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**FORM OF ADMINISTRATION AGREEMENT**

**between**

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

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

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

**and**

**[●],  
as Indenture Trustee**

**Dated as of [●], 2023**

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THIS ADMINISTRATION AGREEMENT (as amended, supplemented or otherwise modified and in effect from time to time, this “Agreement”), dated as of [●], 2023, is between 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, as administrator (the “Bank” or in its capacity as administrator, the “Administrator”), and [●], not in its individual capacity, but solely as indenture trustee (the “Indenture Trustee”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned such terms 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 Bank of America Auto Receivables Securitization, LLC, a Delaware limited liability company (the “Seller”), and the Issuer, which contains rules as to usage and other interpretive provisions that are applicable herein.

W I T N E S S E T H:

WHEREAS, the Seller and [●] (the “Owner Trustee”) have entered into the Third Amended and Restated Trust Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified and in effect from time to time, the “Trust Agreement”);

WHEREAS, the Issuer and [●] (the “Grantor Trust Trustee”) have entered into the Amended and Restated Trust Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified and in effect from time to time, the “Grantor Trust Agreement”);

WHEREAS, the Issuer has issued the Notes pursuant to the Indenture, has issued the Certificates pursuant to the Trust Agreement and has entered into the Retained Interest Loan pursuant to the Loan Agreement and has entered into certain agreements in connection therewith, including, (i) the Sale Agreement, (ii) the Servicing Agreement, (iii) the Indenture, (iv) the Contribution Agreement, (v) the Grantor Trust Agreement, (vi) the Loan Agreement and (vii) the Depository Agreement (the Trust Agreement and each of the agreements referred to in clauses (i) through (viii) are referred to herein collectively as the “Issuer Documents”);

WHEREAS, the Grantor Trust has issued the Grantor Trust Certificate pursuant to the Grantor Trust Agreement and has entered into certain agreements in connection therewith, including, (i) the Servicing Agreement, (ii) the Indenture and (iii) the Contribution Agreement (the Grantor Trust Agreement and each of the agreements referred to in clauses (i) through (iii) are referred to herein collectively as the “Grantor Trust Documents”);

WHEREAS, to secure payment of the Notes, the Issuer and the Grantor Trust have pledged the Collateral to the Indenture Trustee for the benefit of the Noteholders pursuant to the Indenture;

WHEREAS, pursuant to the Issuer Documents and the Grantor Trust Documents, the Issuer and the Grantor Trust are required to perform certain duties;

WHEREAS, the Issuer and the Grantor Trust desire to have the Administrator administer the affairs of the Issuer and the Grantor Trust and perform certain of the duties of the Issuer and the Grantor Trust, and to provide such additional services consistent with this Agreement and the

Issuer Documents and the Grantor Trust Documents as the Issuer and the Grantor Trust, respectively, may from time to time request;

WHEREAS, the Administrator has the capacity to provide the services required hereby and is willing to perform such services for the Issuer and the Grantor Trust on the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual terms and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Duties of the Administrator.

(a) Duties with Respect to the Issuer Documents and the Grantor Trust Documents. The Administrator shall perform all of its duties as Administrator under this Agreement, the Issuer Documents and the Grantor Trust Documents and the duties and obligations of the Issuer under the Issuer Documents and the Grantor Trust under the Grantor Trust Documents; *provided, however*, except as otherwise provided in the Issuer Documents, that the Administrator shall have no obligation to make any payment required to be made by the Issuer or the Grantor Trust under any Issuer Document or Grantor Trust Document. In addition, the Administrator shall consult with the Issuer and the Owner Trustee regarding the Issuer's duties and obligations under the Issuer Documents and with the Grantor Trust and the Grantor Trust Trustee regarding the Grantor Trust's duties and obligations under the Grantor Trust Documents. The Administrator shall monitor the performance of the Issuer and the Grantor Trust and shall advise the Issuer or the Grantor Trust, as applicable, when action is necessary to comply with such Person's duties and obligations under the Issuer Documents or the Grantor Trust Documents, respectively. Other than such items to be performed by the Owner Trustee pursuant to Section 5.3 of the Trust Agreement, by the Grantor Trust Trustee pursuant to Section 5.2 of the Grantor Trust Agreement and the Certificate Paying Agent pursuant to Section 5.4 of the Trust Agreement and by the Paying Agent pursuant to Section 6.6(a) and (b) of the Indenture, the Administrator shall perform such calculations, and shall prepare for execution by the Issuer and the Grantor Trust or shall cause the preparation by other appropriate Persons of all such documents, reports, filings, instruments, certificates, notices and opinions as it shall be the duty of the Issuer and the Grantor Trust to prepare, execute, file or deliver pursuant to the Issuer Documents and the Grantor Trust Documents. In furtherance of the foregoing, the Administrator shall take all appropriate action that is the duty of the Issuer to take pursuant to the Issuer Documents and of the Grantor Trust to take pursuant to the Grantor Trust Documents, and shall prepare, execute, file and deliver on behalf of the Issuer and the Grantor Trust, as applicable, all such documents, reports, filings, instruments, certificates, notices and opinions as it shall be the duty of such Person to prepare, execute, file or deliver pursuant to the Issuer Documents, the Grantor Trust Documents or otherwise by law.

(b) Notices to Rating Agencies. The Administrator, on behalf of the Issuer, shall give notice to each Rating Agency of (i) any amendment to the Purchase Agreement pursuant to Section 4.6 of the Purchase Agreement; (ii) any amendment to the Sale

Agreement pursuant to Section 4.6 if the Sale Agreement; (iii) the termination of, and/or appointment of a successor to, the Servicer pursuant to Sections 6.1 and 6.2 of the Servicing Agreement; (iv) any waiver of a Servicer Replacement Event pursuant to Section 6.1(b) of the Servicing Agreement; (v) any amendment to the Servicing Agreement pursuant to Section 8.1 of the Servicing Agreement; (vi) any Officer's Certificate delivered pursuant to Section 3.12 of the Indenture with respect to any Event of Default under the Indenture; (vii) any officer's certificate of the Issuer delivered pursuant to Section 3.9 of the Indenture; (viii) any resignation or removal of the Indenture Trustee pursuant to Section 6.8 of the Indenture; (ix) any merger or consolidation of the Indenture Trustee pursuant to Section 6.9 of the Indenture; (x) any notice of Default pursuant to Section 6.5 of the Indenture; (xi) any supplemental indenture pursuant to Section 9.1 or 9.2 of the Indenture; (xii) any notice of merger, consolidation or succession of the Servicer pursuant to Section 5.3 of the Servicing Agreement; (xiii) any amendment pursuant to Section 12 of this Agreement; (xiv) redemption of the Notes pursuant to Sections 10.1 and 10.2 of the Indenture; and (xv) any merger or consolidation of the Seller pursuant to Section 3.4 of the Sale Agreement, which notice shall be given promptly upon the Administrator being notified thereof by the Purchaser, the Owner Trustee (to the extent a Responsible Officer of the Owner Trustee has received written notice thereof), the Indenture Trustee (to the extent a Responsible Officer of the Indenture Trustee has received written notice in accordance with the terms of the applicable Transaction Document or has actual knowledge thereof) or the Servicer.

(c) Dissolution of the Issuer or the Grantor Trust. Upon dissolution of the Issuer, the Administrator shall wind up the business and affairs of the Issuer in accordance with Section 9.2 of the Trust Agreement. Upon dissolution of the Grantor Trust, the Administrator shall wind up the business and affairs of the Grantor Trust in accordance with Section 9.2 of the Grantor Trust Agreement.

(d) No Action by Administrator. Notwithstanding anything to the contrary in this Agreement, the Administrator shall not be obligated to, and shall not, take any action that the Issuer or the Grantor Trust directs the Administrator not to take or which would result in a violation or breach of the Issuer's or Grantor Trust's covenants, agreements or obligations under any of the Issuer Documents or Grantor Trust Documents, as applicable.

(e) Non-Ministerial Matters; Exceptions to Administrator Duties.

(i) Notwithstanding anything to the contrary in this Agreement, with respect to matters related to the Issuer that in the reasonable judgment of the Administrator are non-ministerial, the Administrator shall not take any action unless, within a reasonable time before the taking of such action, the Administrator shall have notified the Issuer of the proposed action and the Issuer shall not have withheld consent or provided an alternative direction. For the purpose of the preceding sentence, "non-ministerial matters" shall include, without limitation:

(A) the initiation of any claim or lawsuit by the Issuer and the compromise of any action, claim or lawsuit brought by or against the Issuer;

(B) the appointment of successor Note Registrars, successor Paying Agents, successor Indenture Trustees, successor Administrators or successor Servicers, or the consent to the assignment by the Note Registrar, the Paying Agent or the Indenture Trustee of its obligations under the Indenture; and

(C) the removal of the Indenture Trustee.

