

AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment to Settlement Agreement ("Amendment") is entered into this ___ day of January, 2003 (the "Effective Date") by and between the following Parties: Lisa Carmelle, Rene Cummins, the North Carolina Council of the Blind, Orange County Disability Awareness Council, James Caldwell, Bette Homer, and the National Federation of the Blind of Pennsylvania (hereafter "Claimants"); and Wachovia Corporation and Wachovia Bank, National Association (formerly known as First Union Corporation and First Union National Bank, respectively) and its parents, (collectively "First Union") for the purposes and on the terms specified herein and operates in conjunction with the Parties' Settlement Agreement, effective date October 19, 2001 ("Settlement Agreement"), the Confidential Addendum to the Settlement Agreement ("Confidential Addendum"), effective date October 19, 2001, and with the Second Confidential Addendum, executed in conjunction with this Amendment ("Second Confidentiality Agreement").

RECITALS

This Amendment is based on the facts set forth in the Recitals of the Settlement Agreement which facts are reasserted and incorporated herein as if fully recited. All capitalized terms referenced in this Amendment shall be defined as set forth in the Settlement Agreement. In the event of any inconsistencies between the Settlement Agreement and this Amendment, this Amendment's provisions shall control. All provisions of the Settlement Agreement not specifically amended herein shall remain in full force and effect and shall apply to this Amendment.

The purpose of this Agreement is to state First Union's plans regarding installation of future talking ATMs and enhancements relating to web accessibility and alternative formats for the blind and visually impaired. Such installations and enhancements could not be addressed in the Settlement Agreement due to pending merger timelines and systems integration.

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

2. Talking ATMs.

2.1(d)(2) Additional Talking ATM Commitment for 2002.

Subject to the provisions of Sections 3 and 4 of the Settlement Agreement and barring Undue Burden, on or before December 31, 2002, First Union will install within its business footprint an additional number of Talking ATMs to bring the total number of ATMs converted to Talking ATMs to between 200 and 250.

These talking ATMs will include machines installed at the locations specified in Exhibit A to this Amendment, provided that the sites remain open and provided the ATMs at those sites are as specified in Exhibit A.

2.1(d)(5) Additional Talking ATM Commitment for 2003.

Subject to the provisions of Sections 3 and 4 of the Settlement Agreement and barring Undue Burden, First Union will install within its business footprint on or before December 31, 2003, an additional number of Talking ATMs to bring the total number of ATMs converted to Talking ATMs to between 600 and 650. These Talking ATMs will include machines installed at the locations specified in Exhibit B to this Amendment, provided that the sites remain open and provided the ATMs at those sites are as specified in Exhibit B.

2.A. Web Accessibility.

2.A.1 Barring Undue Burden and subject to the provisions of Section 3 and 4 of the Settlement Agreement, First Union will design and generate each page of its public web site (www.wachovia.com) so that it substantially complies with Priority 1 and Priority 2 of the Web Content Accessibility Guidelines found at www.w3c.org (hereinafter Guidelines) by November 30, 2002, except that First Union's online banking service, referred to as Online banking, will substantially comply with the Guidelines by December 31, 2004.

2.A.2 The parties recognize the certain pages of www.Wachovia.com are provided solely by third party vendors and are not written or under the actual control of First Union (hereafter, "Third Party Content"). As to those pages, subject to the provisions of Sections 3 and 4 of the Settlement Agreement and barring Undue Burden, First Union's obligations under this Settlement Agreement are limited to the following:

2A.2(a) Third Party Content will be tested for compliance with the Guidelines. In cases where Third Party Content does not comply with the Guidelines, First Union will request in writing that the vendor(s) responsible for that Third Party Content make the changes necessary to make that Third Party Content so comply.

2.A.2 (b) First Union will include compliance with the Guidelines as one of its criteria in all requests for proposals and other procurement documents and vendor contracts related to the First Union web site issued on or after the Effective Date. First Union will use reasonable efforts to identify and select vendors whose products or services comply with the Guidelines.

2.B. Auxiliary Aids and Services for Printed Material.

2.B.1 Provision of Auxiliary Aids and Services for Printed Material.

Within one hundred and eighty (180) days of the Effective Date, First Union shall commence implementation of an Auxiliary Aids and Services Policy and Procedure, pursuant to the terms of this section, to memorialize and enhance First Union's present procedures to ensure that First Union's printed materials regarding ATM services, consumer deposit accounts and consumer lending are communicated effectively to Persons with Vision Impairments as set forth below.

2.B.2 Development of Auxiliary Aids and Services Policy and Procedure.

2.B.2(a) Within ninety (90) days of the Effective Date, First Union will provide Claimants with a copy of a draft Auxiliary Aids and Services Policy and Procedure. Within ten (10) business days after receiving the Auxiliary Aids and Services Policy and Procedure, Claimants shall provide written comments and suggestions about them to First Union. First Union shall consider the substance of

all such written comments and suggestions that Claimants give pursuant to this section that are consistent with the ADA and this Agreement.

2.B.2(b) Within one hundred and twenty (120) days of the Effective Date, First Union shall finalize the Auxiliary Aids and Services Policy and Procedure.

2.B.2(c) Within one hundred and eighty (180) days of the Effective Date, First Union shall commence phased implementation of the Auxiliary Aids and Services Policy for Persons with Vision Impairments. Implementation will be completed no later than December 31, 2003.

2.B.3 Elements of the Auxiliary Aids and Services Policy and Procedure. First Union's Auxiliary Aids and Services Policy and Procedure (hereafter "Policy and Procedure") shall be consistent with the ADA and shall include, at a minimum, the following elements:

2.B.3(a) A Statement of First Union's Obligation to Provide Effective Auxiliary Aids and Services of Its Choice. The Policy and Procedure shall state that, in those States in the United States where First Union does business in the areas of ATM services, deposit accounts and consumer lending, First Union will provide Auxiliary Aids and Services for its printed materials in those areas to Persons with Vision Impairments who request Auxiliary Aids and Services in a manner consistent with section 2.B.3(d). The Policy and Procedure shall further provide that if more than one Auxiliary Aid or Service is effective to communicate a particular printed material to a Person with Vision Impairment, First Union may select the effective method of its choice.

2.B.3(b) A Statement of Printed Materials Covered by the Policy and Procedure. The Policy and Procedure shall state that, barring Undue Burden, it applies to printed materials, in the areas of ATM services, deposit accounts and consumer lending that First Union and its subsidiaries make available to consumers in any State in the United States in which First Union does business in the foregoing areas, and shall list specific examples of materials for which First Union will, upon request of customers, provide Auxiliary Aids and Services, including but not limited to monthly account statements, informational materials such as product and service brochures, legal disclosures, loan and account applications, special notices of account activity, notices of changes in account terms or conditions, merger communications, and ATM Guides.

2.B.3(c) A Statement of the Types of Auxiliary Aids and Services Offered. The Policy and Procedure shall list possible types of available Auxiliary Aids and Services, including Braille, large print, audio tapes, agent or operator assisted and self-service 24-Hour Telephone Customer Service, and branch staff assistance. First Union's web site may serve as an Auxiliary Aid and Service at such time as the conversion of that site is accomplished pursuant to section 2.A of this Agreement. To the extent the ADA or related regulations permit a charge for providing such Auxiliary Aids and Services, First Union will have the right to do so.

2.3(d) A Reasonable Method or Methods for Persons with Vision Impairments to Request Auxiliary Aids and Services. The Policy and Procedure shall contain a reasonable method or methods by which Persons with Vision Impairments may request Auxiliary Aids and Services. At a minimum, the Policy and Procedure

shall allow Persons with Vision Impairments to request Auxiliary Aids and Services over the telephone.

2.B.4 Fee Waivers. Within ninety (90) days of the Effective Date, provided that the customer informs First Union of his or her visual impairment and need for Auxiliary Aids and Services, First Union will waive fees associated with the use of its 24-Hour Customer Service Telephone, live teller assistance and On-Line Banking for Persons with Vision Impairments. The fees that will be waived are: telephone transfer fees; teller service fees; VRU fees; Customer Service Branch Inquiry fees; and person to person telephone fees.

2.B.5 Raised Line Checks. First Union will charge its visually impaired customers the same fee for raised-line checks on demand deposit accounts that it charges its non-visually impaired customers for the least expensive checks First Union offers in the relevant market. The price will differ based on the type of checks the individual is purchasing (i.e., single or duplicate checks), just as they differ for all non-visually impaired individuals.

2.B.6 Limitation on Remedies. A breach of section 2.B shall occur only where Claimants can establish that First Union has engaged in a pattern or practice of non-compliance with section 2.B. The Parties agree that the fact that a Person with Vision Impairment is dissatisfied with a particular Auxiliary Aid or Service offered by First Union shall not constitute a breach of this Agreement unless such dissatisfaction is caused by a pattern or practice of non-compliance with this Agreement. No breach of contract claims related to First Union's provision of Auxiliary Aids and Services under this Agreement may be maintained by persons who are not parties to this Agreement.

6. Procedures in the Event of Disputes or Requests for Modification.

Sub-section 6.3 is hereby deleted from the Settlement Agreement.

8. Publicizing Information Customers Regarding Talking ATMs.

Sub-section 8.2 is hereby deleted from the Settlement Agreement.

Sub-section 8.3 is amended to read:

8.3 Nondisclosure Of Agreement and Negotiations:

Neither Party in any press release or statement made at a press conference may make assertions of violation of Title III of the ADA or similar statute or negotiations of this Amendment or the Settlement Agreement. Claimants agree they will not make any representations of First Union's will or intention without First Union's written consent.

13. Integrated Agreement.

The Settlement Agreement, this Amendment to Settlement Agreement, the Confidential Addendum to Settlement Agreement and the Second Confidential Addendum to Settlement Agreement constitute the entire agreement between the Parties relating to the subject matters addressed therein.

PARTIES:

- By: First Union Corporation

By: Lisa Carmelle, Rene Cummins, James Caldwell, Bette Homer

- **NORTH CAROLINA COUNCIL OF THE BLIND**
- **ORANGE COUNTY DISABILITY AWARENESS COUNCIL**
- **NATIONAL FEDERATION OF THE BLIND OF PENNSYLVANIA**

APPROVED AS TO FORM:

- **GOLDSTEIN, DEMCHAK, BALLER, BORGAN & DARDARIAN**

By: Linda M. Dardarian, Esq.

- **LAW OFFICE OF ELAINE B. FEINGOLD**

By: Elaine B. Feingold, Esq.

- **DISABILITIES LAW PROJECT**

By: Robert Meek, Esq., Attorneys for Claimants

- **KILPATRICK STOCKTON LLP**

By: Marylin E. Culp, Esq., Attorneys for First Union