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**FORM OF CONTRIBUTION AGREEMENT**

dated as of [●], 2023

between

**BANK OF AMERICA AUTO TRUST [●],**  
as Issuer

and

**BANK OF AMERICA AUTO GRANTOR TRUST [●],**  
as Grantor Trust

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## EXHIBITS

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THIS CONTRIBUTION AGREEMENT is made and entered into as of [●], 2023 (as amended, restated, supplemented or otherwise modified and in effect from time to time, this “Agreement”) by BANK OF AMERICA AUTO TRUST [●], a Delaware statutory trust (the “Issuer”), and BANK OF AMERICA AUTO GRANTOR TRUST [●], a Delaware statutory trust (the “Grantor Trust”).

WITNESSETH:

WHEREAS, the Grantor Trust desires to purchase from the Issuer a portfolio of motor vehicle receivables, including motor vehicle retail installment sale contracts and/or installment loans that are secured by new and used automobiles, light-duty trucks, SUVs and vans; and

WHEREAS, the Issuer is willing to transfer, sell and assign such portfolio of motor vehicle receivables and related property to the Grantor Trust on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND USAGE

SECTION 1.1 Definitions. Except as otherwise defined herein or as the context may otherwise require, capitalized terms used but not otherwise defined herein are defined in Appendix A to the Sale Agreement, dated as of the date hereof (as amended, supplemented, or otherwise modified and in effect from time to time, the “Sale Agreement”), between the Issuer and Bank of America Auto Receivables Securitization, LLC, which also contains rules as to usage that are applicable herein.

SECTION 1.2 Other Interpretive Provisions. For purposes of this Agreement, unless the context otherwise requires: (a) accounting terms not otherwise defined in this Agreement, and accounting terms partly defined in this Agreement to the extent not defined, shall have the respective meanings given to them under GAAP (provided, that, to the extent that the definitions in this Agreement and GAAP conflict, the definitions in this Agreement shall control); (b) terms defined in Article 9 of the UCC as in effect in the relevant jurisdiction and not otherwise defined in this Agreement are used as defined in that Article; (c) the words “hereof,” “herein” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement; (d) references to any Article, Section, Schedule, Appendix or Exhibit are references to Articles, Sections, Schedules, Appendices and Exhibits in or to this Agreement and references to any paragraph, subsection, clause or other subdivision within any Section or definition refer to such paragraph, subsection, clause or other subdivision of such Section or definition; (e) the term “including” and all variations thereof means “including without limitation”; (f) except as otherwise expressly provided herein, references to any law or regulation refer to that law or regulation as amended from time to time and include any successor law or regulation; (g) references to any Person include that Person’s successors and assigns; and (h)

headings are for purposes of reference only and shall not otherwise affect the meaning or interpretation of any provision hereof.

## ARTICLE II

### CONVEYANCE

SECTION 2.1 Conveyance of Contributed Assets. In consideration of the Grantor Trust's sale and delivery to, or upon the order of, the Issuer of the Grantor Trust Certificate on the Closing Date, the Issuer does hereby sell, transfer, assign, set over and otherwise convey to the Grantor Trust without recourse (subject to the obligations herein) on the Closing Date all of its right, title, interest, claims and demands, whether now owned or hereafter acquired, in, to and under the Contributed Assets, as evidenced by an assignment substantially in the form of Exhibit A (the "Assignment") delivered on the Closing Date. The sale, transfer, assignment and conveyance made hereunder does not constitute and is not intended to result in an assumption by the Grantor Trust of any obligation of the Bank, the Seller or the Issuer to the Obligors, the Dealers, insurers or any other Person in connection with the Receivables or the other assets and properties conveyed hereunder or any agreement, document or instrument related thereto.

## ARTICLE III

### REPRESENTATIONS AND COVENANTS

SECTION 3.1 Representations of the Issuer. The Issuer makes the following representations as of the Closing Date on which the Grantor Trust will be deemed to have relied in acquiring the Contributed Assets. The representations will survive the conveyance of the Contributed Assets by the Issuer to the Grantor Trust pursuant to this Agreement and the Grant thereof by the Issuer and the Grantor Trust to the Indenture Trustee pursuant to the Indenture.

(a) Existence and Power. The Issuer is a statutory trust validly existing and in good standing under the laws of the State of Delaware and has, in all material respects, all power and authority to carry on its business as it is now conducted. The Issuer has obtained all necessary licenses and approvals in each jurisdiction where the failure to do so would materially and adversely affect the ability of the Issuer to perform its obligations under this Agreement or affect the enforceability or collectability of a material portion of the Receivables or any other part of the Contributed Assets.

(b) Authorization and No Contravention. The execution, delivery and performance by the Issuer of this Agreement (i) have been duly authorized by all necessary action on the part of the Issuer and (ii) do not contravene or constitute a default under (A) any applicable order, law, rule or regulation, (B) its organizational documents or (C) any material agreement, contract, order or other instrument to which it is a party or its property is subject (other than violations of such laws, rules, regulations, documents or agreements which do not affect the legality, validity or enforceability of such agreements or which, individually or in the aggregate, would not materially and adversely affect the transactions contemplated by, or the Issuer's ability to perform its obligations under, this Agreement).

(c) No Consent Required. No approval or authorization by, or filing with, any Governmental Authority is required in connection with the execution, delivery and performance by the Issuer of this Agreement other than (i) UCC filings, (ii) approvals and authorizations that have previously been obtained and filings that have previously been made and (iii) approvals, authorizations or filings which, if not obtained or made, would not have a material adverse effect on the enforceability or collectability of the Receivables or any other part of the Contributed Assets or would not materially and adversely affect the ability of the Issuer to perform its obligations under this Agreement.

(d) Binding Effect. This Agreement constitutes the legal, valid and binding obligation of the Issuer enforceable against the Issuer in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, receivership, conservatorship or other similar laws affecting the enforcement of creditors' rights generally and, if applicable, the rights of creditors of statutory trusts from time to time in effect or by general principles of equity.

(e) No Proceedings. There are no Proceedings pending or, to the knowledge of the Issuer, threatened against the Issuer before or by any Governmental Authority that (i) assert the invalidity or unenforceability of this Agreement or (ii) seek any determination or ruling that would materially and adversely affect the performance by the Issuer of its obligations under this Agreement.

(f) Lien Filings. The Issuer is not aware of any material judgment, ERISA or tax lien filings against the Issuer.

SECTION 3.2 [Reserved]

SECTION 3.3 Protection of Title.

(a) The Issuer shall authorize and file such financing statements and cause to be authorized and filed such continuation and other financing statements, all in such manner and in such places as may be required by law fully to preserve, maintain and protect the interest of the Grantor Trust under this Agreement in the Contributed Assets (to the extent that the interest of the Grantor Trust therein can be perfected by the filing of a financing statement). The Issuer shall deliver (or cause to be delivered) to the Grantor Trust file-stamped copies of, or filing receipts for, any document filed as provided above, as soon as available following such filing.

(b) The Issuer shall notify the Grantor Trust in writing within ten (10) days following the occurrence of (i) any change in the Issuer's organizational structure as a statutory trust, (ii) any change in the Issuer's "location" (within the meaning of Section 9-307 of the UCC of all applicable jurisdictions) and (iii) any change in the Issuer's name, and shall take all action prior to making such change (or shall have made arrangements to take such action substantially simultaneously with such change, if it is not practicable to take such action in advance) reasonably necessary or advisable in the opinion of the Grantor Trust to amend all previously filed financing statements or continuation statements described in paragraph (a) above. The Issuer will at all times maintain its "location" within the United States.

(c) The Issuer shall maintain (or shall cause the Servicer to maintain) its computer systems so that, from time to time after the conveyance under this Agreement of the Receivables, the master computer records (including any backup archives[, it being understood that any such backup archives may not reflect such interest until thirty-five (35) days after the applicable changes are made to such master computer records]) that refer to a Receivable shall indicate clearly the interest of the Grantor Trust (or any subsequent assignee of the Grantor Trust) in such Receivable and that such Receivable is owned by such Person. Indication of such Person's interest in a Receivable shall not be deleted from or modified on such computer systems until, and only until, the related Receivable shall have been paid in full or repurchased.

(d) If at any time the Issuer shall propose to sell, grant a security interest in or otherwise transfer any interest in motor vehicle receivables to any prospective purchaser, lender or other transferee, the Issuer shall give to such prospective purchaser, lender or other transferee computer tapes, records or printouts (including any restored from backup archives) that, if they shall refer in any manner whatsoever to any Receivable, shall indicate clearly that such Receivable has been sold and is owned by the Grantor Trust (or any subsequent assignee of the Grantor Trust).

SECTION 3.4 Other Liens or Interests. Except for the conveyances and grants of security interests pursuant to this Agreement and the other Transaction Documents, the Issuer shall not sell, pledge, assign or transfer the Receivables or other property transferred to the Grantor Trust to any other Person, or grant, create, incur, assume or suffer to exist any Lien (other than Permitted Liens) on any interest therein, and the Issuer shall defend the right, title and interest of the Grantor Trust in, to and under such Receivables or other property transferred to the Grantor Trust against all claims of third parties claiming through or under the Issuer.

SECTION 3.5 Exchange Act Filings. The Grantor Trust hereby authorizes the Seller to prepare, sign, certify and file any and all reports, statements and information respecting the Issuer and/or the Notes required to be filed pursuant to the Exchange Act, and the rules thereunder.

SECTION 3.6 Compliance with the FDIC Rule. The Issuer (i) shall perform the covenants set forth in Article XII of the Indenture applicable to it and (ii) shall facilitate compliance with Article XII of the Indenture by the BANA Parties.

## ARTICLE IV

### MISCELLANEOUS

#### SECTION 4.1 Transfers Intended as Sale; Security Interest.

(a) Each of the parties hereto expressly intends and agrees that the transfers contemplated and effected under this Agreement are complete and absolute sales, transfers and assignments rather than pledges or assignments of only a security interest and shall be given effect as such for all purposes. It is further the intention of the parties hereto that the Receivables and the related Contributed Assets shall not be part of the Issuer's estate in the event of a bankruptcy or insolvency of the Issuer. The sales and transfers by the Issuer of the Receivables and related Contributed Assets hereunder are and shall be without recourse to, and without representation or warranty (express or implied) by, the Issuer, except as otherwise specifically provided herein. The

limited rights of recourse specified herein against the Issuer are intended to provide a remedy for breach of representations relating to the condition of the property sold, rather than to the collectability of the Receivables.

(b) Notwithstanding the foregoing, in the event that the Receivables and other Contributed Assets are held to be property of the Issuer, or if for any reason this Agreement is held or deemed to create indebtedness or a security interest in the Receivables and other Contributed Assets, then it is intended that:

- (i) this Agreement shall be deemed to be a security agreement within the meaning of Articles 8 and 9 of the New York UCC and the UCC of any other applicable jurisdiction;
- (ii) the conveyance provided for in Section 2.1 shall be deemed to be a grant by the Issuer of, and the Issuer hereby grants to the Grantor Trust, a security interest in all of its right (including the power to convey title thereto), title and interest, whether now owned or hereafter acquired, in and to the Receivables and other Contributed Assets, to secure such indebtedness and the performance of the obligations of the Issuer hereunder;
- (iii) the possession by the Grantor Trust or its agent of the Receivable Files and any other property that constitute instruments, money, negotiable documents or chattel paper shall be deemed to be “possession by the secured party” or possession by the Grantor Trust or a Person designated by the Grantor Trust, for purposes of perfecting such security interest pursuant to the New York UCC and the UCC of any other applicable jurisdiction; and
- (iv) notifications to Persons holding such property, and acknowledgments, receipts or confirmations from Persons holding such property, shall be deemed to be notifications to, or acknowledgments, receipts or confirmations from, bailees or agents (as applicable) of the Grantor Trust for the purpose of perfecting such security interest under applicable law.

**SECTION 4.2    Notices, Etc.** All demands, notices and communications hereunder shall be in writing and shall be delivered or mailed by registered or certified first-class United States mail, postage prepaid, hand delivery, prepaid courier service, or by facsimile or e-mail (if an applicable e-mail address is provided on Schedule I to the Sale Agreement), and addressed in each case as specified on Schedule I to the Sale Agreement, or at such other address as shall be designated by any of the specified addressees in a written notice to the other parties hereto. Any notice required or permitted to be mailed to a Noteholder or Certificateholder shall be given by first class mail, postage prepaid, at the address of such Noteholder or Certificateholder as shown in the Note Register or Certificate Register, as applicable. Delivery shall occur only upon receipt or reported tender of such communication by an officer of the recipient entitled to receive such notices located at the address of such recipient for notices hereunder and, with respect to delivery via e-mail, upon confirmation from the recipient that such notice has been received; provided, however, that any notice to a Noteholder or Certificateholder mailed within the time and manner prescribed in this Agreement shall be conclusively presumed to have been duly given, whether or not the Noteholder or Certificateholder shall receive such notice; provided, further, that any demand, notice or communication hereunder to any Rating Agency shall be deemed to be delivered if a copy of such demand, notice or communication has been posted on any website maintained by



the Bank pursuant to a commitment to any Rating Agency relating to the Notes in accordance with 17 C.F.R. 240.17g-5(a)(3).