(ii) Notwithstanding anything to the contrary in this Agreement, with respect to matters related to the Grantor Trust that in the reasonable judgment of the Administrator are non-ministerial, the Administrator shall not take any action unless, within a reasonable time before the taking of such action, the Administrator shall have notified the Grantor Trust of the proposed action and the Grantor Trust shall not have withheld consent or provided an alternative direction. For the purpose of the preceding sentence, “non-ministerial matters” shall include, without limitation the initiation of any claim or lawsuit by the Grantor Trust and the compromise of any action, claim or lawsuit brought by or against the Grantor Trust.

(iii) Notwithstanding anything to the contrary in this Agreement, the Administrator shall not be obligated to, and shall not, (x) make any payments to the Noteholders, Certificateholders or the Retained Interest Lender under the Transaction Documents, (y) except as provided in the Transaction Documents, sell the Collateral or (z) take any other action that the Issuer or the Grantor Trust directs the Administrator not to take on its behalf.

2. Records. The Administrator shall maintain appropriate books of account and records relating to services performed hereunder, which books of account and records shall be accessible for inspection upon reasonable written request by the Issuer, the Grantor Trust, the Seller and the Indenture Trustee at any time during normal business hours.

3. Compensation; Payment of Fees and Expenses; Indemnification. As compensation for the performance of the Administrator’s obligations under this Agreement and as reimbursement for its expenses related thereto, the Issuer shall cause the Servicer to pay to the Administrator such reasonable amounts agreed between the Servicer and the Administrator, which shall be solely an obligation of the Servicer. The Administrator and any director, officer, employee or agent of the Administrator shall be entitled to indemnification by the Servicer and held harmless against any loss, liability or expense (including reasonable attorney’s fees) incurred in connection with (i) any claim or legal action relating to this Agreement or (ii) the performance of any of the Administrator’s duties under this Agreement, unless the loss, liability or expense was incurred by reason of its own grossly negligent actions, its own grossly negligent failure to act or its own willful misconduct in the performance of any of the Administrator’s duties under this Agreement.

4. Independence of the Administrator. For all purposes of this Agreement, the Administrator shall be an independent contractor and shall not be subject to the supervision of the Issuer or the Grantor Trust with respect to the manner in which it accomplishes the performance of its obligations hereunder. Unless expressly authorized by the Issuer or the Grantor Trust, the Administrator shall have no authority to act for or to represent the Issuer or the Grantor Trust, respectively in any way (other than as permitted hereunder) and shall not otherwise be deemed an agent of the Issuer or the Grantor Trust.

5. No Joint Venture. Nothing contained in this Agreement (i) shall constitute the Administrator and the Issuer or the Grantor Trust as members of any partnership, joint venture, association, syndicate, unincorporated business or other separate entity, (ii) shall be construed to impose any liability as such on the Administrator or the Issuer and the Grantor Trust or (iii) shall be deemed to confer on the Administrator or the Issuer and the Grantor Trust any express, implied or apparent authority to incur any obligation or liability on behalf of the other.

6. Other Activities of the Administrator. Nothing herein shall prevent the Administrator or its Affiliates from engaging in other businesses or, in its sole discretion, from acting in a similar capacity as an Administrator for any other Person even though such Person may engage in business activities similar to those of the Issuer, the Grantor Trust, the Owner Trustee, the Grantor Trust Trustee or the Indenture Trustee.

7. Representations of the Administrator. The Administrator represents to the Issuer, the Grantor Trust and the Indenture Trustee as of the Closing Date as follows:

(a) Existence and Power. The Administrator is a national banking association 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 Administrator 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 Administrator to perform its obligations under this Agreement or affect the enforceability or collectability of the Receivables or any other part of the Collateral.

(b) Authorization and No Contravention. The execution, delivery and performance by the Administrator of the Transaction Documents to which it is a party (i) have been duly authorized by all necessary action on the part of the Administrator 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 any of such agreements or which, individually or in the aggregate, would not materially and adversely affect the transactions contemplated by, or the Administrator'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 Administrator 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 collectibility of the Receivables or any other part of the Collateral or would not materially and adversely affect the ability of the Administrator to perform its obligations under this Agreement.

(d) Binding Effect. This Agreement constitutes the legal, valid and binding obligation of the Administrator enforceable against the Administrator 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 national banking associations from time to time in effect or by general principles of equity.

8. Administrator Replacement Events; Termination of the Administrator.

(a) Subject to clauses (d) and (e) below, the Administrator may resign from its duties hereunder by providing the Issuer and the Grantor Trust with at least sixty (60) days' prior written notice.

(b) Subject to Section 3.15 of the Indenture, the Issuer may remove the Administrator without cause by providing the Administrator with at least sixty (60) days' prior written notice.

(c) The occurrence of any one of the following events (each, an "Administrator Replacement Event") shall also entitle the Issuer, subject to Section 21 hereof, to terminate and replace the Administrator:

(i) any failure by the Administrator to duly observe or perform in any material respect any of its covenants or agreements in this Agreement, which failure materially and adversely affects the rights of the Issuer, the Noteholders or the Certificateholders, and which continues unremedied for a period of ninety (90) days after discovery thereof by a Responsible Officer of the Administrator or receipt by the Administrator of written notice thereof from the Indenture Trustee (to the extent a Responsible Officer of the Indenture Trustee has actual knowledge or has received written notice thereof in accordance with the terms of this Agreement) or Noteholders evidencing at least a majority of the Outstanding Note Balance (or, if no Notes are Outstanding, by the Majority Certificateholders); or

(ii) the Administrator suffers a Bankruptcy Event;

*provided, however*, that if any delay or failure of performance referred to in clause (c)(i) above shall have been caused by a Force Majeure Event or other similar occurrence, the ninety (90) day grace period referred to in such clause (c)(i) shall be extended for an additional sixty (60) days.

(d) If an Administrator Replacement Event shall have occurred, the Issuer may, subject to Section 21 hereof, by notice given to the Administrator, the Grantor Trust, the Indenture Trustee, the Grantor Trust Trustee and the Owner Trustee, terminate



all or a portion of the rights and powers of the Administrator under this Agreement, including the rights of the Administrator to receive the annual fee for services hereunder for all periods following such termination; *provided, however*, that such termination shall not become effective until such time as the Issuer, subject to Section 21 hereof, shall have appointed a successor Administrator in the manner set forth below. Upon any such termination, upon a removal of the Administrator pursuant to Section 8(b) hereof or upon a resignation of the Administrator in accordance with Section 8(a) hereof, all rights, powers, duties and responsibilities of the Administrator under this Agreement shall vest in and be assumed by any successor Administrator appointed by the Issuer, subject to Section 21 hereof, pursuant to a management or administration agreement between the Issuer, the Grantor Trust and such successor Administrator, containing substantially the same provisions as this Agreement (including with respect to the amount of compensation to be received by such successor Administrator from the Servicer), and the successor Administrator is hereby irrevocably authorized and empowered to execute and deliver, on behalf of the Administrator, as attorney-in-fact or otherwise, all documents and other instruments, and to do or accomplish all other acts or things necessary or appropriate to effect such vesting and assumption. Further, in such event, the Administrator shall use its commercially reasonable efforts to effect the orderly and efficient transfer of the administration of the Issuer and the Grantor Trust to the new Administrator. No resignation or removal of the Administrator shall be effective until a successor Administrator shall have been appointed by the Issuer, subject to Section 21 hereof.

(e) The Issuer, subject to Section 21 hereof, may waive in writing any Administrator Replacement Event by the Administrator in the performance of its obligations hereunder and its consequences. Upon any such waiver of a past Administrator Replacement Event, such Administrator Replacement Event shall cease to exist, and any Administrator Replacement Event arising therefrom shall be deemed to have been remedied for every purpose of this Agreement. No such waiver shall extend to any subsequent or other Administrator Replacement Event or impair any right consequent thereon.

9. Action upon Termination or Removal. Promptly upon the effective date of termination, removal or resignation of the Administrator pursuant to Section 8, the Administrator shall be entitled to be paid by the Servicer all fees and reimbursable expenses accruing to it to the date of such termination, removal or resignation, as applicable.

10. Liens. The Administrator will not directly or indirectly create, allow or suffer to exist any Lien on the Collateral other than Permitted Liens.

11. Notices. 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 facsimile number or 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 Registrar, 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).

12. Amendment.

(a) Any term or provision of this Agreement may be amended by the Administrator 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 Administrator 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 Administrator notifies the Indenture Trustee in writing that the Rating Agency Condition is satisfied with respect to such amendment.

(b) Any term or provision of this Agreement may also be amended from time to time by the Administrator, for the purpose of conforming the terms of this Agreement to the description thereof in the Offering Memorandum or, to the extent not contrary to the Offering Memorandum, to the description thereof in the Private Placement Memorandum, without the consent of the Indenture Trustee, any Noteholder, any Certificateholder, the Retained Interest Lender, the Issuer, the Grantor Trust, the Grantor Trust Trustee, the Owner Trustee or any other Person; *provided, however*, that the Administrator 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 Administrator 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 Administrator, with the consent of the Holders of Notes evidencing not less than a majority of the Note Balance of the Outstanding Notes of the Controlling Class, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement or of modifying in any manner the rights of the Noteholders or the Certificateholders. It will not be necessary to obtain the consent of the 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 12, the Administrator 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 12 shall be effective which materially and adversely affects the rights, protections, indemnities, immunities 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 Administrator 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 (b) of this Section 12, this Agreement may only be amended by the Administrator 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 Administrator or an Opinion of Counsel delivered to the Indenture Trustee and the Owner Trustee, materially and adversely affect the interests of the Certificateholders. In determining whether 100% of the aggregate Percentage Interests is then beneficially owned by the Bank and/or its Affiliates for purposes of clause (i), any party shall be entitled to rely on an Officer's Certificate or similar certification of the Bank or any Affiliate thereof to such effect. For the avoidance of doubt, no consent of the Certificateholders or delivery of any such Opinion of Counsel or Officer's Certificate shall be required in connection with an amendment to this Agreement pursuant to subsection (b) of this Section 12.

(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.

13. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

**(a) 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.**

(b) Each of the parties hereto hereby irrevocably and unconditionally:

(i) 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;

(ii) 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 Proceeding in any such court or that such Proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(iii) 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 11 of this Agreement;

(iv) 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

**(v) 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.**

14. 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.

15. 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 Administrator 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.

16. 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.

17. 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.

18. Not Applicable to the Bank in Other Capacities; Merger of the Administrator.

(a) Nothing in this Agreement shall affect any obligation the Bank may have in any other capacity.

(b) Any Person (i) into which the Administrator 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 Administrator shall be a party, (iii) succeeding to the business of the Administrator 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 Administrator under this Agreement, will be the successor to the Administrator 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 Administrator shall provide prior notice of the effective date of any merger, conversion, consolidation or succession pursuant to this Section 18 to the Issuer, the Grantor Trust, the Grantor Trust Trustee, the Indenture Trustee, the Owner Trustee and the Seller.

19. Benefits of the Administration Agreement. Nothing in this Agreement, expressed or implied, shall give to any Person other than the parties hereto and their successors hereunder, the Owner Trustee, the Grantor Trust Trustee and any separate trustee or co-trustee appointed under Section 6.10 of the Indenture any benefit or any legal or equitable right, remedy or claim under this Agreement. For the avoidance of doubt, each of the Owner Trustee and the Grantor Trust Trustee is a third party beneficiary of this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

20. Delegation of Duties. The Administrator may, at any time without notice or consent, delegate (a) any or all of its duties under the Transaction Documents to any of its Affiliates or (b) specific duties to sub-contractors or other professional services firms (including accountants, outside legal counsel or similar concerns) who are in the business of performing such duties; *provided*, that no such delegation shall relieve the Administrator of its responsibility with respect to such duties and the Administrator shall remain obligated hereunder as if the Administrator alone were performing such duties.

21. Assignment. Each party hereto hereby acknowledges and consents to the mortgage, pledge, assignment and Grant of a security interest by the Issuer and the Grantor Trust to the Indenture Trustee pursuant to the Indenture for the benefit of the Noteholders of all of the Issuer's and the Grantor Trust's rights under this Agreement. In addition, the Administrator hereby acknowledges and agrees that for so long as any Notes are outstanding, the Indenture Trustee will have, pursuant to the Transaction Documents, the right to exercise all waivers and consents, rights, remedies, powers, privileges and claims of the Issuer and the Grantor Trust under this Agreement pursuant to the Grant of such security interest.

22. 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.

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

24. Compliance with the FDIC Rule. The Administrator (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.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the day and year first above written.

**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:



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

By: \_\_\_\_\_

Name:

Title:

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

By: \_\_\_\_\_

Name:

Title: