

SEPTEMBER 2001 ADDENDUM TO SETTLEMENT AGREEMENT

This document is the First Addendum to the Settlement Agreement entered into on March 14, 2000 ("the 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 (hereafter "Claimants"). This document is hereafter referred to as the "September 2001 Addendum" or Addendum."

RECITALS

This Addendum is based upon the following facts:

A.

Pursuant to Section 3.3(a) of the Agreement, in March, 2001, the Parties began negotiating in good faith regarding the schedule for installing Bank of America Talking ATMs in states other than California and Florida where there are Bank of America ATM Locations or Subsequently Acquired ATM Locations. This Addendum is the product of those good faith negotiations and as required by Section 3.3(b) of the Agreement.

B.

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 Agreement.

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 Settlement Agreement.

2.

In the event of any inconsistency between the Agreement and this Addendum, this Addendum's provisions shall control. All provisions of the Agreement not

specifically amended herein shall remain in full force effect and shall apply to this Addendum, unless specifically set forth herein.

3. Installation of Bank of America Talking ATMs in 2002.

In addition to the deployment of Talking ATMs in California and Florida required by Sections 3.1 and 3.2 of the Agreement, and subject to the applicable terms of this Addendum and the Agreement, Bank of America shall install Bank of America Talking ATMs at no fewer than one thousand and fifty (1050) Bank of America ATM Locations outside of California and Florida by December 31, 2002.

4. Selection of Talking ATM Locations.

Talking ATMs required to be installed pursuant to Section 3, above shall be installed at Bank of America ATM Locations selected by Bank of America, provided that at least some Bank of America Talking ATMs are installed in each of the following states: Georgia, Missouri, North Carolina and Texas. Bank of America reserves the right to make the selection of the ATM Locations that will receive Bank of America Talking ATMs pursuant to the installation schedule set forth in Section 5, below.

5. Further Installation of Bank of America Talking ATMs.

By December 31, 2005, and subject to the applicable terms of this Addendum and the Agreement, Bank of America shall install Talking ATMs at its ATM Locations in the United States (including those ATM Locations in California and Florida), 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
-----------------------------	---

December 31, 2003	50%
-------------------	-----

December 31, 2004	70%
-------------------	-----

December 31, 2005	85%
-------------------	-----

5.1. Total Bank of America ATM Locations.

As used in Section 5 of this Addendum, the term "Total Bank of America ATM Locations" includes: Existing ATM Locations, as defined in Section 1.8 of the Agreement, Subsequently Acquired ATM Locations, as defined in Section 1.14 of the Agreement, that were acquired between March 15, 2000 and August 31, 2001, and Subsequently Acquired ATM Locations that Bank of America acquires in a single transaction after August 31, 2001 involving the acquisition of 24 or fewer ATM Locations. Subsequently Relinquished ATM Locations, as defined in

Section 3.6 of the Agreement, are not included in the Total Bank of America ATM Locations referred to in Section 5 of this Addendum.

5.2. Transactions After August 31, 2001 Involving Twenty Five (25) or More Subsequently Acquired ATM Locations.

If after August 31, 2001, 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 Agreement.

5.3. Transactions Involving the Sale of More than Fifty (50) Bank of America Talking ATMs.

If Bank of America sells more than 50 Bank of America Talking ATMs in one transaction and believes that the sale requires an adjustment to the schedule set forth in Section 5 of the Addendum, Bank of America shall notify Counsel in writing within thirty (30) days of the transaction regarding the number and address of the Talking ATMs that have been sold and the reason why Bank of America believes the sale requires an adjustment to the schedule set forth in Section 5, herein. Within sixty (60) days of receipt of this notice, the Parties shall begin negotiations regarding any appropriate schedule change warranted by the sale. If the Parties reach agreement on this issue, 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 adjustment required by the sale of the Bank of America Talking ATMs will be submitted to binding arbitration pursuant to Section 9 of the Agreement. This Section 5.3 does not apply if the ATMs at issue are sold to a parent or successor of Bank of America.

6. Further Negotiations in 2004.

On a date between June 1, 2004 and June 30, 2004, to be determined by the Parties, the Parties shall begin negotiating in good faith regarding any Bank of America ATM Locations at which a Bank of America Talking ATM is not scheduled to be installed on or before December 31, 2005. Such negotiations shall continue for a period not to exceed sixty (60) days (ANegotiation Period@). If the Parties reach agreement on the remaining Bank of America ATM Locations, that agreement will be memorialized in writing as a further Addendum to the Agreement. If the Parties have not reached agreement on the issue of installing

Bank of America Talking ATMs at the remaining Bank of America ATM Locations at which a Bank of America Talking ATM is not scheduled to be installed as of December 31, 2005, and if the Parties have not agreed to an extension of the Negotiation Period, this issue shall be submitted to binding arbitration pursuant to Section 9 of the Agreement.

7. Newly Installed Advanced Technology ATMs.

Beginning with the availability of Smart Jack Technology as described in Section 8 below, every Bank of America ATM Location which receives an Advanced Technology ATM installed by Bank of America will receive a minimum of one Bank of America Advanced Technology Talking ATM. As used in this Addendum, an Advanced Technology ATM is an ATM that runs on a Windows-based operating system.

8. Availability of Smart Jack Technology.

Subject to the following provisions, Bank of America shall have the right to delay the Talking ATM installation schedules set forth in Sections 3 and 5 of this Addendum if its principal ATM vendors do not have Smart Jack Technology available by February 28, 2002. Any such delay shall be agreed to by the Parties in good faith and memorialized in writing as a further Addendum to the Agreement.

8.1.

Smart Jack Technology, as used in this Addendum, means hardware which provides headphone "sensing" and the disabling and enabling of the external speakers when the headphone is sensed to be inserted (speakers off) or removed (speakers on) from the audio jack.

8.2.

Once every forty-five (45) days after the effective date of this Addendum, Bank of America will notify Counsel in writing regarding the status of the availability of Smart Jack Technology for inclusion in Bank of America Advanced Technology ATMs.

8.3.

Subject to the provisions of Section 8.4 of this Addendum, any delay authorized by Section 8 herein shall last only as long as the period after February 28, 2002 that the Smart Jack Technology is not available.

8.4.

If the Smart Jack Technology is not available by June 30, 2002, the Parties will begin negotiations by no later than July 15, 2002 to determine an alternative schedule for deploying Bank of America Talking ATMs without the Smart Jack Technology at the Bank of America ATM Locations covered by Sections 3 and 5 of this Addendum. If the Parties reach agreement on this issue, such agreement will be memorialized in writing as a further Addendum to the Agreement. If the Parties have not reached agreement within sixty (60) days of beginning negotiations, and if the Parties have not agreed to an extension of the negotiation

period, this issue will be submitted to binding arbitration pursuant to Section 9 of the Agreement.

9. Demonstration and Testing of a Bank of America Advanced Technology ATM.

Bank of America will provide an opportunity for Claimants and Counsel or their chosen representatives to test a Bank of America Advanced Technology ATM prior to the installation of this technology in a public location. Bank of America shall consider all written comments given by Claimants regarding the demonstration and testing, provided that such comments and suggestions are consistent with this Addendum, the Agreement, and the ADA, and provided further that such comments on behalf of Claimants and their representatives are communicated by Counsel in writing within ten (10) business days after the demonstration or meeting. Within ten (10) business days after receipt of any such comments, Bank of America shall provide Counsel with a specific response in writing regarding Bank of America's position on each such comment.

10. Press Announcement Concerning this Addendum.

The Parties will negotiate a joint press release to be issued as soon as practicable upon execution of this Addendum. If the Parties cannot agree on a joint press release, either party may send their own press release, provided that (i) the content is consistent with this Addendum and the Agreement; and (ii) a copy of the release is provided to all Parties and their counsel at least twenty-four (24) hours before it is sent to the press. Any press conference to announce this Addendum will be a joint press conference and the time and location of the press conference shall be communicated to all Parties and their counsel at least forty-eight (48) hours before notification of the press.

11. Reporting Requirements.

Except as specifically amended in this Section, the reporting and recordkeeping provisions of Section 3.9(a) and 5.7 of the Agreement shall remain in force through the term of the Addendum.

11.1. Monthly Information Regarding Installation of Bank of America Talking ATMs.

Once every thirty (30) days, Bank of America will provide Claimants with a list of each Bank of America Talking ATM Location, including its addresses, installed during the previous thirty (30) days.

11.2. Annual Information Regarding ATM Locations.

In addition to the information required by Section 3.9(a)(2) and (3) of the Agreement, annually, beginning no later than six (6) months after this Addendum is executed, Bank of America will provide Counsel, in writing, with the following information: (1) The total number of Bank of America ATM Locations nationwide; (2) The percent of total Bank of America ATM Locations that contain a Bank of America Talking ATM.

- 11.3. Semi-Annual Information Required by Section 5.7 of the Settlement Agreement.
Section 5.7's requirement that Bank of America record and report to Claimant's Counsel about customer complaints and compliments regarding Bank of America's provision of Auxiliary Aids and Services to shall expire on August 31, 2002.

12. Outreach.

Bank of America will develop and implement an outreach program to help build awareness in the blindness community regarding Bank of America's Talking ATMs and other accessible banking programs, including but not limited to Bank of America's provision of Auxiliary Aids and Services and accessible web site. To facilitate this outreach, Bank of America shall install one (1) Bank of America Talking ATM at 1090 Vermont Avenue, NW, Washington, D.C., by no later than June 30, 2002.

13. Temporary Talking ATMs.

Bank of America will provide up to three (3) temporary Talking ATM placements in 2002 and 2003, subject to its sole determination of suitable event attendance expectations and location availability. Examples of events that have suitable event attendance expectations are the annual convention of the American Council of the Blind and the California State University Northridge (CSUN) annual Technology and Persons with Disabilities Conference. Bank of America will provide notice to Claimants at least sixty (60) days prior to the scheduled appearance of the temporary Talking ATM at any such event.

14. 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.

15. Term.

The terms of this Addendum and the Settlement Agreement shall remain in effect until six (6) months after the completion of the Talking ATM installation required by this Addendum, or any further Addendum to the Settlement Agreement that the Parties may negotiate.

PARTIES:

- **BANK OF AMERICA**
By: William Raymond
- **CALIFORNIA COUNCIL OF THE BLIND**
By: Catherine Skivers
- **DON BROWN**
- **NICAISE DOGBO**
- **BERNICE KANDARIAN**
- **JERRY KUNS**
- **ROGER PETERSEN**