**SECTION 4.3     Choice of Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL, SUBSTANTIVE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO THE RULES THEREOF RELATING TO CONFLICTS OF LAW, OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.**

**SECTION 4.4     Headings.** The article and section headings hereof have been inserted for convenience only and shall not be construed to affect the meaning, construction or effect of this Agreement.

**SECTION 4.5     Counterparts and Electronic Signature.** This Agreement shall be valid, binding, and enforceable against a party only when executed by an authorized individual on behalf of the party by means of (i) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, in each case to the extent applicable; (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any electronic signature or faxed, scanned, or photocopied manual signature of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Notwithstanding the foregoing, with respect to any notice provided for in this Agreement or any instrument required or permitted to be delivered hereunder, any party hereto receiving or relying upon such notice or instrument shall be entitled to request execution thereof by original manual signature as a condition to the effectiveness thereof.

**SECTION 4.6     Amendment.**

(a) Any term or provision of this Agreement may be amended by the Issuer and the Grantor Trust (each at the direction of the Administrator) without the consent of the Indenture Trustee, the Issuer, any Noteholder, the Grantor Trust Trustee, the Owner Trustee, the Retained Interest Lender or any other Person subject to the satisfaction of one of the following conditions:

(i) the Administrator delivers an Opinion of Counsel or an Officer's Certificate of the Seller to the Indenture Trustee to the effect that such amendment will not materially and adversely affect the interests of the Noteholders; or

(ii) the Rating Agency Condition is satisfied with respect to such amendment and the Administrator notifies the Indenture Trustee in writing that the Rating Agency Condition is satisfied with respect to such amendment.

(b) Any term or provision of this Agreement may also be amended from time to time by the Issuer and the Grantor Trust (each at the direction of the Administrator) for the purpose of conforming the terms of this Agreement to the description thereof in the Offering Memorandum or, to the extent not contrary to the Offering Memorandum, to the description thereof in the Private Placement Memorandum without the consent of the Indenture Trustee, any Noteholder, any Certificateholder, the Grantor Trust Trustee, the Owner Trustee, the Retained Interest Lender or any other Person; provided, however, that the Administrator shall provide written notification of the substance of such amendment to the Indenture Trustee, the Grantor Trust Trustee, and the Owner Trustee and promptly after the execution of any such amendment, the Seller shall furnish a copy of such amendment to the Indenture Trustee, the Issuer, the Grantor Trust, the Grantor Trust Trustee, and the Owner Trustee.

(c) This Agreement may also be amended from time to time by the Issuer and the Grantor Trust (each at the direction of the Administrator), with the consent of the Holders of Notes evidencing not less than a majority of the Note Balance of the Outstanding Notes of the Controlling Class, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement or of modifying in any manner the rights of the Noteholders or the Certificateholders. It will not be necessary for the consent of Noteholders or Certificateholders to approve the particular form of any proposed amendment or consent, but it will be sufficient if such consent approves the substance thereof. The manner of obtaining such consents (and any other consents of Noteholders and Certificateholders provided for in this Agreement) and of evidencing the authorization of the execution thereof by Noteholders and Certificateholders will be subject to such reasonable requirements as the Indenture Trustee and Owner Trustee may prescribe, including the establishment of record dates pursuant to the Depository Agreement.

(d) Prior to the execution of any amendment pursuant to this Section 4.6, the Seller shall provide written notification of the substance of such amendment to each Rating Agency; and promptly after the execution of any such amendment, the Seller shall furnish a copy of such amendment to each Rating Agency, the Issuer, the Owner Trustee and the Indenture Trustee.

(e) Prior to the execution of any amendment pursuant to this Section 4.6, the Owner Trustee and the Grantor Trust Trustee shall be entitled to receive and conclusively rely upon an Opinion of Counsel stating that the execution of such amendment is authorized or permitted by this Agreement and an Officer's Certificate of the Seller or the Administrator that all conditions precedent to the execution and delivery of such amendment have been satisfied; provided, that no amendment pursuant to this Section 4.6 shall be effective which materially and adversely affects the rights, protections or duties of the Indenture Trustee, the Owner Trustee or the Grantor Trust Trustee without the prior written consent of such Person (which consent shall not be unreasonably withheld or delayed).

(f) Notwithstanding subsections (a) and (c) of this Section 4.6, this Agreement may only be amended by the Issuer and the Grantor Trust if (i) the Majority Certificateholders or, if 100% of the aggregate Percentage Interests is then beneficially owned by the Bank and/or its Affiliates, such Person (or Persons), consent to such amendment or (ii) such amendment shall not, as evidenced by an Officer's Certificate of the Seller or the Administrator or an Opinion of Counsel delivered to the Indenture Trustee and the Owner Trustee, materially and adversely affect the

interests of the Certificateholders. In determining whether 100% of the aggregate Percentage Interests is then beneficially owned by the Bank and/or its Affiliates for purposes of clause (i), any party shall be entitled to rely on an Officer's Certificate or similar certification of the Bank or any Affiliate thereof to such effect. For the avoidance of doubt, no consent of the Certificateholders or delivery of any such Opinion of Counsel or Officer's Certificate shall be required in connection with an amendment to this Agreement pursuant to subsection (b) of this Section 4.6.

(g) Notwithstanding anything herein to the contrary, for purposes of classifying the Grantor Trust as a grantor trust under the Code, no amendment shall be made to this Agreement that would (i) result in a variation of the investment of the beneficial owners of the Certificates for purposes of the United States Treasury Regulation section 301.7701-4(c) without the consent of Noteholders evidencing at least a majority of the Note Balance of the Outstanding Notes of the Controlling Class and the Majority Certificateholders or (ii) cause the Grantor Trust (or any part thereof) to be classified as other than a grantor trust for United States federal income tax purposes without the consent of all of the Noteholders and all of the Certificateholders.

SECTION 4.7 Waivers. No failure or delay on the part of the Issuer, the Grantor Trust or the Indenture Trustee in exercising any power or right hereunder (to the extent such Person has any power or right hereunder) shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right. No notice to or demand on the Issuer or the Grantor Trust in any case shall entitle it to any notice or demand in similar or other circumstances. No waiver or approval by either party under this Agreement shall, except as may otherwise be stated in such waiver or approval, be applicable to subsequent transactions. No waiver or approval under this Agreement shall require any similar or dissimilar waiver or approval thereafter to be granted hereunder.

SECTION 4.8 Entire Agreement. The Transaction Documents contain a final and complete integration of all prior expressions by the parties hereto with respect to the subject matter thereof and shall constitute the entire agreement among the parties hereto with respect to the subject matter thereof, superseding all prior oral or written understandings. There are no unwritten agreements among the parties.

SECTION 4.9 Severability of Provisions. If any one or more of the covenants, agreements, provisions or terms of this Agreement shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement.

SECTION 4.10 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement shall create and constitute the continuing obligations of the parties hereto in accordance with its terms, and shall remain in full force and effect until such time as the parties hereto shall agree.

SECTION 4.11 Acknowledgment and Agreement. By execution below, the Issuer expressly acknowledges and consents to the Grant of a security interest in the Receivables and the other Contributed Assets by the Grantor Trust to the Indenture Trustee pursuant to the Indenture for the benefit of the Noteholders. In addition, the Issuer hereby acknowledges and agrees that for

so long as the Notes are outstanding, the Indenture Trustee will have, pursuant to the Transaction Documents, the right to exercise all powers, privileges and claims of the Grantor Trust under this Agreement in the event that the Issuer shall fail to exercise the same.

SECTION 4.12 Cumulative Remedies. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 4.13 Nonpetition Covenant. Each party hereto agrees that, prior to the date which is one year and one day after payment in full of all obligations of each Bankruptcy Remote Party in respect of all securities issued by any Bankruptcy Remote Party (i) such party shall not authorize any Bankruptcy Remote Party to commence a voluntary winding-up or other voluntary case or other Proceeding seeking liquidation, reorganization or other relief with respect to such Bankruptcy Remote Party or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect in any jurisdiction or seeking the appointment of an administrator, a trustee, receiver, liquidator, custodian or other similar official with respect to such Bankruptcy Remote Party or any substantial part of its property or to consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other Proceeding commenced against such Bankruptcy Remote Party, or to make a general assignment for the benefit of its creditors generally, any party hereto or any other creditor of such Bankruptcy Remote Party, and (ii) such party shall not commence, join with any other Person in commencing or institute with any other Person any Proceeding against such Bankruptcy Remote Party under any bankruptcy, reorganization, liquidation or insolvency law or statute now or hereafter in effect in any jurisdiction. This Section shall survive the termination of this Agreement.

SECTION 4.14 Submission to Jurisdiction; Waiver of Jury Trial. Each of the parties hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any Proceeding relating to this Agreement or any documents executed and delivered in connection herewith, or for recognition and enforcement of any judgment in respect thereof, to the nonexclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York and appellate courts from any thereof;

(b) consents that any such action or Proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of such action or Proceeding in any such court or that such action or Proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any Proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Person at its address determined in accordance with Section 4.2 of this Agreement;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

**(e) to the extent permitted by applicable law, each party hereto irrevocably waives all right of trial by jury in any Proceeding or counterclaim based on, or arising out of, under**

**or in connection with this Agreement, any other Transaction Document, or any matter arising hereunder or thereunder.**

SECTION 4.15 Third-Party Beneficiaries. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns, and each of the Seller, the Indenture Trustee, the Grantor Trust Trustee and the Owner Trustee shall be an express third-party beneficiary hereof and may enforce the provisions hereof as if it were a party hereto. Except as otherwise provided in this Section, no other Person will have any right hereunder.

SECTION 4.16 Limitation of Liability. Notwithstanding anything contained herein to the contrary, this Agreement has been executed and delivered by [●] (“[●]”), not in its individual capacity but solely as Owner Trustee of the Issuer and as Grantor Trust Trustee of the Grantor Trust, in the exercise of the powers and authority conferred and vested in it, (b) each of the representations, undertakings and agreements herein made on the part of the Owner Trustee and Issuer and Grantor Trust Trustee and Grantor Trust is made and intended not as personal representations, undertakings and agreements by [●] but is made and intended for the purpose of binding only the Issuer and Grantor Trust, (c) nothing herein contained shall be construed as creating any liability on [●], individually or personally, to perform any covenant either expressed or implied contained herein of the Owner Trustee, Issuer, Grantor Trust Trustee or Grantor Trust, all such liability, if any, being expressly waived by the parties hereto and by any Person claiming by, through or under the parties hereto, (d) [●] has made no investigation as to the accuracy or completeness of any representations and warranties made by the Owner Trustee, Issuer, Grantor Trust Trustee or Grantor Trust in this Agreement and (e) under no circumstances shall [●] be personally liable for the payment of any indebtedness or expenses of the Owner Trustee, Issuer, Grantor Trust Trustee or Grantor Trust or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Owner Trustee, Issuer, Grantor Trust Trustee or Grantor Trust under this Agreement or any other related documents. For the purposes of this Agreement, in the performance of its duties or obligations hereunder, the Owner Trustee and the Grantor Trust Trustee shall be subject to, and entitled to the benefits of, the terms and provisions of Articles VI and VII of the Trust Agreement or the Grantor Trust Agreement, as applicable.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**BANK OF AMERICA AUTO TRUST [●],**  
as Issuer

By: [●]  
not in its individual capacity  
but solely as Owner Trustee

By: \_\_\_\_\_  
Name:  
Title:

**BANK OF AMERICA AUTO GRANTOR TRUST [●],**  
as Grantor Trust

By: [●]  
not in its individual capacity  
but solely as Grantor Trust Trustee

By: \_\_\_\_\_  
Name:  
Title:

**FORM OF  
ASSIGNMENT PURSUANT TO CONTRIBUTION AGREEMENT**

**[●], 2023**

For value received, in accordance with the Contribution Agreement, dated as of [●], 2023 (the “Agreement”), between Bank of America Auto Trust [●], a Delaware statutory trust (the “Issuer”), and Bank of America Auto Grantor Trust [●], a Delaware statutory trust (the “Grantor Trust”), on the terms and subject to the conditions set forth in the Agreement, the Seller does hereby sell, transfer, assign, set over, and otherwise convey to the Grantor Trust without recourse (subject to the obligations in the Agreement), all right, title, interest, claims and demands, whether now owned or hereafter acquired, in, to and under the Contributed Assets.

The foregoing sale does not constitute and is not intended to result in any assumption by the Grantor Trust of any obligation of the undersigned, the Depositor or the Bank to the Obligors, the Dealers, insurers or any other Person in connection with the Receivables, or the other assets and properties conveyed hereunder or any agreement, document or instrument related thereto.

This assignment is made pursuant to and upon the representations and agreements on the part of the undersigned contained in the Agreement and is governed by the Agreement.

Capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in the Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this assignment to be duly executed as of the date first above written.

**BANK OF AMERICA AUTO TRUST [●],**  
as Issuer

By: [●]  
not in its individual capacity  
but solely as Owner Trustee

By: \_\_\_\_\_  
Name:  
Title: