

JULY 2006 ADDENDUM TO SETTLEMENT AGREEMENTS

This document is to be read in conjunction with the following documents, collectively referred to as the "Prior Agreements":

- (1) The Settlement Agreement entered into on March 14, 2000 ("[Original Bank of America Agreement](#)") by and between the following Parties: Bank of America, N. A. and Bank of America Corporation ("Bank of America") and Don Brown, Nicaise Dogbo, Bernice Kandarian, Jerry Kuns, Roger Petersen and California Council of the Blind ("Original Bank of America Claimants");
- (2) The September 2001 Addendum that was an addendum to the Original Bank of America Agreement and was by and between Bank of America and the Original Bank of America Claimants ("[2001 Bank of America Addendum](#)");
- (3) The Settlement Agreement entered into on February 28, 2001 ("[Original Fleet Agreement](#)") by and between the following Parties: Fleet National Bank (hereinafter "Fleet") and Bay State Council of the Blind, National Federation of the Blind of Massachusetts, Sight Loss Services, Bob Hachey, Cynthia Ice, Brian Langlois, Rhonda Mencey, Phyllis Mitchell, Guy Zuccarello ("Original Fleet Claimants");
- (4) The June 2003 Supplement to Settlement Agreement ("[Fleet Supplement](#)") that was a supplement to the Original Fleet Agreement and was by and between Fleet and the Original Fleet Claimants.

This document ("July 2006 Addendum") is entered into this day of July, 2006 ("2006 Effective Date") by and between the following parties: the Original Bank of America Claimants, the Original Fleet Claimants (hereafter jointly referred to as "Claimants") and Bank of America, N. A. and Bank of America Corporation ("Bank of America") for the purposes and on the terms specified herein and operates in conjunction with the Confidential Addendum to this Addendum.

RECITALS

This Addendum is based upon the following facts:

- A. In 2003 Bank of America acquired Fleet Bank. Section 11 of the Original Fleet Agreement and Section 3 of the Fleet Supplement provide that the Original Fleet Agreement and the Fleet Supplement are binding on assigns and successors of Fleet. Accordingly, the terms of the Original Fleet Agreement and the Fleet Supplement are binding on Bank of America. In addition, the acquisition of Fleet

ATMs was an acquisition involving 25 or more Subsequently Acquired ATMs within the meaning of Section 5.2 of the 2001 Bank of America Addendum.

B.

Pursuant to Section 6 of the 2001 Bank of America Addendum, in May 2005 the Original Bank of America Claimants began negotiating in good faith regarding the schedule for installing Bank of America Talking ATMs at any Bank of America ATM Locations at which a Bank of America Talking ATM was not scheduled to be installed on or before December 31, 2005. By agreement of all parties, and because Bank of America ATM Locations now include ATM locations defined as Fleet ATM Locations in the Original Fleet Agreement, the Original Fleet Claimants participated in those negotiations. This Addendum is the product of those good faith negotiations.

C.

By entering into this Addendum, Bank of America does not admit, and continues specifically to deny, that it has violated or failed to comply with any provisions of the ADA, any applicable laws of any state or locale relating to accessibility for persons with disabilities to public accommodations, any regulations or guidelines promulgated pursuant to those statutes, or any other applicable laws, regulations, or legal requirements. Neither this Addendum, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Bank of America of any such violation or failure to comply with any applicable law. This Addendum and its terms and provisions shall not be offered or received as evidence for any purpose whatsoever against Bank of America or its related entities in any action or proceeding, other than a proceeding to enforce the terms of this Addendum or the Prior Agreements.

D.

As of the July 2006 Effective Date, Bank of America has installed approximately 10,000 Talking ATMs in the United States, and is recognized by the parties as an industry leader in providing accessible services to Persons with Visual Impairments.

NOW, THEREFORE, the Parties hereby agree to the following provisions:

1.

All capitalized terms referenced in this Addendum that are not defined herein shall be defined as set forth in the Original Bank of America Agreement.

2.

In the event of any inconsistency between the Prior Agreements and this Addendum, this Addendum's provisions shall control. All provisions of the 2001 Bank of America Addendum (which in turn incorporated the Original Bank of America Agreement as specified) not specifically amended herein shall remain in full force effect and shall apply to this Addendum, unless specifically set forth herein. All provisions of the Fleet Supplement (which in turn incorporated the

Original Fleet Agreement) not specifically amended herein shall remain in full force effect through and including March 31, 2007 and shall apply to this Addendum, unless specifically set forth herein.

3.

The following sections of the Prior Agreements shall expire as of the 2006 Effective Date:

3.1

Sections 1.2.4 and 5.1.1(a) of the Original Fleet Agreement (regarding the definition of ATM Locations, the Fleet website, and the availability of certain alternative format statements at branch locations).

3.2

Section 1 of the Fleet Supplement (regarding the Talking ATM Roll-out).

3.3

Section 5.2 of the 2001 Bank of America Addendum (regarding certain transactions in which additional ATMs are acquired by Bank of America). In addition, any section of the Prior Agreements that contained obligations with specific deadlines prior to the July 2006 Effective Date shall be superceded by the deadlines set forth below.

4. Further Installation of Bank of America Talking ATMs.

4.1

By no later than June 30, 2009, Bank of America shall install Talking ATMs at its ATM Locations in the United States, pursuant to the following schedule:

ATM Rollout Dates/Location Schedule

ATM Rollout Dates/Location Schedule

Date (No Later Than)	Percentage of Total Bank of America ATM Locations with a Talking ATM
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December 31, 2006	74%
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December 31, 2007	84%
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December 31, 2008	93%
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June 30, 2009	100%
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4.2

As used in Section 4 of this Addendum, the term Total Bank of America ATM Locations includes all Existing and Subsequently Acquired ATM Locations (including all Fleet ATM Locations) that were acquired as of the 2006 Effective Date. The term Total Bank of America ATM Locations also includes all Subsequently Acquired ATM Locations that Bank of America acquires in a single transaction after the 2006 Effective Date involving the acquisition of 24 or fewer

ATM Locations. Subsequently Relinquished ATM Locations are not included in the Total Bank of America ATM Locations referred to in this Section 4.

5. Selection of Talking ATM Locations.

Except as provided in this section, Bank of America shall determine the order in which Talking ATMs required to be installed pursuant to this Addendum shall be installed at Bank of America ATM Locations.

5.1 ATM Locations in Massachusetts.

Bank of America will install at least one Talking ATM at every ATM Location in Massachusetts by no later than December 31, 2006.

5.2 Requests from Persons with Visual Impairments.

Persons with Visual Impairments may request that Bank of America install a Talking ATM at any Location where there is no Talking ATM. Bank of America will use best efforts to install a Talking ATM at each such Location within ninety (90) days of the date of the request.

5.3 Transactions after the 2006 Effective Date Involving Twenty Five (25) or More Subsequently Acquired ATM Locations.

If after the 2006 Effective Date Bank of America acquires 25 or more ATMs from another ATM deployer in one transaction, Bank of America will notify Counsel in writing within thirty (30) days of the transaction and provide a list of the addresses of the Subsequently Acquired ATM Locations. Within sixty (60) days of receipt of this notice, the Parties shall begin negotiations regarding the schedule for installing Bank of America Talking ATMs at these Locations. If the Parties reach agreement on the Subsequently Acquired Locations, such agreement will be memorialized in writing as a further Addendum to the Agreement. If the Parties have not reached agreement within ninety (90) days of beginning negotiations, and if the Parties have not agreed to an extension of this negotiation period, the issue of an appropriate schedule for installing Bank of America Talking ATMs at the Subsequently Acquired ATM Locations at issue will be submitted to binding arbitration pursuant to Section 9 of the Original Bank of America Agreement.

6. On-Line Information Regarding Talking ATMs.

Bank of America will use its best efforts to develop an interactive on-line demonstration of its Talking ATMs that will be available as a link from its home page and from its Accessible Banking page. Bank of America will use its best efforts to design the demonstration so that it will meet the web accessibility standards set forth in Section 4 of the Original Bank of America Agreement.

Bank of America will allow Claimants and their representatives to participate in an on-line demonstration prior to its being made available to the public. The Bank agrees to consider suggestions provided by Claimants that are made in a timely manner and are consistent with this Agreement. Bank of America will provide information to the public concerning the on-line demonstration of its Talking

ATMs in such format and to such organizations as it, in its sole discretion, deems appropriate. The bank will consider in good faith any suggestions from claimants regarding distribution of such information.

Bank of America may determine not to proceed with the demonstration if, in good faith, it determines that the development, testing or implementation of the demonstration has an adverse effect on the performance or security of its systems or operations, or the demonstration does not effectively provide information to persons with visual impairments regarding Talking ATMs. Bank of America will notify Claimants in writing if it determines not to proceed with the demonstration and such notice will include the reasons for its decision.

7. Press Announcement Concerning this Addendum.

The Parties will issue a joint press release as soon as practicable after every Bank of America ATM Location in the United States has at least one Talking ATM.

8. Force Majeure.

The performance of Bank of America under the Agreement and this Addendum shall be excused during the period and to the extent that such performance is rendered impossible, impracticable or unduly burdensome due to acts of God, declared war or acts of terrorism, strikes or lockouts, or unavailability of parts, equipment or material through normal supply sources. If Bank of America seeks to invoke this Section, it shall notify Counsel in writing as soon as reasonably possible, specifying the particular action that could not be performed and the specific reason for the non-performance. Counsel and Bank of America will thereafter meet and confer regarding an alternative schedule for completion of the action that could not be performed, or an alternative action. Any dispute regarding the applicability of this Section, or any future action to be taken, that remains after the meet and confer session will be handled as a dispute pursuant to Section 9 of the Agreement.

9. Term.

Except as otherwise specified herein, the terms of this Addendum, the Original Bank of America Settlement Agreement and the Bank of America Supplement shall remain in effect until December 31, 2009. Except as otherwise specified herein, the terms of the Original Fleet Agreement and the Fleet Supplement shall remain in effect until March 31, 2007.

10. Triplicate Originals/Execution in Counterparts.

This document shall be signed in triplicate and each such copy shall be considered an original. This document may be executed in counterparts.

PARTIES:

- **BANK OF AMERICA**
By: Kirk Lindsey, Senior Vice President
- **LAW OFFICE OF ELAINE B. FEINGOLD**
By: Lainey Feingold
Attorney for Claimants CALIFORNIA COUNCIL OF THE BLIND, DON BROWN, NICAISE DOGBO, BERNICE KANDARIAN, JERRY KUNS and ROGER PETERSON
- **GOLDSTEIN, DEMCHAK, BALLER, BORGEN & DARDARIAN**
By: Linda M. Dardarian
Attorneys for Claimants CALIFORNIA COUNCIL OF THE BLIND, DON BROWN, NICAISE DOGBO, BERNICE KANDARIAN, JERRY KUNS and ROGER PETERSON
- **DISABILITY LAW CENTER**
By: Stan Eichner
Attorney for Claimants BAY STATE COUNCIL OF THE BLIND, NATIONAL FEDERATION OF THE BLIND OF MASSACHUSETTS, SIGHT LOSS SERVICES, BOB HACHEY, RHONDA MENCEY, CYNTHIA ICE, BRIAN LANGLOIS, PHYLLIS MITCHELL, and GUY ZACARELLO