands
Securitization Funding Corporation	Dallas, TX
Security Pacific Acceptance Corp. II	San Diego, CA
Security Pacific Australian Assets Limited	Sydney, New South Wales, Australia
Security Pacific Capital Leasing Corporation	San Francisco, CA
Security Pacific Equipment Finance (Europe) Inc.	San Francisco, CA
Security Pacific EuroFinance Holdings, Inc.	San Francisco, CA
Security Pacific EuroFinance, Inc.	San Francisco, CA
Security Pacific Financing Services Limited	London, U.K.
Security Pacific Hong Kong Holdings Limited	Hong Kong, PRC
Security Pacific Housing Services, Inc.	San Diego, CA
Security Pacific International Leasfinance, Inc.	San Francisco, CA
Security Pacific Lease Finance (Europe) Inc.	San Francisco, CA
Security Pacific Leasing Corporation	San Francisco, CA
Security Pacific Overseas Investment Corporation	San Francisco, CA
Security-First COM-I Corporation	San Francisco, CA
Security-First Company	San Francisco, CA
Sequoia Lane GP	Dallas, TX
Service-Wright Corporation	Washington, DC
Seventh Street Holdings Corporation	Charlotte, NC
Seventh Street Real Estate Investment Trust	Charlotte, NC
Shamrock Leasing Limited	London, U.K.
Shanghai Enterprise Ltd.	Hong Kong, PRC
Shannon Company, A California Limited Partnerhsip, The	Modesto, CA
Sherwood Terrace Apartments, Inc.	Atlanta, GA

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18

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Sidewinder Funding II, Inc.	Dallas, TX
Sidewinder Funding, Inc.	Dallas, TX
Sierra Nevada Realty GP	Dallas, TX
Siesta Holdings, Inc.	Las Vegas, NV
Signio, Inc.	Redwood Shores, CA
Silver Management Company	Las Vegas, NV
Silver Management Holding Company	Las Vegas, NV
Skyros, Ltd.	Hamilton, Bermuda
Societe Anonyme Immobiliere du 28 Place Vendome	Paris, France
Societe Nouvelle Les Dolomites Francaises, SARL	Gresse en Vercors, France
SOP M Corp.	Baltimore, MD
Sounion FSC, Inc.	Charlotte Amalie, St. Thomas, U.S. V.I.
South Charles Investment Corporation	Baltimore, MD
South Charles Realty Corp	Baltimore, MD
Southern California Business Development Corporation	Los Angeles, CA
Southern Dallas Development Fund, Inc.	Dallas, TX
Sovran Capital Management Corporation	Richmond, VA
SPAA Leasing Corporation	San Francisco, CA
Spitfire Capital Partners LP	San Francisco, CA
Spotted Horse Holdings, Inc.	Cheyenne, WY
Springfield Finance and Development Corporation	Springfield, MO
Spruce Management LLC	Dallas, TX
SRF Trading, Inc.	Miami, FL
SRV-Highland, Inc.	Miami, FL
St. Johns Place, L.C.	Jacksonville, FL

St. Louis Investment Properties, Inc.	Tampa, FL
St. Wenceslaus Limited Partnership	Baltimore, MD
Stanton Road LLC	Washington, DC
Star Systems, Inc.	Maitland, FL
Statewide Administrative Services, Inc.	Tucker, GA
Steppington/Dallas, Inc.	Dallas, TX
Storey Asset Management Company	Reno, NV
Storey Asset Management Company II	Reno, NV
Storey Asset Management Company III	Reno, NV
Storey Asset Management Company IV	Reno, NV
Suburban Service Corporation	Charlotte, NC
SunAmerica Affordable Housing Parners XL, a Nevada Limited Partnership	Los Angeles, CA
SunAmerica Affordable Housing Partners XXXII, a Nevada Limited Partnership	Los Angeles, CA
SunAmerica Affordable Housing Partners XXXIII, a Nevada Limited Partnership	Los Angeles, CA
Suncoast Advertising Company, Inc.	Jacksonville, FL
Sunset Hill Corporation	Baltimore, MD
SunStar Acceptance Corporation	Atlanta, GA
SunStar Acceptance Corporation (Hawaii)	Atlanta, GA
Swallowtail Limited	St. Helier, Jersey, Channel Islands
Sweet River Investments, Ltd.	George Town, Grand Camyan, Cayman Is.

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Sweitzer M Corp.	Baltimore, MD
Sycamore Funding II, Inc.	Dallas, TX
Sycamore Funding, Inc.	Dallas, TX
Sykesville M Corp.	Baltimore, MD

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Tabono Joint Venture	Dallas, TX
Tabono Partnership II, Ltd.	Dallas, TX
Tanah Merah Leasing Ltd.	Charlotte Amalie, St. Thomas, U.S.V.I.
Tennessee Nationalease Corporation	Charlotte, NC
Terry Street Redevelopment Limited Liability Company	Atlanta, GA
Thasos FSC, Inc.	Bridgetown, Barbados
Third Coast Community Development Corporation	Houston, TX
Third Ward Committee, LLC	Charlotte, NC
Third Ward Neighborhood Development Association	Charlotte, NC
Three Commercial Place Associates	Norfolk, VA
Tidewater Partners Limited Partnership	Virginia Beach, VA
TIM, Inc.	Charlotte, NC
Tiryns FSC, Inc.	Charlotte Amalie, St. Thomas, U.S.V.I.
Titulos Rioplatenses S.A.	Montevideo, Uruguay
TJN Corporation	Wilton, CT
T-Oaks Apartments, Inc.	Atlanta, GA
Tower Commercial Realty, Inc.	St. Louis, MO
Tower Holdings, L.P.	St. Louis, MO
Townsite Plaza Development, Inc.	St. Louis, MO
TradeStreet Investment Associates, Inc.	Charlotte, NC
TransAlliance LP	Bellevue, WA
Transit Holding, Inc.	San Francisco, CA
Transit Leasing Corporation	San Francisco, CA
Transpacific Finance Limited Partnership	Wilmington, Delaware
Transpacific Funding (1993), Inc.	Wilmington, Delaware
Transtex Management Company	Houston, TX
Trinity Management Pte Ltd	George Town, Grand Cayman, Cayman Is.
Tri-Star Communications, Inc.	San Francisco, CA

Tri-Tech, L.P.	Baltimore, MD
Trotwood Property Holdings, Inc.	Irving, TX
Troy Street Limited Liability Company	Alexandria, VA
Trunoms, Limited	Nassau, Bahamas
Tryon Assurance Company, Ltd.	Hamilton, Bermuda
Tryon Investments II, LLC	San Francisco, CA
Tryon Investments, LLC	Charlotte, NC
Tyler Development Fund Inc.	Tyler, TX
Tyler International Sales, Inc.	Charlotte Amalie, Saint Thomas, U.S. V.I.
Tyler Trading, Inc.	Dallas, TX

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U. N. Service Corp.	Little Rock, AR
Ulysses Beta, Inc.	San Francisco, CA
Ulysses Leasing Limited	St. Helier, Jersey, Channel Islands
Ulysses Queensland Corporation	San Francisco, CA
Union Modern Mortgage Corporation, The	Little Rock, AR
Union Realty and Securities Company	St. Louis, MO
United States Airlease Holding, Inc.	San Francisco, CA
UniTrusco Corporation	Jacksonville, FL
University Fletcher Woods, Inc.	Tampa, FL
University Fletcher Woods, Ltd.	Tampa, FL
University Lofts Associates, L.P.	St. Louis, MO
University Lofts Development, L.L.C.	St. Louis, MO
University Park Shopping Center, LLC	Charlotte, NC

USA Auto Mall of Florida, Inc.	Melville, NY
USA Auto Mall of New Jersey, Inc.	Melville, NY
USA Auto Mall of New York, Inc.	Melville, NY
USA Auto Mall, Inc.	Melville, NY
Uwharrie Finance Ltd.	Hamilton, Bermuda
V	
Vasco da Gama Licenciamentos S.A.	Rio de Janeiro, Brazil
Venco, B.V.	George Town, Grand Cayman, Cayman Is.
Vernon M Corp.	Baltimore, MD
Vernon Park, Inc.	Dallas, TX
Verrington Limited	George Town, Grand Cayman, Cayman Is.
Villages of La Costa Southwest, L.L.C.	San Diego, CA
Viper LLC	Dallas, TX
Vision Achievement Limited	Hong Kong, PRC
W	
WAC One, Inc.	Baltimore, MD
Wallace Terrace Apartments, L.P.	Charlotte, NC
Wanda Finance Ltd.	Hamilton, Bermuda
Washington View (H) Corporation	Baltimore, MD
Washington View (NH) Corporation	Baltimore, MD
Washoe Asset Management Company	Reno, NV
WCH Limited Partnership	Dallas, TX
Wellington Land Company, Inc.	Baltimore, MD
Wellington Park/Lewisville, Inc.	Dallas, TX
Wellston Homes General Partner, L.L.C.	Clayton, MO
Wellston Homes, L.P.	St. Louis, MO
Wendover Lane II, Inc.	Dallas, TX

Wendover Lane, Inc.	Dallas, TX
West Trade, LLC	Charlotte, NC

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21

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Westview Terrace Apartments, L.L.C.	Miami, FL
White Sands Leasing Corporation	San Francisco, CA
Wickliffe A Corp.	Baltimore, MD
William Mann Jr. Community Development Corporation	Fort Worth, TX
Windmill Leasing Ltd.	Charlotte Amalie, St. Thomas, U.S. V.I.
Windmill Sands Leasing Corporation	San Francisco, CA
Wingtip Finance Ltd.	Hamilton, Bermuda
Winnebago Acceptance Corporation	Alpharetta, GA
Wolnoms, Limited	Nassau, Bahamas
Woods at Addison LLC	Capitol Heights, MD
Worthen Community Development Corporation	Little Rock, AR
Worthen Development Corporation, Inc.	Maumelle, AR
Worthen Mortgage Company	Buffalo, NY
Wrightbrothers Ltd.	Hamilton, Bermuda
Y	
Yellow Rose Investments Company	Dallas, TX
Z	
Zentac Productions, Inc.	San Francisco, CA
Zeus 1999 FSC, Ltd.	Hamilton, Bermuda
Zeus 1999, Inc.	San Francisco, CA
200 Madison Avenue Realty Corporation	Charlotte, NC
200 Service Corp.	Miami, FL

555 California Street Partners	San Francisco, CA
724 Solutions, Inc.	Toronto, Ontario, Canada
693327 Ontario Limited	Toronto, Ontario, Canada
IV CB&T Tulsa Holdings, Inc.	Tulsa, OK

</TABLE>

Exhibit 23

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in the Prospectuses constituting part of the Registration Statements on Form S-3 (Nos. 333-83503; 333-07229; 333-15375; 333-18273; 333-43137; 333-13811; 333-51367; 33-54784; 33-49881; 33-57533; 33-63097 and 33-45498); the Registration Statements on Form S-8 (Nos. 33-45279; 33-60695; 333-02875; 333-07105; 333-20913; 333-24331; 333-58657; 333-65209; 333-69849 and 2-80406); and the Post-Effective Amendments on Form S-8 to Registration Statements on Form S-4 (Nos. 33-43125; 33-55145; 33-63351; 33-62069; 33-62208; 333-16189; 333-60553; and 333-40515) of Bank of America Corporation of our report dated January 13, 2000 appearing on page 53 of this Form 10-K.

/s/ PRICEWATERHOUSECOOPERS LLP

- ------------------------------

PRICEWATERHOUSECOOPERS LLP
Charlotte, North Carolina
March 20, 2000

Exhibit 24(b)

CERTIFICATE OF SECRETARY

I, ALLISON L. GILLIAM, Assistant Secretary of Bank of America Corporation, a corporation duly organized and existing under the laws of the State of Delaware, do hereby certify that the attached is a true and correct copy of resolutions duly adopted by a majority of the entire Board of Directors of the corporation at a meeting of the Board of Directors held on January 26, 2000, at which meeting a quorum was present and acted throughout and that the resolutions are in full force and effect and have not been amended or rescinded as of the date hereof.

IN WITNESS WHEREOF, I have hereupon set my hand and affixed the seal of the corporation this 29th day of February, 2000.

(CORPORATE SEAL)

/s/Allison L. Gilliam

Assistant Secretary

BANK OF AMERICA CORPORATION

Resolutions of the Board of Directors
JANUARY 26, 2000

ANNUAL REPORT ON FORM 10-K

WHEREAS, officers of Bank of America Corporation (the "Corporation") have made presentations to the Board of Directors regarding the Corporation's financial results for the year ended December 31, 1999; and

WHEREAS, the Board has had adequate opportunity to review and comment on such results;

NOW, THEREFORE, BE IT:

RESOLVED, that the proper officers of the Corporation be, and they hereby are, authorized and empowered on behalf of the Corporation to prepare, execute, deliver and file the Corporation's Annual Report on Form 10-K"), based upon the information presented to and considered at this meeting, in such form and with such content and attachment of exhibits as the signing officers shall approve, their approval to be conclusively evidenced by their signature thereof; and be it

FURTHER RESOLVED, that the proper officers of the Corporation be, and they hereby are, authorized and empowered on behalf of the Corporation to execute the Form 10-K and file it with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended, and with such other governmental agencies or instrumentalities as such officers deem necessary or desirable, and to prepare, execute, deliver and file any amendment or amendments to the Form 10-K, as they may deem necessary or appropriate; and be it

FURTHER RESOLVED, that Charles M. Berger, James W. Kiser and Paul J. Polking be, and each of them with full power to act without the other hereby is, authorized and empowered to prepare, execute, deliver and file the Form 10-K and any amendment or amendments thereto on behalf of and as attorneys for the Corporation and on behalf of and as attorneys for any of the following: the principal executive officer, the principal financial officer the principal accounting officer, and any other officer of the Corporation; and be it

FURTHER RESOLVED, that, for the purposes of these resolutions, the "proper officers" of the Corporation are the members of the Policy Committee, the Secretary, any Executive Vice President, and any Senior Vice President, and that each of these officers is authorized, empowered and directed, in the name and on behalf of the Corporation to execute and deliver or cause to be executed and delivered any and all agreements, amendments, certificates, applications, notices, letters, or other documents and to do or cause to be done any and all such other acts and things as, in the opinion of any such officer, may be necessary, appropriate of desirable in order to enable the Corporation fully and promptly to carry out the intent of the foregoing resolutions, and any such action taken by such officers shall be conclusive evidence of their authority.

Exhibit 24(b)

CERTIFICATE OF SECRETARY

I, ALLISON L. GILLIAM, Assistant Secretary of Bank of America Corporation, a corporation duly organized and existing under the laws of the State of Delaware, do hereby certify that the attached is a true and correct copy of resolutions duly adopted by a majority of the entire Board of Directors of the corporation at a meeting of the Board of Directors held on January 26, 2000, at which meeting a quorum was present and acted throughout and that the resolutions are in full force and effect and have not been amended or rescinded as of the date hereof.

IN WITNESS WHEREOF, I have hereupon set my hand and affixed the seal of the corporation this 29th day of February, 2000.

(CORPORATE SEAL)

/s/Allison L. Gilliam

Assistant Secretary

BANK OF AMERICA CORPORATION

Resolutions of the Board of Directors
JANUARY 26, 2000

ANNUAL REPORT ON FORM 10-K

WHEREAS, officers of Bank of America Corporation (the "Corporation") have made presentations to the Board of Directors regarding the Corporation's financial results for the year ended December 31, 1999; and

WHEREAS, the Board has had adequate opportunity to review and comment on such results;

NOW, THEREFORE, BE IT:

RESOLVED, that the proper officers of the Corporation be, and they hereby are, authorized and empowered on behalf of the Corporation to prepare, execute, deliver and file the Corporation's Annual Report on Form 10-K"), based upon the information presented to and considered at this meeting, in such form and with such content and attachment of exhibits as the signing officers shall approve, their approval to be conclusively evidenced by their signature thereof; and be it

FURTHER RESOLVED, that the proper officers of the Corporation be, and they hereby are, authorized and empowered on behalf of the Corporation to execute the Form 10-K and file it with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended, and with such other governmental agencies or instrumentalities as such officers deem necessary or desirable, and to prepare, execute, deliver and file any amendment or amendments to the Form 10-K, as they may deem necessary or appropriate; and be it

FURTHER RESOLVED, that Charles M. Berger, James W. Kiser and Paul J. Polking be, and each of them with full power to act without the other hereby is, authorized and empowered to prepare, execute, deliver and file the Form 10-K and any amendment or amendments thereto on behalf of and as attorneys for the Corporation and on behalf of and as attorneys for any of the following: the principal executive officer, the principal financial officer the principal accounting officer, and any other officer of the Corporation; and be it

FURTHER RESOLVED, that, for the purposes of these resolutions, the "proper officers" of the Corporation are the members of the Policy Committee, the Secretary, any Executive Vice President, and any Senior Vice President, and that each of these officers is authorized, empowered and directed, in the name and on behalf of the Corporation to execute and deliver or cause to be executed and delivered any and all agreements, amendments, certificates, applications, notices, letters, or other documents and to do or cause to be done any and all such other acts and things as, in the opinion of any such officer, may be necessary, appropriate of desirable in order to enable the Corporation fully and promptly to carry out the intent of the foregoing resolutions, and any such action taken by such officers shall be conclusive evidence of their authority.

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The schedule contains summary information extracted from the December 31, 1999
Form 10-K for Bank of America Corporation and is qualified in its entirety by
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<EPS-DILUTED>                                       4.48
<YIELD-ACTUAL>                                      3.47
<LOANS-NON>                                        3,042
<LOANS-PAST>                                         521
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<RECOVERIES>                                         582
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<ALLOWANCE-DOMESTIC>                               4,437
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<FN>
<F1>MERGER-RELATED CHARGES                           525
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