
FORM OF LOAN AGREEMENT

dated as of [●], 2023

between

BANK OF AMERICA, NATIONAL ASSOCIATION,
as Lender

and

BANK OF AMERICA AUTO TRUST [●],
as Borrower

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THIS LOAN 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, NATIONAL ASSOCIATION, a national banking association, as lender (in such capacity, the “Retained Interest Lender”), and BANK OF AMERICA AUTO TRUST [●], a Delaware statutory trust (the “Issuer”), as borrower.

WITNESSETH:

WHEREAS, the Issuer desires that the Retained Interest Lender make an advance to the Issuer on the date hereof, the proceeds of which will be used by the Issuer to purchase 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 from Bank of America Auto Receivables Securitization, LLC, a Delaware limited liability company (in such capacity, the “Seller”); and

WHEREAS, the Retained Interest Lender is willing to make such advance to the Issuer 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, restated, supplemented or otherwise modified and in effect from time to time, the “Sale Agreement”) between the Issuer and the Seller, 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

MAKING OF LOAN; PAYMENT OF PRINCIPAL AND INTEREST

SECTION 2.1 Making of the Retained Interest Loan. Subject to the satisfaction of the conditions precedent set forth herein and the other terms and conditions of this Agreement and the other Transaction Documents, the Retained Interest Lender shall advance \$[] (the “Initial Retained Interest Loan Amount”) to or at the direction of the Issuer on the Closing Date (such advance, the “Retained Interest Loan”). The Retained Interest Lender shall have no further obligation to advance funds to the Issuer pursuant to this Agreement. The Issuer shall have no obligation to, and shall not, grant a Lien on any of its assets in favor of the Retained Interest Lender to secure the Issuer’s obligations under the Retained Interest Loan and this Agreement.

SECTION 2.2 Interest and Principal Payments.

(a) The Retained Interest Loan shall accrue interest at a rate per annum equal to the Floating Loan Rate (as defined in Section 2.2(b) below) for the applicable Interest Period. The Issuer shall pay interest on the unpaid principal amount of the Retained Interest Loan for the period from the Closing Date until the principal of the Retained Interest Loan has been paid in full. Amounts payable to the Retained Interest Lender on each Payment Date pursuant to Section 5.4(b) or Section 8.5(a) of the Indenture shall be allocated in the following priority:

(i) first, as a repayment of principal on the Retained Interest Loan, an amount equal to 5% of the excess of (x) the Adjusted Pool Balance as of the last day of the Collection Period immediately preceding the related Collection Period for such Payment Date over (y) the Adjusted Pool Balance as of the last day of the related Collection Period for such Payment Date;

(ii) second, if such Payment Date is the Redemption Date, as a repayment of principal on the Retained Interest Loan, an amount necessary to reduce the Retained Interest Loan Amount to zero; and

(iii) third, as interest on the Retained Interest Loan, an amount equal to the Accrued Interest Amount for such Payment Date.

(b) As used in Section 2.2(a) above:

“Accrued Interest Amount” means, for any Payment Date, an amount equal to the excess of (i) the sum of the amounts actually distributed to the Retained Interest Lender pursuant to Section 5.4(b) or Section 8.5(a), as applicable, of the Indenture on such Payment Date over (ii) the amounts distributed to the Retained Interest Lender pursuant to clauses (i) and (ii) of Section 2.2(a).

“Floating Loan Rate” means, for any Payment Date and the related Interest Period, an amount (expressed as a percentage) equal to (i) the product of (x) the Accrued Interest

Amount for such Payment Date and (y) 12 divided by (ii) the Retained Interest Loan Amount as of the immediately preceding Payment Date or the Closing Date, as the case may be, after giving effect to all payments of principal on the Retained Interest Loan on or prior to such preceding Payment Date.

SECTION 2.3 Final Maturity Date. The principal of the Retained Interest Loan shall be payable in installments on each Payment Date as provided in Section 2.2. Notwithstanding the foregoing, the entire unpaid principal amount of the Retained Interest Loan and all accrued interest thereon shall be due and payable, if not previously paid, on the earliest of (i) the occurrence of a Retained Interest Loan Event of Default, as defined in Section 5.1, (ii) on [the Final Scheduled Payment Date for the Class [D] Notes] and (iii) on the Redemption Date, if any.

