
FORM OF SERVICING AGREEMENT

by and between

BANK OF AMERICA AUTO TRUST [•],
as Issuer

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

BANK OF AMERICA, NATIONAL ASSOCIATION,
as Servicer

and

[•],
as Indenture Trustee

Dated as of [•], 2023

TABLE OF CONTENTS

ARTICLE I DEFINITIONS AND USAGE	1
SECTION 1.1 Definitions.....	1
SECTION 1.2 Other Interpretive Provisions	1
ARTICLE II SERVICER AS CUSTODIAN	2
SECTION 2.1 Custody of Receivable Files.	2
ARTICLE III ADMINISTRATION AND SERVICING OF RECEIVABLES AND TRUST PROPERTY	4
SECTION 3.1 Duties of Servicer	4
SECTION 3.2 Collection of Receivable Payments	5
SECTION 3.3 Realization Upon Receivables	7
SECTION 3.4 Maintenance of Security Interests in Financed Vehicles	8
SECTION 3.5 Covenants of Servicer	8
SECTION 3.6 Servicing Fee	8
SECTION 3.7 Fee.....	9
SECTION 3.8 Servicer's Certificate.	9
SECTION 3.9 Notice of Servicer Replacement Event.	9
SECTION 3.10 Servicer Expenses	9
SECTION 3.11 Exchange Act Filings.....	9
SECTION 3.12 Compliance with the FDIC Rule.....	10
ARTICLE IV DISTRIBUTIONS; ACCOUNTS.....	10
SECTION 4.1 Establishment of Accounts	10
SECTION 4.2 Remittances.....	10
SECTION 4.3 Additional Deposits and Payments	10
ARTICLE V THE SERVICER.....	10
SECTION 5.1 Representations of the Servicer	10
SECTION 5.2 Indemnities of Servicer	11
SECTION 5.3 Merger or Consolidation of, or Assumption of the Obligations of, Servicer.....	12
SECTION 5.4 Limitation on Liability of Servicer and Others.....	12
SECTION 5.5 Subservicer and Delegation of Duties.....	13
SECTION 5.6 The Bank Not to Resign as Servicer	13
SECTION 5.7 Servicer May Own Notes and Certificates.....	14
ARTICLE VI REPLACEMENT OF SERVICER.....	14

TABLE OF CONTENTS

(continued)

SECTION 6.1	Replacement of Servicer.....	14
SECTION 6.2	Notification to Noteholders, Certificateholders and Retained Interest Lender	15
ARTICLE VII OPTIONAL PURCHASE		16
SECTION 7.1	Optional Purchase of Trust Estate.....	16
ARTICLE VIII MISCELLANEOUS PROVISIONS		16
SECTION 8.1	Amendment.....	16
SECTION 8.2	Protection of Title.	18
SECTION 8.3	Notices, Etc	18
SECTION 8.4	Choice of Law	19
SECTION 8.1	Headings.	19
SECTION 8.2	Counterparts and Electronic Signature	19
SECTION 8.3	Waivers	20
SECTION 8.4	Entire Agreement.....	20
SECTION 8.5	Severability of Provisions	20
SECTION 8.6	Binding Effect.....	20
SECTION 8.7	Not Applicable to the Bank in Other Capacities.....	20
SECTION 8.8	Cumulative Remedies	20
SECTION 8.9	Nonpetition Covenant	20
SECTION 8.10	Submission to Jurisdiction; Waiver of Jury Trial	21
SECTION 8.11	Limitation of Liability.....	21
SECTION 8.12	Third-Party Beneficiaries.....	22
SECTION 8.13	Information Requests	22
SECTION 8.14	Information to Be Provided by the Indenture Trustee	22
EXHIBIT A	Form of Servicer's Certificate	

This SERVICING AGREEMENT, dated as of [●], 2023 (together with all exhibits, schedules and appendices hereto and as amended, supplemented or otherwise modified and in effect from time to time, this “Agreement”), by and among BANK OF AMERICA AUTO TRUST [●], a Delaware statutory trust (the “Issuer”), BANK OF AMERICA AUTO GRANTOR TRUST [●], a Delaware statutory trust (the “Grantor Trust”), BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association (the “Bank”), as servicer (in such capacity, the “Servicer”), and [●], as indenture trustee (the “Indenture Trustee”).

WHEREAS, the Issuer has acquired a portfolio of motor vehicle receivables, including motor vehicle retail installment sales contracts and/or installment loans that are secured by new and used automobiles, light-duty trucks, SUVs and vans, and the Issuer has conveyed such portfolio to the Grantor Trust;

WHEREAS, the Bank is willing to service such motor vehicle receivables and related property on behalf of the Issuer and the Grantor Trust; and

WHEREAS, the Servicer is willing to act as the custodian, on behalf of the Issuer, and the Grantor Trust of the Receivables and related property;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I

DEFINITIONS AND USAGE

SECTION 1.1 Definitions. Except as otherwise specified 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 herein.

ARTICLE II

SERVICER AS CUSTODIAN

SECTION 2.1 Custody of Receivable Files.

(a) Custody. The Issuer, the Grantor Trust and the Indenture Trustee, upon the execution and delivery of this Agreement, hereby appoint the Servicer, for which appointment the Indenture Trustee has no liability, and the Servicer hereby accepts such appointment, to act solely on behalf of and for the benefit of the Issuer, the Grantor Trust and the Indenture Trustee as custodian of the following documents or instruments with respect to each Receivable (but only to the extent applicable to such Receivable and only to the extent held in tangible paper or electronic form) (the “Receivable Files”):

- (i) the fully executed original, electronically authenticated original or authoritative copy of the Contract (in each case, within the meaning of the UCC) related to such Receivable, including any written amendments or extensions thereto; provided, however, that an authoritative copy may be held by a third party service provider;
- (ii) the original credit application, an electronic image thereof or a photocopy thereof to the extent held in paper form;
- (iii) the original Certificate of Title or, if not yet received, evidence that an application therefor has been submitted with the appropriate authority, a guaranty of title from a Dealer or such other document (electronic or otherwise, as used in the applicable jurisdiction) that the Servicer keeps on file, in accordance with its Customary Servicing Practices, evidencing the security interest of the Originator in the related Financed Vehicle; *provided, however,* that in lieu of being held in the Receivable File, the Certificate of Title may be held by a third party service provider engaged by the Servicer to obtain or hold Certificates of Title; and
- (iv) any and all other documents that the Servicer keeps on file, in accordance with its Customary Servicing Practices, relating to a Receivable, an Obligor or a Financed Vehicle (but only to the extent applicable to such Receivable and only to the extent held in tangible paper form or electronic form).

(b) Safekeeping. The Servicer, in its capacity as custodian, shall hold the Receivable Files for the benefit of the Issuer, the Grantor Trust and the Indenture Trustee, as pledgee of the Issuer and the Grantor Trust. In performing its duties as custodian, the Servicer shall act in accordance with its Customary Servicing Practices. Nothing herein will be deemed to require an

initial review or any periodic review by the Issuer, the Grantor Trust or the Indenture Trustee of the Receivable Files. The Servicer may, in accordance with its Customary Servicing Practices: (i) maintain all or a portion of the Receivable Files in electronic form and (ii) maintain custody of all or any portion of the Receivable Files with one or more of its agents or designees.

(c) Maintenance of and Access to Records. The Servicer will maintain all tangible documents or instruments included in each Receivable File in the United States (it being understood that the Receivable Files, or any part thereof, may be maintained at the offices of any Person to whom the Servicer has delegated responsibilities in accordance with Section 5.5). The Servicer will make available to the Issuer, the Grantor Trust and the Indenture Trustee or their duly authorized representatives, attorneys or auditors a list of locations of the Receivable Files held in tangible form upon request. The Servicer will provide access to the Receivable Files, and the related accounts, records and computer systems maintained by the Servicer at such times as the Issuer, the Grantor Trust or the Indenture Trustee direct, but only upon reasonable notice, in the presence of an officer of the Servicer and during the normal business hours, which do not unreasonably interfere with the Servicer's normal operations, at the respective offices of the Servicer.

(d) [Reserved]

(e) Instructions; Authority to Act. All instructions from the Indenture Trustee will be in writing and signed by an Authorized Officer of the Indenture Trustee, and the Servicer will be deemed to have received proper instructions with respect to the Receivable Files upon its receipt of such written instructions.

(f) Custodian's Indemnification. Subject to Section 5.2, the Servicer as custodian will indemnify the Issuer, the Grantor Trust and the Indenture Trustee and their officers, directors, employees and agents for any and all liabilities, obligations, losses, compensatory damages, payments, costs or expenses (including reasonable legal fees and expenses) of any kind whatsoever that may be imposed on, incurred by or asserted against the Issuer, the Grantor Trust or the Indenture Trustee as the result of any improper act or omission in any way relating to the maintenance and custody by the Servicer as custodian of the Receivable Files including those incurred in connection with any action, claim or suit brought to enforce the Indenture Trustee's right to indemnification; *provided, however*, that the Servicer as custodian will not be liable to the Indenture Trustee, the Issuer or the Grantor Trust for any portion of any such amount resulting from the willful misconduct, bad faith or negligence of the Indenture Trustee, the Issuer or the Grantor Trust, respectively. The provisions of this Section 2.1(f) shall survive the termination or assignment of this Agreement and the resignation or removal of the Indenture Trustee or Servicer, in its capacity as custodian. Any amount payable to the Indenture Trustee pursuant to this Section 2.1(f), to the extent not paid by the Servicer, shall be paid by the Issuer in accordance with Section 8.5(a) of the Indenture.

(g) Effective Period and Termination. The Servicer's appointment as custodian will become effective as of the Cut-Off Date and will continue in full force and effect until terminated pursuant to this Section. If the Bank resigns as Servicer in accordance with the provisions of this Agreement or if all of the rights and obligations of the Servicer have been terminated under Section 6.1, the appointment of the Servicer as custodian hereunder may be terminated by the

Indenture Trustee pursuant to the Transaction Documents, at the written direction of the Noteholders evidencing not less than a majority of the Note Balance of the Outstanding Notes of the Controlling Class (or, if the Notes are no longer Outstanding, by the Relevant Trustee at the direction of the Majority Certificateholders), in the same manner as the Relevant Trustee or such Noteholders (or Certificateholders) may terminate the rights and obligations of the Servicer under Section 6.1. As soon as practicable after any termination of such appointment, the Servicer will deliver to the successor custodian the Receivable Files and the related accounts and records maintained by the Servicer at such place or places as the successor custodian may reasonably designate; *provided, however*, that with respect to authoritative copies of the Receivables constituting electronic chattel paper, the Servicer, in its sole discretion, shall either (i) continue to hold any such authoritative copies on behalf of the Issuer, the Grantor Trust and the Indenture Trustee or the Indenture Trustee's agent (provided that the Servicer has not been terminated in accordance with the provisions of this Section 2.1(g)) or (ii) deliver electronically authenticated original copies of such chattel paper such that the copy delivered to a successor custodian agent becomes the authoritative copy of the Receivable constituting electronic chattel paper. No such termination or resignation shall be given effect until a successor custodian has assumed the duties as custodian hereunder and in the Transaction Documents.

(h) Liability of Indenture Trustee. The Indenture Trustee shall not be liable for the acts or omissions of the Servicer in its capacity as custodian of the Receivable Files.

ARTICLE III

ADMINISTRATION AND SERVICING OF RECEIVABLES AND TRUST PROPERTY

SECTION 3.1 Duties of Servicer.

(a) The Servicer is hereby appointed and authorized by the Issuer and the Grantor Trust to act as agent for the Issuer and the Grantor Trust and in such capacity shall manage, service, administer and make collections on the Receivables in accordance with its Customary Servicing Practices, subject to the provisions herein, using the degree of skill and care that the Servicer exercises with respect to all comparable motor vehicle receivables that it services for itself or others. The Servicer's duties will include collection, allocation and posting of all payments, responding to inquiries of Obligors on such Receivables, pursuing delinquencies, providing invoices or other payment information (which may be in electronic form) to Obligors, reporting any required tax information to Obligors, administering rebates and refunds to Obligors and accounting for Collections, in each case in accordance with its Customary Servicing Practices. The Servicer is not required under the Transaction Documents to make any disbursements via wire transfer or otherwise on behalf of an Obligor. There are no requirements under the Receivables or the Transaction Documents for funds to be, and funds shall not be, held in trust for an Obligor. There are no requirements under the Receivables or the Transaction Documents for payments or disbursements to be made by the Servicer on behalf of the Obligor. The Servicer hereby accepts such appointment and authorization and agrees to perform the duties of Servicer with respect to the Receivables set forth herein.

(b) Subject to the provisions of Section 3.2 and any other provision in this Agreement restricting the Servicer or specifying obligations different from the Customary Servicing Practices, the Servicer will follow its Customary Servicing Practices and will have full power and authority to do any and all things in connection with such managing, servicing, administration and collection that it may deem necessary or desirable as long as such activities will not result or cause the Grantor Trust to be treated, for United States federal income tax purposes, as other than a fixed investment trust described in Treasury Regulation section 301.7701-4(c) that is treated as a grantor trust for United States federal income tax purposes. The Servicer is hereby authorized and empowered to execute and deliver, on behalf of itself, the Issuer, the Grantor Trust, the Grantor Trust Trustee, the Owner Trustee, the Indenture Trustee, the Noteholders, the Certificateholders, or any of them, any and all instruments of satisfaction or cancellation, or partial or full release or discharge, and all other comparable instruments, with respect to such Receivables or to the Financed Vehicles securing such Receivables. The Servicer is hereby authorized to commence, in its own name or in the name of the Issuer or the Grantor Trust, a Proceeding to enforce a Receivable or an Insurance Policy or to commence or participate in any other Proceeding (including a bankruptcy Proceeding) relating to or involving a Receivable, an Obligor, a Financed Vehicle or an Insurance Policy although nothing herein shall be construed to require the Servicer to commence any such Proceeding. If the Servicer commences or participates in a Proceeding to enforce a Receivable or an Insurance Policy, the Issuer and the Grantor Trust will thereupon be deemed to have automatically assigned such Receivable or its rights under such Insurance Policy to the Servicer solely for purposes of commencing or participating in any such Proceeding as a party or claimant, and the Servicer is authorized and empowered by the Issuer and the Grantor Trust to execute and deliver in the Servicer's name any notices, demands, claims, complaints, responses, affidavits or other documents or instruments in connection with any such Proceeding. If in any Proceeding it is held that the Servicer may not enforce a Receivable or Insurance Policy on the ground that it is not a real party in interest or a holder entitled to enforce the Receivable or Insurance Policy, the Issuer and the Grantor Trust, as applicable, will, at the Servicer's expense and direction, take steps to enforce the Receivable or Insurance Policy, including bringing suit in its name or the name of the Indenture Trustee. The Issuer and the Grantor Trust will furnish the Servicer with any powers of attorney and other documents reasonably necessary or appropriate to enable the Servicer to carry out its servicing and administrative duties hereunder.

(c) The Servicer hereby agrees that upon its resignation and the appointment of a successor Servicer hereunder, the Servicer will terminate its activities as Servicer hereunder in accordance with Section 6.1, and, in any case, in a manner which the successor Servicer reasonably determines will facilitate the transition of the performance of such activities to such successor Servicer, and the Servicer shall cooperate with and assist such successor Servicer.

(d) The Servicer shall not be required to maintain a fidelity bond or error and omissions policy or to monitor whether Obligors maintain an Insurance Policy on the Financed Vehicles.

SECTION 3.2 Collection of Receivable Payments. (a) The Servicer will make reasonable efforts to collect all payments called for under the terms and provisions of the Receivables as and when the same become due in accordance with its Customary Servicing Practices. The Servicer may, in accordance with the Customary Servicing Practices, grant Permitted Modifications, but not any other extension, deferral, amendment, modification,

alteration or adjustment, with respect to any Receivable. The Servicer may in its discretion waive any late payment charge or any other fees that would constitute Supplemental Servicing Fees and that may be collected in the ordinary course of servicing a Receivable. The Servicer is not required to make any advances of funds or guarantees regarding collections, cash flows or distributions. Without limiting the foregoing, the Servicer and its Affiliates (each in its individual capacity and not on behalf of the Issuer or the Grantor Trust) may engage in any marketing practice or promotion or any sale of any products, goods or services, including any Insurance Policy, to Obligor with respect to the Receivables, whether or not such practices, promotions or sales might result in a decrease in the aggregate amount of payments on the Receivables, prepayments or faster or slower timing of the payment of the Receivables. The Servicer and its Affiliates (each in its individual capacity and not on behalf of the Issuer or the Grantor Trust) may also sell Insurance Policies that provides for payment on some or all of the amount of a Receivable upon the death or disability of the Obligor or any casualty with respect to the Financed Vehicle.

“Permitted Modification” means an extension, deferral, alteration, amendment, modification or adjustment to the terms of, or with respect to, any Receivable with respect to which at least one of the following conditions has been satisfied:

- (i) any amendment, modification, alteration or adjustment, individually and collectively with any other amendment, modification, alteration or adjustment proposed to be made with respect to the Receivable, that is ministerial in nature (including, without limitation, any change to the due date for monthly payments that is not classified by the Servicer as an extension);
- (ii) any amendment, modification, alteration or adjustment, individually and collectively with any other amendment, modification, alteration or adjustment that (A) is required by law or court order, or (B) (i) is in accordance with the Servicer’s Customary Servicing Practices and (ii) is intended by the Servicer to comply with or respond to a law, government regulation or government enforcement activity pertaining to the Receivables or classes of receivables similar to the Receivables;
- (iii) in the case of any extension or deferral, (A) the Obligor’s address is within a geographic area determined by the President of the United States or the Governor of the applicable state to warrant individual, or individual and public, assistance from the federal government under the Robert T. Stafford Disaster Relief and Emergency Assistance Act or similar state law, as the case may be, or (B) the Obligor is a United States federal or state government employee that is furloughed on account of a shutdown of such government occurring as a result of a lapse in annual appropriations;
- (iv) any amendment, modification, alteration or adjustment where (A) the Obligor is in payment default, the Receivable is a Severely Distressed Receivable or in the judgment of the Servicer, in accordance with the Servicer’s Customary Servicing Practices, it is reasonably foreseeable that the Obligor will default (it being understood that the Servicer may proactively contact any Obligor whom the Servicer believes may be at

higher risk of a payment default under the related Receivable, and it being further understood that if the Obligor has notified the Servicer that the Obligor has been materially and adversely impacted by a natural disaster or public terror attack, then the Servicer may reasonably conclude that it is reasonably foreseeable that such Obligor will default) and (B) the Servicer believes that such amendment, modification, alteration or adjustment is appropriate or necessary to preserve the value of the Receivable and to prevent the Receivable from going into default (or, where the Receivable is already in default, to prevent the Receivable from becoming further impaired); or

- (v) any other extension, deferral, amendment, modification or adjustment (A) that is in accordance with the Servicer's Customary Servicing Practices and (B) for which the Servicer has delivered an opinion to the Issuer and the Administrator to the effect that such extension, deferral, amendment, modification, alteration or adjustment will not cause the Grantor Trust to be treated, for United States federal income tax purposes, as other than a grantor trust for United States federal income tax purposes.

(b) Notwithstanding anything in this Agreement to the contrary, the Servicer may refinance any Receivable by making a new loan to the related Obligor and depositing the full Outstanding Principal Balance of such Receivable into the Collection Account. The receivable created by such refinancing shall not be the property of the Issuer or the Grantor Trust. The deposit of the Outstanding Principal Balance of such Receivable into the Collection Account shall be treated for all purposes, including for United States federal income tax purposes, as a payoff of all amounts owed by the related Obligor with respect to such Receivable.

(c) Nothing in any section of this Agreement shall be construed to prevent the Servicer from implementing new programs, whether on an intermediate, pilot or permanent basis, or on a regional or nationwide basis, or from modifying its standards, policies and procedures as long as, in each case, such programs or modifications (i) would be consistent with its Customary Servicing Practices and (ii) would not cause the Grantor Trust to be treated, for United States federal income tax purposes, as other than a grantor trust.

SECTION 3.3 Realization Upon Receivables. On behalf of the Issuer and the Grantor Trust, the Servicer shall use commercially reasonable efforts, consistent with its Customary Servicing Practices, to repossess or otherwise convert the ownership of the Financed Vehicle securing any Receivable as to which the Servicer has determined eventual payment in full is unlikely, unless it determines in its sole discretion that repossession will not increase the Liquidation Proceeds by an amount greater than the expense of such repossession, that the proceeds ultimately recoverable with respect to such Receivable would be increased by forbearance or that repossessing such Financed Vehicle would otherwise not be consistent with the Servicer's Customary Servicing Practices. The Servicer will follow such Customary Servicing Practices as it deems necessary or advisable, which may include reasonable efforts to realize upon any recourse to any Dealer and selling the Financed Vehicle at public or private sale. The foregoing will be subject to the provision that, in any case in which the Financed Vehicle has suffered damage, the Servicer shall not be required to expend funds in connection with the repair

or the repossession of such Financed Vehicle. In addition, the Servicer may from time to time (but is not required to) sell any deficiency balance in accordance with its Customary Servicing Practices; *provided, however*, that (i) such sale must be made to a Person who is not an Affiliate of the Servicer, (ii) each sale must be made at a price equal to the fair market value of such deficiency balance in cash in immediately available funds and (iii) such sale must be without recourse, representation or warranty by the Issuer, the Grantor Trust or the Servicer (other than any representation or warranty regarding the absence of Liens, that the Issuer or the Grantor Trust has good title to the deficiency balance, or similar representation or warranty). To facilitate any such sale the Servicer may, in accordance with its Customary Servicing Practices, purchase from the Grantor Trust such Receivable's deficiency balance for a purchase price equal to the proceeds received by the Servicer from a third party for the sale of such Receivable's deficiency balance. Net proceeds of any such sale allocable to the Receivable will constitute Liquidation Proceeds, and the sole right of the Issuer, the Grantor Trust and the Indenture Trustee with respect to any such sold Receivables will be to receive such Liquidation Proceeds. Upon such sale, the Servicer will mark its computer records indicating that any such receivable sold is no longer a Receivable. The Servicer is authorized to take any and all actions necessary or appropriate on behalf of the Issuer and the Grantor Trust to evidence the sale of the Financed Vehicle at a public or private sale or the sale of the Receivable to the Servicer to facilitate a deficiency balance sale pursuant to the provisions of this paragraph, in each case, free from any Lien or other interest of the Issuer, the Grantor Trust or the Indenture Trustee.

SECTION 3.4 Maintenance of Security Interests in Financed Vehicles. The Servicer shall, in accordance with its Customary Servicing Practices, take such steps as are necessary to maintain perfection of the security interest created by each Receivable in the related Financed Vehicle. The provisions set forth in this Section are the sole requirements under the Transaction Documents with respect to the maintenance of collateral or security for the Receivables. It is understood that the Financed Vehicles are the collateral and security for the Receivables, but that the Certificate of Title with respect to a Financed Vehicle does not constitute collateral for that Receivable and merely evidences such security interest. The Issuer and the Grantor Trust hereby authorize the Servicer to take such steps as are necessary to re-perfect such security interest created by the Receivable in the event of the relocation of a Financed Vehicle or for any other reason.

SECTION 3.5 Covenants of Servicer. Unless required by law or court order, at the direction of a regulatory authority or in accordance with regulatory guidance, the Servicer will not release the Financed Vehicle securing a Receivable from the security interest granted by such Receivable in whole or in part except (a) in the event of payment in full by or on behalf of the Obligor thereunder or payment in full less a deficiency which the Servicer would not attempt to collect from the Obligor in accordance with its Customary Servicing Practices, (b) in connection with repossession or (c) as may be required by an insurer in order to receive proceeds from any Insurance Policy covering such Financed Vehicle.

SECTION 3.6 Servicing Fee. On each Payment Date, the Issuer shall pay to the Servicer the Servicing Fee in accordance with Section 8.5 of the Indenture for the immediately preceding Collection Period as compensation for its services. In addition, the Servicer will be entitled to retain all Supplemental Servicing Fees.

SECTION 3.7 Fee. The Servicer shall pay the fees and expenses of the Administrator described in Section 3 of the Administration Agreement.

SECTION 3.8 Servicer's Certificate.

(a) On or before the Determination Date preceding each Payment Date, the Servicer shall deliver to the Issuer, the Grantor Trust, the Indenture Trustee and the Owner Trustee, a Servicer's Certificate containing the information set forth on Exhibit A. At the sole option of the Servicer, each Servicer's Certificate may be delivered in electronic or hard copy format.¹

(b) No disbursements shall be made directly by the Servicer to a Noteholder, the Retained Interest Lender or a Certificateholder, and the Servicer shall not be required to maintain any investor record relating to the posting of disbursements or otherwise.

SECTION 3.9 Notice of Servicer Replacement Event.

(a) The Servicer will deliver to the Issuer, with a copy to the Indenture Trustee, the Owner Trustee and each Rating Agency, promptly after a Responsible Officer of the Servicer having obtained knowledge thereof, a written notice of the occurrence of a Servicer Replacement Event. Except to the extent set forth in this Section 3.9 and Section 6.2 of this Agreement and Section 3.12 and Section 6.5 of the Indenture, the Transaction Documents do not require any policies or procedures to monitor any performance or other triggers and events of default.

(b) If a Servicer Replacement Event occurs and is continuing and if it is either actually known by a Responsible Officer of the Indenture Trustee or written notice of the existence thereof has been delivered to a Responsible Officer of the Indenture Trustee, the Indenture Trustee shall provide the Owner Trustee and the Administrator written notice of such Servicer Replacement Event.

SECTION 3.10 Servicer Expenses. The Servicer shall pay all expenses (other than Liquidation Expenses) incurred by it in connection with its activities hereunder, including fees and disbursements of independent accountants, taxes imposed on the Servicer and expenses incurred in connection with distributions and reports to the Noteholders, the Certificateholders and the Retained Interest Lender. The Servicer shall also pay all fees, expenses, and indemnities of (A) the Indenture Trustee (as described in, and pursuant to the limitations set forth in, Section 6.7 of the Indenture) (B) the Owner Trustee (as described in, and pursuant to the limitations set forth in, Sections 8.1 and 8.2 of the Trust Agreement), (C) the Grantor Trust Trustee (as described in, and pursuant to the limitations set forth in, Sections 8.1 and 8.2 of the Grantor Trust Agreement) and (D) the Administrator (as described in, and pursuant to the limitations set forth in, Section 3 of the Administration Agreement). The Servicer is entitled to retain an amount equal to the amount of Liquidation Expenses incurred with respect to a Receivable from Collections received with respect to such Receivable. Supplemental Servicing Fees may also be retained by the Servicer, and need not be deposited into the Collection Account.

SECTION 3.11 Exchange Act Filings. The Issuer hereby authorizes the Servicer to prepare, sign, certify and file or furnish any and all reports, statements and information respecting

¹ Flag for BANA – have there been discussion with the trustee re: what will be on the servicer's cert?

the Issuer, the Grantor Trust and/or the Notes, if any, required to be filed pursuant to the Exchange Act, and the rules thereunder.

SECTION 3.12 Compliance with the FDIC Rule. The Servicer (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

DISTRIBUTIONS; ACCOUNTS

SECTION 4.1 Establishment of Accounts. (a) The Servicer shall cause to be established the Trust Accounts in the manner set forth in Section 8.2(a) of the Indenture. If a Certificate Distribution Account is established pursuant to Section 8.2(a)(iii) of the Indenture, and such account ceases to be an Eligible Account, the Servicer, on behalf of the Owner Trustee, shall comply as necessary and appropriate with Section 5.4 of the Trust Agreement if the Certificate Distribution Account is not then held by the Owner Trustee or an Affiliate thereof. If any Trust Account ceases to be an Eligible Account, the Servicer shall comply with Section 8.3(b) of the Indenture.

(b) The Servicer may, but shall not be obligated to, select Permitted Investments with respect to funds on deposit in the Collection Account and the Reserve Account in accordance with Section 8.3 of the Indenture. The Servicer acknowledges that upon its written request and at no additional cost, it has the right to receive notification after the completion of each purchase and sale of Permitted Investments or the Indenture Trustee's receipt of a broker's confirmation. The Servicer agrees that such notifications shall not be provided by the Indenture Trustee hereunder, and the Indenture Trustee shall make available, upon request and in lieu of notifications, periodic account statements that reflect such investment activity.

SECTION 4.2 Remittances. The Servicer shall deposit an amount equal to all Collections into the Collection Account within the time, not to exceed two (2) Business Days after its receipt thereof, necessary for the Servicer to clear any payments of Collections received; provided, however, that the Servicer may deduct from such Collections all Unrelated Amounts to the extent such Unrelated Amounts have not been previously reimbursed to the Servicer. Pending deposit in the Collection Account, Collections may be used by the Servicer at its own risk and are not required to be segregated from its own funds.

SECTION 4.3 Additional Deposits and Payments. The Servicer will deposit into the Collection Account all amounts, if any, to be paid under Section 7.1 in connection with the Optional Purchase on the Business Day prior to such Optional Purchase.

ARTICLE V

THE SERVICER

SECTION 5.1 Representations of the Servicer. The Servicer makes the following representations as of the Closing Date on which the Issuer will be deemed to have relied in acquiring the Transferred Assets and which will survive the conveyance of the Transferred Assets

to the Issuer and the Grantor Trust and the pledge thereof by the Issuer and the Grantor Trust to the Indenture Trustee pursuant to the Indenture:

(a) Existence and Power. The Servicer is a [●] validly existing under the laws of the United States of America and has, in all material respects, all power and authority to carry on its business as it is now conducted. The Servicer 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 Servicer 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 Transferred Assets.

(b) Authorization and No Contravention. The execution, delivery and performance by the Servicer of this Agreement (i) have been duly authorized by all necessary action on the part of the Servicer 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 Servicer'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 Servicer 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 Transferred Assets or would not materially and adversely affect the ability of the Servicer to perform its obligations under this Agreement.

(d) Binding Effect. This Agreement constitutes the legal, valid and binding obligation of the Servicer enforceable against the Servicer 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 [●] 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 Servicer, threatened against the Servicer 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 Servicer of its obligations under this Agreement.

SECTION 5.2 Indemnities of Servicer. The Servicer will be liable in accordance herewith only to the extent of the obligations specifically undertaken by the Servicer under this Agreement, and hereby agrees to the following:

(a) The Servicer will indemnify, defend and hold harmless the Issuer, the Grantor Trust, the Grantor Trust Trustee, the Owner Trustee, the Indenture Trustee and the Seller from and against any and all costs, expenses, losses, claims, damages, and liabilities to the extent that such cost, expense, loss, claim, damage, or liability arose out of, or was imposed upon any such Person through, the negligence, willful misfeasance, or bad faith (other than errors in judgment) of the Servicer in the performance of its duties under this Agreement or any other Transaction Document to which it is a party, or by reason of its failure to perform its obligations or reckless disregard of its obligations and duties under this Agreement or any other Transaction Document to which it is a party.

(b) The Servicer will compensate and indemnify the Owner Trustee and the Grantor Trust Trustee to the extent and subject to the conditions set forth in Sections 8.1 and 8.2 of the Trust Agreement or Sections 8.1 and 8.2 of the Grantor Trust Agreement, respectively. The Servicer will compensate and indemnify the Indenture Trustee to the extent and subject to the conditions set forth in Section 6.7 of the Indenture, except to the extent that any cost, expense, loss, claim, damage or liability arises out of or is incurred in connection with the performance by the Indenture Trustee of the duties of a successor Servicer hereunder.

(c) Indemnification under this Section 5.2 by the Bank (or any successor thereto pursuant to Section 6.1), as Servicer, with respect to the period such Person was the Servicer, shall survive the termination of such Person as Servicer or a resignation by such Person as Servicer as well as the termination or assignment of this Agreement, the Trust Agreement and the Grantor Trust Agreement or the resignation or removal of the Owner Trustee, the Grantor Trust Trustee or the Indenture Trustee and shall include reasonable fees and expenses of counsel and expenses of litigation and those amounts incurred in connection with any action, claim or suit brought by the Indenture Trustee, the Grantor Trust Trustee or the Owner Trustee to enforce its right to indemnification. If the Servicer has made any indemnity payments pursuant to this Section 5.2 and the Person to or on behalf of whom such payments are made thereafter collects any of such amounts from others, such Person shall promptly repay such amounts to the Servicer, without interest.

SECTION 5.3 Merger or Consolidation of, or Assumption of the Obligations of, Servicer. Any Person (i) into which the Servicer may be merged or converted or with which it may be consolidated, to which it may sell or transfer its business and assets as a whole or substantially as a whole, (ii) resulting from any merger, sale, transfer conversion or consolidation to which the Servicer shall be a party, (iii) succeeding to the business of the Servicer or (iv) more than 50% of the voting stock or voting power and 50% or more of the economic equity of which is owned directly or indirectly by Bank of America Corp., which Person in any of the foregoing cases executes an agreement of assumption to perform every obligation of the Servicer under this Agreement, will be the successor to the Servicer under this Agreement without the execution or filing of any document or any further act on the part of any of the parties to this Agreement anything herein to the contrary notwithstanding. The Servicer shall provide prior notice of the effective date of any merger, conversion, consolidation or succession pursuant to this Section 5.3 to the Issuer, the Grantor Trust, the Grantor Trust Trustee, the Indenture Trustee, the Owner Trustee and the Seller.

SECTION 5.4 Limitation on Liability of Servicer and Others.

(a) Neither the Servicer (including in its capacity as custodian) nor any of the directors or officers or employees or agents of the Servicer (including in its capacity as custodian) shall be under any liability to the Issuer, the Indenture Trustee, the Grantor Trust, the Grantor Trust Trustee, the Owner Trustee, the Noteholders, the Certificateholders or the Retained Interest Lender, except as provided in Section 5.2 and as otherwise provided under this Agreement, for any action taken or for refraining from the taking of any action pursuant to this Agreement or for errors in judgment; *provided, however*, that this provision will not protect the Servicer or any such Person against any liability that would otherwise be imposed by reason of willful misfeasance or bad faith in the performance of duties or by reason of its failure to perform its obligations or of reckless disregard of obligations and duties under this Agreement, or by reason of negligence in the performance of its duties under this Agreement (except for errors in judgment). The Servicer (including in its capacity as custodian) and any director, officer or employee or agent of the Servicer (including in its capacity as custodian) may rely in good faith on any Opinion of Counsel or on any Officer's Certificate of the Seller or certificate of auditors believed to be genuine and to have been signed by the proper party in respect of any matters arising under this Agreement.

(b) Except as provided in this Agreement, the Servicer (including in its capacity as custodian) will not be under any obligation to appear in, prosecute or defend any legal action that is not incidental to its duties to service, or maintain custody of, the Receivables in accordance with this Agreement, and that in its opinion may involve it in any expense or liability; *provided, however*, that the Servicer (including in its capacity as custodian) may undertake any reasonable action that it may deem necessary or desirable in respect of this Agreement and the rights and duties of the parties to this Agreement and the interests of the Noteholders and the Certificateholders under this Agreement. In such event, the legal expenses and costs of such action and any liability resulting therefrom will be expenses, costs and liabilities of the Servicer.

SECTION 5.5 Subservicer and Delegation of Duties. The Servicer may, at any time without notice or consent, delegate (a) any or all of its duties (including, without limitation, its duties as custodian) under the Transaction Documents to any of its Affiliates or (b) specific duties (including, without limitation, its duties as custodian) to sub-contractors who are in the business of performing such duties; *provided*, that no such delegation or subcontracting shall relieve the Servicer of its responsibility with respect to such duties and the Servicer shall remain obligated and liable to the Issuer, the Grantor Trust and the Indenture Trustee for its duties hereunder as if the Servicer alone were performing such duties.

SECTION 5.6 The Bank Not to Resign as Servicer. Subject to the provisions of Sections 5.3 and 5.5, the Bank shall not resign from the obligations and duties hereby imposed on it as Servicer under this Agreement except upon determination that the performance of its duties under this Agreement is no longer permissible under applicable law. Notice of any such determination permitting the resignation of the Bank will be communicated to the Issuer, the Grantor Trust, the Grantor Trust Trustee, the Indenture Trustee and Owner Trustee at the earliest practicable time (and, if such communication is not in writing, will be confirmed in writing at the earliest practicable time) and any such determination will be evidenced by an Opinion of Counsel to such effect delivered to the Issuer, the Grantor Trust, the Grantor Trust Trustee, the Indenture Trustee and Owner Trustee concurrently with or promptly after such notice. No such resignation

shall become effective until a successor Servicer has assumed the responsibilities and obligations of the Bank as Servicer.

SECTION 5.7 Servicer May Own Notes and Certificates. The Servicer, and any Affiliate of the Servicer, may, in its individual or any other capacity, become the owner or pledgee of Notes, Certificates and the Retained Interest Loan with the same rights as it would have if it were not the Servicer 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, Certificates and the Retained Interest Loan so owned by or pledged to the Servicer or such Affiliate will have an equal and proportionate benefit under the provisions of this Agreement, without preference, priority or distinction as among all of the Noteholders, Certificateholders and the holders of the Retained Interest Loan.

ARTICLE VI

REPLACEMENT OF SERVICER

SECTION 6.1 Replacement of Servicer.

(a) If a Servicer Replacement Event shall have occurred and be continuing, the Relevant Trustee shall, at the written direction of 66 $\frac{2}{3}$ % of the Note Balance of the Outstanding Notes of the Controlling Class (or, if no Notes are Outstanding, the Majority Certificateholders), by notice given to the Servicer, the Grantor Trust Trustee, the Owner Trustee, the Issuer, the Grantor Trust, the Retained Interest Lender, the Administrator, the Certificateholders and the Noteholders, terminate the rights and obligations of the Servicer under this Agreement with respect to the Receivables. In the event the Servicer is removed or resigns as Servicer with respect to servicing the Receivables, the Relevant Trustee, acting at the written direction of 66 $\frac{2}{3}$ % of the Note Balance of the Outstanding Notes of the Controlling Class (or, if no Notes are Outstanding, the Majority Certificateholders), shall appoint a successor Servicer. Upon the Servicer's receipt of notice of termination the predecessor Servicer will continue to perform its functions as Servicer under this Agreement only until the date specified in such termination notice or, if no such date is specified in such termination notice, until receipt of such notice. If a successor Servicer has not been appointed at the time when the predecessor Servicer ceases to act as Servicer in accordance with this Section, the Indenture Trustee without further action will automatically be appointed the successor Servicer. Notwithstanding the above, the Indenture Trustee, if it is legally unable or is unwilling to so act in its sole discretion, will appoint, or petition a court of competent jurisdiction to appoint, a successor Servicer. Any successor Servicer shall be an established institution having a net worth of not less than \$100,000,000 and whose regular business includes the servicing of comparable motor vehicle receivables. If the Indenture Trustee shall become successor Servicer hereunder, it shall not be liable for the acts or omissions by the predecessor Servicer. Notwithstanding anything to the contrary contained herein or in the Transaction Documents, if the Indenture Trustee shall act as successor Servicer, it shall not in any event have obligations (including indemnities other than those resulting from the actions of the successor Servicer as successor Servicer) (i) with respect to the repurchase of the Receivables, (ii) to pay any fees, expenses and other amounts owing to the Administrator, Owner Trustee, Grantor Trust Trustee, Indenture Trustee, or any successor custodian, or (iii) to pay any indemnities owed by the Servicer

or (iv) the fees and expenses of Independent Accountants or expenses incurred in connection with distributions and reports to the Noteholders.

(b) Noteholders holding not less than a majority of the Note Balance of the Outstanding Notes of the Controlling Class (or, if no Notes are Outstanding, the Majority Certificateholders) may waive any Servicer Replacement Event. Upon any such waiver, such Servicer Replacement Event shall cease to exist and be deemed to have been cured and not to have occurred and any Servicer Replacement Event arising therefrom shall be deemed not to have occurred for every purpose of this Agreement, but no such waiver shall extend to any prior, subsequent or other Servicer Replacement Event or impair any right consequent thereto.

(c) If replaced, the Servicer agrees that it will use commercially reasonable efforts to effect the orderly and efficient transfer of the servicing of the Receivables to a successor Servicer, and the Servicer shall cooperate with and assist such successor Servicer. All reasonable costs and expenses incurred in connection with transferring the Receivable Files to the successor Servicer and all other reasonable costs and expenses incurred in connection with the transfer to the successor Servicer related to the performance by the Servicer hereunder will be paid by the predecessor Servicer upon presentation of reasonable documentation of such costs and expenses.

(d) Upon the effectiveness of the assumption by the successor Servicer of its duties pursuant to this Section 6.1, the successor Servicer shall be the successor in all respects to the Servicer in its capacity as Servicer under this Agreement with respect to the Receivables, and shall be subject to all the responsibilities, duties and liabilities relating thereto, except with respect to the obligations of the predecessor Servicer that survive its termination as Servicer, including indemnification obligations as set forth in Section 5.2(c). In such event, the Indenture Trustee, the Grantor Trust Trustee and the Owner Trustee are hereby authorized and empowered (but not obligated) to execute and deliver, on behalf of the predecessor Servicer, as attorney-in-fact or otherwise, any and all documents and other instruments, and to do or accomplish all other acts or things necessary or appropriate to effect the purposes of such termination and replacement of the Servicer, whether to complete the transfer and endorsement of the Receivables and related documents, or otherwise. No Servicer shall resign or be relieved of its duties under this Agreement, as Servicer of the Receivables, until a newly appointed Servicer for the Receivables shall have assumed the responsibilities and obligations of the resigning or terminated Servicer under this Agreement.

(e) In connection with such appointment, the Issuer may make such arrangements for the compensation of the successor Servicer out of Available Funds as it and such successor Servicer shall agree; *provided, however*, that no such compensation will be in excess of the amount paid to the predecessor Servicer under this Agreement. Notwithstanding anything to the contrary contained herein, in no event shall the Indenture Trustee be liable for any servicing fee or for any differential in the amount of the servicing fee paid hereunder and the amount necessary to induce any successor Servicer to act as successor Servicer hereunder.

SECTION 6.2 Notification to Noteholders, Certificateholders and Retained Interest Lender. Upon any termination of, or appointment of a successor to, the Servicer pursuant to this Article VI, the Relevant Trustee will give prompt (but in no case later than five (5) Business Days after such occurrence) written notice thereof to the Owner Trustee, the Issuer and the Administrator

and to the Noteholders, Certificateholders and Retained Interest Lender, as applicable, at their respective addresses of record.

ARTICLE VII

OPTIONAL PURCHASE

SECTION 7.1 Optional Purchase of Trust Estate. The Servicer shall have the right at its option (the “Optional Purchase”) to purchase the Grantor Trust Estate (which, for the avoidance of doubt, does not include the Reserve Account) from the Grantor Trust on any Payment Date if both of the following conditions are satisfied: (a) as of the last day of the related Collection Period, the Net Pool Balance has declined to [10]% or less of the Net Pool Balance as of the Cut-Off Date; and (b) the sum of the Optional Purchase Price and Available Funds for such Payment Date would be sufficient to pay (x) the amounts required to be paid under clauses [first] through [ninth] and [eleventh] of Section 8.5(a) of the Indenture (assuming that such Payment Date is not a Redemption Date) and (y) the Note Balance of the Outstanding Notes (after giving effect to the payments described in the preceding clause (x)). The purchase price for the Grantor Trust Estate (the “Optional Purchase Price”) shall equal the Adjusted Pool Balance as of the last day of the Collection Period immediately preceding the Redemption Date, which amount (net of any Collections deposited into the Collection Account after the last day of the Collection Period immediately preceding the Redemption Date) shall be deposited by the Servicer into the Collection Account on or prior to the close of business on the Business Day prior to the Redemption Date. If the Servicer, exercises the Optional Purchase, the Notes shall be redeemed on the related Payment Date for the Redemption Price.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

SECTION 8.1 Amendment.

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

- (i) the Servicer delivers an Opinion of Counsel or an Officer’s Certificate 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 Servicer 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 Servicer, 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 Retained Interest Lender, the Issuer, the Grantor Trust, the Grantor Trust Trustee, the Owner Trustee or any other Person; *provided, however*, that the Servicer shall provide written notification of such amendment to the Indenture Trustee, the Issuer, the Owner Trustee and promptly after the execution of any such amendment, the Servicer 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 Servicer, 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 8.1, the Servicer shall provide written notification of the substance of such amendment to each Rating Agency; and promptly after the execution of any such amendment, the Servicer shall furnish a copy of such amendment to each Rating Agency, the Issuer, the Grantor Trust Trustee, the Owner Trustee and the Indenture Trustee; *provided*, that no amendment pursuant to this Section 8.1 shall be effective which materially and adversely affects the rights, protections or duties of the Indenture Trustee, the Grantor Trust, the Grantor Trust Trustee, or the Owner Trustee without the prior written consent of such Person.

(e) Prior to the execution of any amendment to this Agreement, the Grantor Trust Trustee, 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 an Officer's Certificate of the Servicer that all conditions precedent to the execution and delivery of such amendment have been satisfied. The Grantor Trust Trustee, the Owner Trustee and the Indenture Trustee may, but shall not be obligated to, enter into any such amendment which materially and adversely affects the Grantor Trust Trustee's, the Owner Trustee's or the Indenture Trustee's, as applicable, own rights, privileges, indemnities, duties or obligations under this Agreement, the Transaction Documents or otherwise.

(f) Notwithstanding subsections (a) and (c) of this Section 8.1, this Agreement may only be amended by the Servicer 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 Servicer 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 8.1.

(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 8.2 Protection of Title.

(a) The Servicer shall maintain (or shall cause its Sub-Servicer to maintain) in accordance with its Customary Servicing Practices accounts and records as to each Receivable accurately and in sufficient detail to permit (i) the reader thereof to know at any time the status of such Receivable, including payments and recoveries made and payments owing (and the nature of each) and (ii) reconciliation between payments or recoveries on (or with respect to) each Receivable and the amounts from time to time deposited in the Collection Account in respect of such Receivable.

(b) The Servicer shall maintain (or shall cause its Sub-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) that refer to a Receivable shall indicate clearly the interest of the Grantor Trust in such Receivable and that such Receivable is owned by the Grantor Trust and has been pledged to the Indenture Trustee on behalf of the Noteholders pursuant to the Indenture. Indication of the Grantor Trust'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, repurchased by the Bank pursuant to Section 3.8(c) of the Sale Agreement or purchased by the Servicer pursuant to 7.1.

(c) If at any time the Servicer 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 Servicer 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 and has been pledged to the Indenture Trustee on behalf of the Noteholders.

SECTION 8.3 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 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 the 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 8.4 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 8.5 Headings. The section headings hereof have been inserted for convenience of reference only and shall not be construed to affect the meaning, construction or effect of this Agreement.

SECTION 8.6 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. Each of the Issuer, the Grantor Trust and the Servicer agrees to give the

Indenture Trustee written notice if such party uses an electronic signature service (such as DocuSign) in order to execute this Agreement or any related document.

SECTION 8.7 Waivers. No failure or delay on the part of the Servicer, the Issuer 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 any party hereto in any case shall entitle it to any notice or demand in similar or other circumstances. No waiver or approval by any party hereto 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 8.8 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 with respect to the subject matter thereof or hereof.

SECTION 8.9 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 8.10 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 8.11 Not Applicable to the Bank in Other Capacities. Nothing in this Agreement shall affect any obligation the Bank may have in any other capacity.

SECTION 8.12 Cumulative Remedies. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 8.13 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 or 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 8.14 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 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 such 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 8.3;

(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 action, 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 8.15 Limitation of Liability.

(a) 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, each of 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 each of the Trust Agreement and the Grantor Trust Agreement, as applicable.

(b) Notwithstanding anything contained herein to the contrary, this Agreement has been executed and delivered by [●], not in its individual capacity but solely as Indenture Trustee, and in no event shall it have any liability for the representations, warranties, covenants, agreements or other obligations of the Issuer or the Grantor Trust under the Notes, the Certificates or the Retained Interest Loan or any of the other Transaction Documents or in any of the certificates, notices or agreements delivered pursuant thereto, as to all of which recourse shall be had solely to the assets of the Issuer and the Grantor Trust; provided that the Indenture Trustee shall be responsible for its actions as Indenture Trustee hereunder and under the Indenture. Under no circumstances shall the Indenture Trustee be personally liable for the payment of any indebtedness or expense of the Issuer or the Grantor Trust or be liable for the breach or failure of any obligations, representation, warranty or covenant made or undertaken by the Issuer or the Grantor Trust under the Transaction Documents. For the purposes of this Agreement, in the performance of its duties or obligations hereunder, the Indenture Trustee shall be subject to, and entitled to the benefits of, the terms and provisions of Article VI of the Indenture.

SECTION 8.16 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 (i) each of the Owner Trustee and the Grantor Trust Trustee shall be an express third party beneficiary hereof and may enforce the provisions hereof as if it were a party hereto (ii) and the Seller shall be an express third party beneficiary of Section 8.18 and may enforce such provisions as if it were a party hereto. Except as otherwise provided in this Section, no other Person will have any right hereunder.

SECTION 8.17 Information Requests.

(a) The parties hereto shall provide any information reasonably requested by the Servicer, the Issuer, the Grantor Trust, the Seller or any of their Affiliates, in order to comply with or obtain more favorable treatment under any current or future law, rule, regulation, accounting rule or principle.

(b) The Servicer shall furnish to the Indenture Trustee from time to time information (which is in the possession of the Servicer and is freely deliverable) related to the transactions contemplated by the Transaction Documents as the Indenture Trustee shall reasonably request.

SECTION 8.18 Information to Be Provided by the Indenture Trustee. The Indenture Trustee shall provide the Seller and the Servicer (each, a “Transaction Party” and, collectively, the “Transaction Parties”) with (i) notification, as soon as practicable and in any event within ten (10) Business Days of all demands communicated to a Responsible Officer of the Indenture Trustee for

the repurchase or replacement of any Receivable pursuant to the Transaction Documents and (ii) promptly upon request by a Transaction Party, any other information reasonably requested by a Transaction Party to facilitate compliance by the Transaction Parties with Rule 15Ga-1 under the Exchange Act. In no event shall the Indenture Trustee be deemed to be a “securitizer” as defined in Section 15G(a) of the Exchange Act nor shall it have any responsibility for making any filing to be made by a securitizer under the Exchange Act.

[Signatures Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

**BANK OF AMERICA, NATIONAL
ASSOCIATION,**
as Servicer

By: _____
Name:
Title:

BANK OF AMERICA AUTO TRUST [●],

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

By: _____
Name:
Title:

**BANK OF AMERICA AUTO GRANTOR
TRUST [●],**

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

By: _____
Name:
Title

[•],
not in its individual capacity
but solely as Indenture Trustee

By: _____
Name:
Title:

EXHIBIT A

FORM OF SERVICER'S CERTIFICATE