Fee and Rate Information

<table>
<thead>
<tr>
<th>Fee Information</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Percentage Rate (APR) for Purchases</td>
<td>0.0% fixed introductory rate until November 1, 2005*; thereafter, variable APR, currently 12.99%.</td>
</tr>
<tr>
<td>Other APRs**</td>
<td>Balance Transfers: 0.0% fixed introductory rate until November 1, 2005*; thereafter, variable APR, currently 12.99%.</td>
</tr>
<tr>
<td></td>
<td>Cash Advances: Your variable APR is 20.99%.</td>
</tr>
<tr>
<td></td>
<td>Penalty APR: Your variable APR is up to 28.99%***</td>
</tr>
<tr>
<td>Variable Rate Information**</td>
<td>Your Purchase, Cash Advance and Balance Transfer APRs may vary. They are determined monthly by adding a margin of 7.99% for Purchases and Balance Transfers, and 15.99% for Cash Advances, to the Prime Rate. Your Penalty APR may vary and is determined by adding a margin of up to 23.99% to the Prime Rate.</td>
</tr>
<tr>
<td>Balance Calculation Method for Purchases</td>
<td>Average Daily Balance (including new purchases)</td>
</tr>
<tr>
<td>Annual Fee</td>
<td>None</td>
</tr>
<tr>
<td>Grace Period for Purchases</td>
<td>At least 20 days</td>
</tr>
<tr>
<td>Minimum Finance Charge for Purchases</td>
<td>$1.50 (unless purchase Average Daily Balance is zero)</td>
</tr>
</tbody>
</table>

The information listed above is correct as of 12/01/04 and is subject to change at any time without prior notice. To receive the most recent information please write to Bank of America, P.O. Box 53137, Phoenix, AZ 85027-9191.

*If an introductory rate is applicable to this product and we do not receive at least the Minimum Payment Due during any billing cycle, you exceed your credit limit or you close your account, any introductory rate on Purchases and Balance Transfers will terminate.

**The Prime Rate used in your APR calculations is determined on the last day of each month by taking the highest prime rate published in the Money Rates section of The Wall Street Journal in effect within the prior three months (the “Index Date(s)”). All Prime Rate changes will take effect on the first day of your Billing Cycle that ends in the calendar month following the Index Date. All variable rate disclosures are based on the Prime Rate of 5.0% in effect on December 1, 2004.

***If at any time during any rolling consecutive twelve billing cycle period you fail to make two Minimum Payments on a timely basis or exceed your Credit Limit twice we may elect to increase your Purchase, Cash Advance and/or Balance Transfer APRs to the Penalty APRs. All Penalty APRs will remain in effect until, in a subsequent rolling consecutive six billing cycle period, you do not exceed your Credit Limit at any time and you make all of your required Minimum Payments on a timely basis when, in your next billing cycle, all Penalty APRs will no longer apply.

The Cardholder Security Plan (hereafter, “the Plan”) is a benefit program offered to you by Bank of America, is an optional provision of your Bank of America Cardholder Agreement. Whether or not you purchase the Plan, we will not apply your payment for credit or the terms of any existing credit agreement you may have with Bank of America. Benefits in return for a monthly fee, this plan can credit up to 12 Monthly Benefit Amounts (also referred to as monthly payment) per unrelated event to your credit card account if you become Totally Disabled, Voluntarily Unemployed, or take an unpaid Family Leave of Absence. Accidental Death Protection can credit a lump sum benefit amount equal to the balance on the date of loss or $10,000, whichever is less. The Monthly Benefit Amount (monthly payment) is based on both the account balance on your credit card statement immediately following your date of loss (up to $10,000) and the minimum payment percentage required, subject to a minimum Monthly Benefit Amount (monthly payment). Cost: The monthly program fee is $7.54 per $100 of your monthly outstanding balance for single protection. For information about joint protection for two cardholders at a fee of 99¢ per $100, please refer to your Certificate of Enrollment. (Authorized Users are not eligible for protection.) For your convenience, the fee is automatically billed to your account. During the months when you have no monthly outstanding balance on your statement, there is no charge.

| **Optional Cardholder Security Plan** Terms and Conditions |
|-----------------|--------|
| Eligibility Exclusions: There are eligibility requirements, conditions and exclusions that could prevent you from receiving benefits under the Plan. The Cardholder Security Plan does not cover losses resulting from willful or criminal misconduct. Transactions posted to your account after your date of loss may not be included in benefit activation calculations. Accidental Death and Disability Protection excludes losses that occur prior to the Effective Date and losses resulting from intentionally self-inflicted injuries. To be eligible for Disability, Voluntary Unemployment or unpaid Family Leave of Absence Protection, you must be gainfully employed on a full-time basis (working at least 30 hours per week) on the date of loss. Disability Protection does not cover losses due to normal pregnancy or childbirth or any period of disability that is less than 30 consecutive days. Involuntary Unemployment Protection does not cover losses caused by voluntary unemployment or forfeiture of salary or wages; unemployment less than 30 consecutive days; resignation; retirement; seasonal employment (less than 1,000 hours in a calendar year); disability; or during receipt of severance pay. Unpaid Family Leave of Absence Protection does not cover unpaid leaves of absence less than 30 consecutive days or leaves of absence for which you receive salary or other compensation from your employer. Involuntary Unemployment and unpaid Family Leave of Absence Protection does not cover self-employment or a loss that begins prior to or within 30 days after the Effective Date. Accidental Death Protection does not cover losses resulting from suicide, use of alcohol or drugs, non-commercial aviation, or an act of war, declared or not. Please refer to the Terms and Conditions provided in your Cardholder Agreement Addendum for a full explanation of all conditions and exclusions: “Accidental Death Protection” in section 3.1; “Disability Protection” in section 3.2; “Involuntary Unemployment Protection” in section 3.3; “Family Leave of Absence Protection” in section 3.4. Termination: If at any time during the first 30 days of the date your protection begins you decide to cancel this optional plan, all $754 fees billed to your account will be refunded. You have the right to cancel the Plan at any time by making a written request. The Cardholder Security Plan will automatically terminate in the following circumstances: you no longer have your credit card account with Bank of America; your protected account is closed due to account charge-off; or you owe four or more previous minimum payments due on the protected account. The Plan Administrator is CSW Processing, LLC at P.O. Box 34888, Omaha, NE 68134-0888; 1.888.668.6938 Monday – Friday, 7:00 a.m. – 10:00 p.m. Central Time.  

The Monthly Benefit Amount (monthly payment) may be insufficient to completely cover your minimum monthly payment if you make additional transactions after the date of loss.
Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy

Name Removal Option, P.O. Box 97328, Jackson, MS 39288-7328;

amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to

(4) Arizona law will govern your agreement with us. Disputes, claims or controversies shall upon election by either you or us be resolved by

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you

send you a statement of the amount you owe and the date that it is due.

And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us

write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem and have not succeeded, then you can dispute the questioned amount. To dispute the questioned amount while we are investigating, you must:

(a) describe your dispute, including an explanation of your grounds for disputing the amount, and
(b) send us written notice by mail to any of our billing addresses. Written notice to us must state:

• Describe the error and explain, if you can, why you believe there is an error.

In your letter, give us the following information:

* Your name and account number.

* The dollar amount of the suspected error.

* The date you believe the error occurred.

* A copy of any document showing the error if possible.

* A statement indicating you are asserting your dispute rights.

In your letter, give us the following information:

* Your name and account number.

* The dollar amount of the suspected error.

* The date you believe the error occurred.

* A copy of any document showing the error if possible.

* A statement indicating you are asserting your dispute rights.

Notice to New York State Residents:

Pursuant to requirements of law, including the USA PATRIOT Act, Bank of America is obtaining information and will take necessary actions

Authorizations, Terms and Conditions

By applying for a credit card with Bank of America, N.A. (USA) ("We", "Us," or "Our"), you agree to the following:

(1) You authorize us to obtain credit reports in connection with (a) your request for and our issuance of an account; (b) the collection, review or renewal of your account; and (c) any change to your credit limit or terms of your account. We may report our credit experience with you
to others.

(2) You receive a Cardholder Agreement with your card(s). The Cardholder Agreement becomes effective and you agree to its terms by either using your account or by not closing your account within three days of receipt of your Cardholder Agreement. Platinum services are available on your account. The terms of the Cardholder Agreement, including the Annual Percentage Rate (APR) are subject to change at any time.

(3) You certify that you are of legal contracting age and that you have read all of the terms, authorizations and disclosures contained herein. You also certify that the information provided to us is true and complete.

(4) Arizona law will govern your agreement with us. Disputes, claims or controversies shall upon election by either you or us be resolved by

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem and have not succeeded, then you can dispute the questioned amount. To dispute the questioned amount while we are investigating, you must:

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* Your name and account number.

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* The date you believe the error occurred.

* A copy of any document showing the error if possible.

* A statement indicating you are asserting your dispute rights.

Notice to California Residents: Regardless of your marital status, you may apply for credit in your name alone.

Important Questions & Answers on Transferring Balances

Q: Why would I want to transfer my balances? A: You can save on purchases you've already made. Transfer your balances to your Bank of America Visa card account and take advantage of the low interest rate to consolidate your debts into a single monthly payment.

Q: How does the transfer work? A: Simply complete our Balance Transfer form. Please be sure to use the complete account number of the account from which you wish to transfer a balance. Upon approval, Bank of America will write a check to your other creditor in the amount you indicate (based upon your approval). Bank of America will not place a charge on your new Visa account representing that transaction. Finance charges (if and where applicable) will begin on the first day of the billing cycle following the date we post the transfer to your Bank of America account.

Q: For what kinds of accounts can I use this service? A: You can use this service for personal loans, auto loans, home equity loans, other credit card and other similar accounts, in addition to cards including MasterCard, Visa, American Express, Discover and retail cards. You cannot use a balance to pay another balance on the same account or process a request made payable to an individual.*

*Bank of America reserves the right to decline to process any balance transfer for any reason.

Q: If Bank of America pays off the entire balance, will my other accounts be closed? A: We will not close your accounts. If you want to close your accounts, you must contact the other creditors directly.

Q: Is there a fee for this service? A: There is no fee.

Q: Do I need to continue making payments to my other creditors? A: Yes. You must continue making payments to your other creditors until your balance transfer requests are processed and the balances are paid off. Even if you still need to make payments on your other accounts to keep them current until your request is complete.*

Q: What will happen if my balance transfer request(s) exceed the maximum possible payment? A: Bank of America will process your balance transfer requests in the order listed on the Balance Transfer form and will make the maximum possible partial payment. Partial payments will not be made on more than one account.