SECTION 2.4 Settlement Procedures. On each Payment Date, the Issuer shall pay (or shall cause to be paid) to the Retained Interest Lender, from the Collection Account interest on and principal of the Retained Interest Loan in the amounts specified pursuant to Section 2.2 of this Agreement to the account specified in writing by the Retained Interest Lender (such account, the “Retained Interest Payment Account”) to the Relevant Trustee not less than [two (2)] Business Days prior to such Payment Date; *provided*, that the initial Retained Interest Payment Account shall be [INSERT ACCOUNT DETAILS]; *provided, further*, that if the Retained Interest Lender fails to specify account information for the Retained Interest Payment Account, then the Retained Interest Payment Account shall be deemed to be the account most recently specified in writing by the Retained Interest Lender to the Relevant Trustee.

SECTION 2.5 Taxes. Any and all payments made by or on account of any obligation of the Issuer in respect of the Retained Interest Loan under this Agreement and the other Transaction Documents will be made free and clear of, and without deduction or withholding for or on account of, any taxes, unless such withholding or deduction is required by applicable law. The initial Retained Interest Lender hereby represents and warrants that it is a “United States person” as defined in Section 7701(a)(30) of the Code and the Retained Interest Lender agrees to provide the Issuer and any relevant intermediary with a correct, complete and properly executed Internal Revenue Service Form W-9 (or applicable successor form) for the Retained Interest Lender. Each Retained Interest Lender shall deliver Tax Information to the Issuer, the Administrator and the Indenture Trustee on or prior to the date on which such Retained Interest Lender becomes the Retained Interest Lender under this Agreement and from time to time thereafter if such Tax Information becomes incorrect or obsolete, as otherwise prescribed by applicable law or upon the request of the Issuer or the Administrator.

ARTICLE III

CONDITIONS PRECEDENT

SECTION 3.1 Conditions to Closing Date Advance. The Retained Interest Lender shall not be obligated to make the Retained Interest Loan pursuant to Section 2.1 of this Agreement unless and until all of the conditions set forth in Section [] of the Note Purchase Agreement have been satisfied, as determined in the reasonable discretion of the Retained Interest Lender.

ARTICLE IV

REPRESENTATIONS AND COVENANTS

SECTION 4.1 Representations of the Issuer. The Issuer makes the following representations as of the Closing Date on which the Retained Interest Lender will be deemed to have relied in making the Retained Interest Loan:

(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.

(b) Authorization and No Contravention. The execution, delivery and performance by the Issuer of this Agreement 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 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 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.

SECTION 4.2 Covenants of the Issuer. Except as otherwise provided herein, from the Closing Date until payment in full of the Retained Interest Loan and all interest on and principal thereof, the Issuer shall comply with all of its covenants set forth in the Transaction Documents, including, without limitation, Article III of the Indenture.

SECTION 4.3 Liability of the Seller. The Retained Interest Lender hereby acknowledges and agrees that:

(a) The Seller shall be liable under the Transaction Documents only to the extent of the obligations specifically undertaken by the Seller under the Transaction Documents.

(b) The Issuer's obligations under this Agreement and the other Transaction Documents are obligations solely of the Issuer and, and no obligation of the Issuer or Seller will constitute a claim against the Seller to the extent that the Seller does not have funds sufficient to make payment of such obligations. In furtherance of and not in derogation of the foregoing, the Issuer, the Grantor Trust, the Servicer, the Indenture Trustee, the Grantor Trust Trustee and the Owner Trustee, by entering into or accepting this Agreement, acknowledge and agree that they have no right, title or interest in or to the Other Assets of the Seller. To the extent that, notwithstanding the agreements and provisions contained in the preceding sentence, the Retained Interest Lender, the Issuer, the Grantor Trust, the Servicer, the Indenture Trustee or the Owner Trustee, the Grantor Trust Trustee either (i) asserts an interest in, claim to or benefit in or from Other Assets or (ii) is deemed to have any such interest in, claim to or benefit in or from Other Assets, whether by operation of law, legal process, pursuant to applicable provisions of insolvency laws or otherwise (including by virtue of Section 1111(b) of the Bankruptcy Code or any successor provision having similar effect under the Bankruptcy Code), then the Retained Interest Lender, the Issuer, the Grantor Trust, the Servicer, the Indenture Trustee, the Grantor Trust Trustee or the Owner Trustee further acknowledges and agrees that any such interest in, claim to or benefit in or from Other Assets is and will be expressly subordinated to the indefeasible payment in full of the other obligations and liabilities which, under the terms of the relevant documents relating to the securitization or conveyance of such Other Assets, are entitled to be paid from, entitled to the benefits of, or otherwise secured by such Other Assets (whether or not any such entitlement or security interest is legally perfected or otherwise entitled to a priority of distributions or application under applicable law, including insolvency laws, and whether or not asserted against the Seller), including the payment of post-petition interest on such other obligations and liabilities. This subordination agreement will be deemed a subordination agreement within the meaning of Section 510(a) of the Bankruptcy Code. The Retained Interest Lender, the Issuer, the Grantor Trust, the Servicer, the Indenture Trustee, the Grantor Trust Trustee and the Owner Trustee each further acknowledges and agrees that no adequate remedy at law exists for a breach of this Section [4.3(b)] and the terms of this Section [4.3(b)] may be enforced by an action for specific performance. The provisions of this Section [4.3(b)] will be for the third-party benefit of those entitled to rely thereon and will survive the termination of or the assignment of this Agreement, and the resignation or removal of any indemnified party.

SECTION 4.4 Assignments. The Retained Interest Lender may, upon not less than [five (5) Business Days'] notice to the Issuer, the Administrator, the Servicer and the Indenture Trustee and in compliance with applicable law (including, without limitation, the SEC's credit risk retention rules, 17 C.F.R. Part 246), assign all of its right, title and interest in the Retained Interest Loan and this Agreement to an Affiliate of such Retained Interest Lender.

SECTION 4.5 Retained Interest Lender May Own Notes and Certificates. The Retained Interest Lender, and any Affiliate of the Retained Interest Lender, may in its individual or any other capacity become the owner or pledgee of Notes and Certificates with the same rights as it would have if it were not the Retained Interest Lender or an Affiliate thereof, except as otherwise expressly provided herein or in the other Transaction Documents. Except as set forth herein or in the other Transaction Documents, Notes and Certificates so owned by the Retained Interest Lender or any such Affiliate will have an equal and proportionate benefit under the provisions of this Agreement and the other Transaction Documents, without preference, priority, or distinction as among all of the Notes and Certificates.

ARTICLE V

EVENTS OF DEFAULT

SECTION 5.1 Events of Default. Each of the following events shall constitute an event of default with respect to the Retained Interest Loan (a “Retained Interest Loan Event of Default”): (a) an Event of Default shall have occurred and be continuing, if the Indenture Trustee or the Holders of a majority of the Outstanding Note Balance of the Controlling Class have declared the Notes to be immediately due and payable in the manner provided in Section 5.2 of the Indenture; or (b) a Bankruptcy Event with respect to the Issuer.

SECTION 5.2 Actions upon Retained Interest Loan Event of Default. Upon the occurrence of a Retained Interest Loan Event of Default, the unpaid principal of the Retained Interest Loan, together with accrued and unpaid interest thereon through the date of acceleration, shall become immediately due and payable; *provided*, that payments by the Issuer to the Retained Interest Lender shall be limited to the amounts available therefore in accordance with Section 5.4(b) of the Indenture.

SECTION 5.3 Exercise of Remedies. No failure or delay on the part of the Retained Interest Lender to exercise any right, power or privilege under this Agreement and no course of dealing between the Issuer and the Retained Interest Lender shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege. No notice to or demand on any party in any case shall entitle such party to any other or further notice or demand in similar or other circumstances, or constitute a waiver of the right of the other party to any other or further action in any circumstances without notice or demand.

ARTICLE VI

MISCELLANEOUS

SECTION 6.1 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 of the Sale Agreement), and addressed in each case as specified on Schedule I of 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, Certificate Register or Schedule I of the Sale Agreement, 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 6.2 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 6.3 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 6.4 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 so executed shall be deemed to be an original, but all such counterparts shall, together, constitute but one and the same 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. The Lender agrees to give the Borrower written notice if such party uses an electronic signature service (such as DocuSign) in order to execute this Agreement or any related document.

SECTION 6.5 Amendment.

(a) Subject to subsections (d), (f) and (g) of this Section 6.5, any term or provision of this Agreement may be amended by the Retained Interest Lender without the consent of the Indenture Trustee, the Issuer, the Grantor Trust, any Certificateholder, any Noteholder, the Grantor Trust Trustee, the Owner Trustee or any other Person subject to the satisfaction of one of the following conditions:

(i) the Retained Interest Lender delivers an Opinion of Counsel or an Officer's Certificate of the Retained Interest Lender 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 Retained Interest Lender notifies the Indenture Trustee in writing that the Rating Agency Condition is satisfied with respect to such amendment.

(b) Subject to subsections (d) and (g) of this Section 6.5, any term or provision of this Agreement (including Appendix A) may also be amended from time to time by the Retained Interest Lender, 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 Issuer, the Grantor Trust, the Grantor Trust Trustee, the Owner Trustee or any other Person; provided, however, that the Retained Interest Lender shall provide written notification of such amendment to the Indenture Trustee, the Issuer, the Grantor Trust, the Grantor Trust Trustee, and the Owner Trustee and promptly after the execution of any such amendment, the Retained Interest Lender 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) Subject to subsections (d) and (g) of this Section 6.5, this Agreement may also be amended from time to time by the Issuer and the Retained Interest Lender, with the consent of the Holders of Notes evidencing not less than a majority of the Outstanding Note Balance 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 6.5, the Retained Interest Lender shall provide written notification of the substance of such amendment to each Rating Agency; and promptly after the execution of any such amendment, the Retained Interest Lender shall furnish a copy of such amendment to each Rating Agency, the Issuer, the Owner Trustee and the Indenture Trustee; provided, that no amendment pursuant to this Section 6.5 shall be effective which materially and adversely affects the rights, protections or duties of the Indenture Trustee or the Owner Trustee without the prior written consent of such Person (which consent shall not be unreasonably withheld or delayed).

(e) Prior to the execution of any amendment to this Agreement, the Owner Trustee and the Indenture 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 that all conditions precedent to the execution and delivery of such amendment have been satisfied.

(f) Unless the Majority Certificateholders have consented to an amendment to this Agreement, prior to the execution of any such amendment pursuant to subsection (b) of this Section 6.5, the Retained Interest Lender shall deliver an Opinion of Counsel or an Officer's Certificate of the Retained Interest Lender to the Indenture Trustee and the Owner Trustee to the effect that such amendment will not materially and adversely affects the interests of the Certificateholders who have not consented to such amendment. 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 6.5.

(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 Outstanding Note Balance 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 under subtitle A, chapter 1, subchapter J, part I, subpart E of the Code without the consent of all of the Noteholders and all of the Certificateholders.

SECTION 6.6 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 6.7 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 6.8 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 6.9 Cumulative Remedies. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 6.10 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 6.11 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 Proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of such Proceeding in any such court or that such 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 6.1 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 6.12 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, the Indenture Trustee and the Owner Trustee shall be express third-party beneficiaries 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 6.13 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 Borrower, 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 Borrower is made and intended not as personal representations, undertakings and agreements by [●] but is made and intended for the purpose of binding only the Borrower, (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 or Borrower, 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, or Borrower in this Agreement and (e) under no circumstances shall [●] be personally liable for the payment of any indebtedness or expenses of the Owner Trustee or Borrower or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Owner Trustee or Borrower 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 shall be subject to, and entitled to the benefits of, the terms and provisions of Articles VI and VII of the Trust Agreement.

[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, NATIONAL ASSOCIATION,
as Lender

By: _____
Name:
Title:

BANK OF AMERICA AUTO TRUST [●],
as Borrower

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

By: _____
Name:
Title: