**Exhibit 10.1**

**PURCHASE AGREEMENT**

dated as of May 19, 2020

between

**VW CREDIT, INC.**

and

**VOLKSWAGEN AUTO LEASE/LOAN UNDERWRITTEN FUNDING, LLC**

**TABLE OF CONTENTS**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |
|  |  |  |  | Page | |  |
| ARTICLE I DEFINITIONS AND USAGE | | |  |  | 1 |  |
|  |  | |  | | | |
| SECTION 1.1 |  | Definitions |  |  | 1 |  |
|  |  | |  | | | |
| SECTION 1.2 |  | Other Interpretive Provisions |  |  | 1 |  |
|  | | |  | | | |
| ARTICLE II PURCHASE | | |  |  | 2 |  |
|  |  | |  | | | |
| SECTION 2.1 |  | Agreement to Sell and Contribute on the Closing Date |  |  | 2 |  |
|  |  | |  | | | |
| SECTION 2.2 |  | Consideration and Payment |  |  | 2 |  |
|  | | |  | | | |
| ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS | | |  |  | 2 |  |
|  |  | |  | | | |
| SECTION 3.1 |  | Representations and Warranties of VCI |  |  | 2 |  |
|  |  | |  | | | |
| SECTION 3.2 |  | Representations and Warranties of VCI Regarding the Purchased Assets |  |  | 3 |  |
|  |  | |  | | | |
| SECTION 3.3 |  | Representations and Warranties of VCI as to each Receivable |  |  | 4 |  |
|  |  | |  | | | |
| SECTION 3.4 |  | Repurchase upon Breach |  |  | 5 |  |
|  |  | |  | | | |
| SECTION 3.5 |  | Protection of Title |  |  | 5 |  |
|  |  | |  | | | |
| SECTION 3.6 |  | Other Liens or Interests |  |  | 6 |  |
|  | | |  | | | |
| ARTICLE IV MISCELLANEOUS | | |  |  | 7 |  |
|  |  | |  | | | |
| SECTION 4.1 |  | Transfers Intended as Sale; Security Interest |  |  | 7 |  |
|  |  | |  | | | |
| SECTION 4.2 |  | Notices, Etc. |  |  | 8 |  |
|  |  | |  | | | |
| SECTION 4.3 |  | Choice of Law |  |  | 8 |  |
|  |  | |  | | | |
| SECTION 4.4 |  | Headings |  |  | 8 |  |
|  |  | |  | | | |
| SECTION 4.5 |  | Counterparts |  |  | 8 |  |
|  |  | |  | | | |
| SECTION 4.6 |  | Amendment |  |  | 8 |  |
|  |  | |  | | | |
| SECTION 4.7 |  | Waivers |  |  | 9 |  |
|  |  | |  | | | |
| SECTION 4.8 |  | Entire Agreement |  |  | 9 |  |
|  |  | |  | | | |
| SECTION 4.9 |  | Severability of Provisions |  |  | 10 |  |
|  |  | |  | | | |
| SECTION 4.10 |  | Binding Effect |  |  | 10 |  |
|  |  | |  | | | |
| SECTION 4.11 |  | Acknowledgment and Agreement |  |  | 10 |  |
|  |  | |  | | | |
| SECTION 4.12 |  | Cumulative Remedies |  |  | 10 |  |
|  |  | |  | | | |
| SECTION 4.13 |  | Nonpetition Covenant |  |  | 10 |  |
|  |  | |  | | | |
| SECTION 4.14 |  | **Submission to Jurisdiction; Waiver of Jury Trial** |  |  | 11 |  |
|  |  | |  | | | |
| SECTION 4.15 |  | Electronic Signatures and Transmission |  |  | 11 |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  | i |  | *Purchase Agreement* |

**EXHIBITS**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Exhibit A |  | Form of Assignment Pursuant to Purchase Agreement |
| Schedule I |  | Representations and Warranties With Respect to the Receivables |
| Schedule II |  | Perfection Representations, Warranties and Covenants |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  | ii |  | *Purchase Agreement* |

THIS PURCHASE AGREEMENT is made and entered into as of May 19, 2020 (as amended from time to time, this “Agreement”) by VW CREDIT, INC., a Delaware corporation (“VCI”), and VOLKSWAGEN AUTO LEASE/LOAN UNDERWRITTEN FUNDING, LLC, a Delaware limited liability company (the “Purchaser”).

WITNESSETH:

WHEREAS, the Purchaser desires to purchase from VCI 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, minivans, and sport utility vehicles; and

WHEREAS, VCI is willing to sell such portfolio of motor vehicle receivables and related property to the Purchaser on the terms and conditions set forth in this Agreement.

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

ARTICLE I

DEFINITIONS AND USAGE

SECTION 1.1 Definitions. Except as otherwise defined herein or as the context may otherwise require, capitalized terms used but not otherwise defined herein are defined in Appendix A to the Sale and Servicing Agreement dated as of the date hereof (as from time to time amended, supplemented or otherwise modified and in effect, the “Sale and Servicing Agreement”) among Volkswagen Auto Loan Enhanced Trust 2020-1, VCI, as servicer, the Purchaser, as seller, and Deutsche Bank Trust Company Americas, as indenture trustee, 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; and (g) references to any Person include that Person’s successors and assigns.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  |  |  | *Purchase Agreement* |

ARTICLE II

PURCHASE

SECTION 2.1 Agreement to Sell and Contribute on the Closing Date. On the terms and subject to the conditions set forth in this Agreement, VCI agrees to transfer, assign, set over, sell and otherwise convey to the Purchaser without recourse (subject to the obligations herein) on the Closing Date all of VCI’s right, title and interest in, to and under the Receivables, the Collections after the Cut-Off Date, the Receivable Files and the Related Security relating thereto, described in an Assignment in the form of Exhibit A delivered on the Closing Date (collectively, the “Purchased Assets”) having a Net Pool Balance as of the Cut-Off Date equal to $1,290,803,105.57 which sale shall be effective as of the Cut-Off Date. The sale, transfer, assignment, contribution and conveyance made hereunder does not constitute and is not intended to result in an assumption by the Purchaser of any obligation of the Originator to the Obligors, the Dealers or any other Person in connection with the Receivables or the other assets and properties conveyed hereunder or any agreement, document or instrument related thereto.

SECTION 2.2 Consideration and Payment. In consideration of the transfer of the Purchased Assets conveyed to the Purchaser pursuant to Section 2.1 on the Closing Date, the Purchaser shall pay to VCI on such date an amount equal to the estimated fair market value of the Purchased Assets, which amount shall be paid (a) in cash to VCI and (b) by a capital contribution by VCI of an undivided interest in such Purchased Assets that increases its equity interest in the Purchaser in an amount equal to the excess of the estimated fair market value of the Purchased Assets over the amount of cash paid by the Purchaser to VCI.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 3.1 Representations and Warranties of VCI. VCI makes the following representations and warranties as of the Closing Date on which the Purchaser will be deemed to have relied in acquiring the Purchased Assets. The representations and warranties will survive the conveyance of the Purchased Assets to the Purchaser pursuant to this Agreement, the conveyance of the Purchased Assets to the Issuer pursuant to the Sale and Servicing Agreement and the Grant thereof by the Issuer to the Indenture Trustee pursuant to the Indenture:

(a) Existence and Power. VCI is a corporation validly existing and in good standing under the laws of its state of organization and has, in all material respects, all power and authority required to carry on its business as now conducted. VCI has obtained all necessary licenses and approvals in each jurisdiction where the failure to do so would materially and adversely affect the ability of VCI to perform its obligations under the Transaction Documents or the enforceability or collectibility of the Receivables or any other part of the Purchased Assets.

(b) Authorization and No Contravention. The execution, delivery and performance by VCI of each Transaction Document to which it is a party (i) have been duly authorized by all necessary action on the part of VCI and (ii) do not contravene or constitute a default under (A) any applicable law, rule or regulation, (B) its organizational documents or (C) any material

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  | -2- |  | *Purchase Agreement* |

agreement, contract, order or other instrument to which it is a party or its property is subject (other than violations of which do not affect the legality, validity or enforceability of any of such agreements and which, individually or in the aggregate, would not materially and adversely affect the transactions contemplated by, or VCI’s ability to perform its obligations under, the Transaction Documents).

(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 VCI of any Transaction Document 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 Purchased Assets or would not materially and adversely affect the ability of VCI to perform its obligations under the Transaction Documents.

(d) Binding Effect. Each Transaction Document to which VCI is a party constitutes the legal, valid and binding obligation of VCI enforceable against VCI 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 creditors’ rights generally and, if applicable, the rights of creditors of corporations from time to time in effect or by general principles of equity.

(e) No Proceedings. There are no actions, suits or proceedings pending or, to the knowledge of VCI, threatened against VCI before or by any Governmental Authority that (i) assert the invalidity or unenforceability of this Agreement or any of the other Transaction Documents, (ii) seek to prevent the issuance of the Notes or the consummation of any of the transactions contemplated by this Agreement or any of the other Transaction Documents, (iii) seek any determination or ruling that would materially and adversely affect the performance by VCI of its obligations under this Agreement or any of the other Transaction Documents, or (iv) relate to VCI that would materially and adversely affect the federal or Applicable Tax State income, excise, franchise or similar tax attributes of the Notes.

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

(g) State of Incorporation; Name; No Changes. VCI’s state of incorporation is the State of Delaware. VCI’s exact legal name is VW Credit, Inc. VCI has not changed its name whether by amendment of its Articles of Incorporation, by reorganization or otherwise, and has not changed its state of incorporation, within the four months preceding the Closing Date.

SECTION 3.2 Representations and Warranties of VCI Regarding the Purchased Assets. On the date hereof, VCI hereby makes the following representations and warranties to the Purchaser. Such representations and warranties will survive the conveyance of the Purchased Assets to the Purchaser pursuant to this Agreement, the sale of the Purchased Assets to the Issuer under the Sale and Servicing Agreement and the Grant of the Purchased Assets by the Issuer to the Indenture Trustee pursuant to the Indenture.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  | -3- |  | *Purchase Agreement* |

(a) The Receivables were selected using selection procedures that were not known or intended by VCI to be adverse to the Purchaser.

(b) The Receivables and the other Purchased Assets have been validly assigned by VCI to the Purchaser.

(c) The information with respect to the Receivables transferred on the Closing Date as set forth in the Schedule of Receivables was true and correct in all material respects as of the Cut-Off Date.

(d) All filings (including, without limitation, UCC filings) necessary in any jurisdiction to give the Issuer a first priority, validly perfected ownership interest in the Receivables (other than the Related Security with respect thereto, to the extent that an ownership interest therein cannot be perfected by the filing of a financing statement), and to give the Indenture Trustee a first priority perfected security interest therein, will be made within ten days of the Closing Date.

(e) No Receivables are pledged, assigned, sold, subject to a security interest or otherwise conveyed other than pursuant to the Transaction Documents. VCI has not authorized the filing of and is not aware of any financing statements against VCI or an Originator that includes a description of collateral covering any Receivable other than any financing statement relating to security interests granted under the Transaction Documents or that have been or, prior to the assignment of such Receivables hereunder, will be terminated, amended or released. This Agreement creates a valid and continuing security interest in the Receivables (other than the Related Security, with respect thereto, to the extent that an ownership interest therein cannot be perfected by the filing of a financing statement) in favor of the Purchaser which security interest is prior to all other Liens (other than Permitted Liens) and is enforceable as such against all other creditors and purchasers and assignees from VCI.

(f) Each Receivable constitutes either “tangible chattel paper,” “electronic chattel paper,” an “account,” a “promissory note,” or a “payment intangible,” each as defined in the UCC.

(g) The representations and warranties regarding creation, perfection and priority of security interests in the Purchased Assets, which are attached to this Agreement as Schedule II are true and correct to the extent that they are applicable.

SECTION 3.3 Representations and Warranties of VCI as to each Receivable. VCI hereby makes the representations and warranties set forth on Schedule I as to the Receivables, sold, contributed, transferred, assigned, set over and otherwise conveyed to the Purchaser under this Agreement on which such representations and warranties the Purchaser relies in acquiring the Receivables. Such representations and warranties shall survive the conveyance of the Purchased Assets to the Purchaser pursuant to this Agreement, the sale of the Receivables to the Issuer under the Sale and Servicing Agreement, and the Grant of the Receivables by the Issuer to the Indenture Trustee pursuant to the Indenture. Notwithstanding any statement to the contrary contained herein or in any other Transaction Document, VCI shall not be required to notify any insurer with respect to any Insurance Policy obtained by an Obligor or to notify any Dealer about

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  | -4- |  | *Purchase Agreement* |

any aspect of the transaction contemplated by the Transaction Documents. VCI hereby agrees that the Issuer shall have the right to enforce any and all rights under this Agreement assigned to the Issuer under the Sale and Servicing Agreement, including the right to caused VCI to repurchase any Receivable with respect to which it is in breach of any of its representation and warranties set forth in Schedule I, directly against VCI as though the Issuer were a party to this Agreement, and the Issuer shall not be obligated to exercise any such rights indirectly through the Depositor. Any inaccuracy in the representations and warranties shall be deemed not to constitute a breach if such inaccuracy does not affect the ability of the Issuer to receive or retain payment in full on the Receivable.

SECTION 3.4 Repurchase upon Breach. Upon discovery by or notice to the Purchaser or VCI of a breach of any of the representations and warranties set forth in Section 3.3 with respect to any Receivable at the time such representations and warranties were made which materially and adversely affects the interests of the Issuer or the Noteholders in such Receivable, the party discovering such breach or receiving such notice shall give prompt written notice thereof to the other party; *provided,* *that* delivery of the Servicer’s Certificate shall be deemed to constitute prompt notice by VCI and the Purchaser of such breach; *provided*, *further*, *that* the failure to give such notice shall not affect any obligation of VCI hereunder. Any inaccuracy in the representations or warranties shall be deemed not to constitute a breach if such inaccuracy does not affect the ability of the Issuer to receive or retain payment in full on the Receivable. If the breach materially and adversely affects the interests of the Issuer or the Noteholder in such Receivable, then VCI shall either (a) correct or cure such breach or (b) repurchase such Receivable from the Purchaser (or its assignee), in either case on or before the Payment Date following the end of the Collection Period which includes the 60th day (or, if VCI elects, an earlier date) after the date that VCI became aware or was notified of such breach. Any such purchase by VCI shall be at a price equal to the Repurchase Price. In consideration for such repurchase, VCI shall make (or shall cause to be made) a payment to the Purchaser equal to the Repurchase Price by depositing such amount into the Collection Account prior to 11:00 a.m., New York City time on such date of repurchase. Upon payment of such Repurchase Price by VCI, the Purchaser shall release and shall execute and deliver such instruments of release, transfer or assignment, in each case without recourse or representation, as may be reasonably requested by VCI to evidence such release, transfer or assignment or more effectively vest in VCI or its designee any Receivable and any related Purchased Assets repurchased pursuant hereto. It is understood and agreed that the obligation of VCI to repurchase any Receivable as described above shall constitute the sole remedy respecting such breach available to the Purchaser.

SECTION 3.5 Protection of Title.

(a) VCI shall authorize and file such financing statements and cause to be authorized and filed such continuation and other statements, all in such manner and in such places as may be required by law fully to preserve, maintain and protect the interest of the Purchaser under this Agreement in the Receivables (other than any Related Security with respect thereto, to the extent that the interest of the Purchaser therein cannot be perfected by the filing of a financing statement). VCI shall deliver (or cause to be delivered) to the Purchaser file-stamped copies of, or filing receipts for, any document filed as provided above, as soon as available following such filing.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  | -5- |  | *Purchase Agreement* |

(b) VCI shall not change its name, identity, corporate structure or jurisdiction of organization in any manner that would make any financing statement or continuation statement filed by VCI in accordance with paragraph (a) above “seriously misleading” within the meaning of Sections 9-506, 9-507 or 9-508 of the UCC, unless it shall have given the Purchaser at least five days’ prior written notice thereof and, to the extent necessary, shall have promptly filed amendments to previously filed financing statements or continuation statements described in paragraph (a) above (or shall have made arrangements to take such action substantially simultaneously with such change, if it is not practicable to take such action in advance).

(c) VCI shall give the Purchaser at least ten days’ prior written notice of any change of location of VCI for purposes of Section 9-307 of the UCC and shall have taken all action prior to making such change (or shall have made arrangements to take such action substantially simultaneously with such change, if it is not possible to take such action in advance) reasonably necessary or advisable in the opinion of the Purchaser to amend all previously filed financing statements or continuation statements described in paragraph (a) above.

(d) VCI shall maintain (or shall cause its Sub-Servicer to maintain) 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.

(e) VCI 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 Purchaser (or any subsequent assignee of the Purchaser) in such Receivable and that such Receivable is owned by such Person. Indication of such Person’s interest in a Receivable shall not be deleted from or modified on such computer systems until, and only until, the related Receivable shall have been paid in full or repurchased.

(f) If at any time VCI 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, VCI 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 Purchaser (or any subsequent assignee of the Purchaser).

SECTION 3.6 Other Liens or Interests. Except for the conveyances and grants of security interests pursuant to this Agreement and the other Transaction Documents, VCI shall not sell, pledge, assign or transfer the Receivables or other property transferred to the Purchaser to any other Person, or grant, create, incur, assume or suffer to exist any Lien (other than Permitted Liens) on any interest therein, and VCI shall defend the right, title and interest of the Purchaser in, to and under such Receivables or other property transferred to the Purchaser against all claims of third parties claiming through or under VCI.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  | -6- |  | *Purchase Agreement* |

ARTICLE IV

MISCELLANEOUS

SECTION 4.1 Transfers Intended as Sale; Security Interest.

(a) Each of the parties hereto expressly intends and agrees that the transfers contemplated and effected under this Agreement are complete and absolute sales, transfers, assignments and contributions rather than pledges or assignments of only a security interest and shall be given effect as such for all purposes. It is further the intention of the parties hereto that the Receivables and related Purchased Assets shall not be part of VCI’s estate in the event of a bankruptcy or insolvency of VCI. The sales and transfers by VCI of the Receivables and related Purchased Assets hereunder are and shall be without recourse to, or representation or warranty (express or implied) by, VCI, except as otherwise specifically provided herein. The limited rights of recourse specified herein against VCI are intended to provide a remedy for breach of the representations and warranties relating to the condition of the property sold, rather than to the collectibility of the Receivables.

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

(i) This Agreement shall be deemed to be a security agreement within the meaning of Articles 8 and 9 of the New York UCC and the UCC of any other applicable jurisdiction;

(ii) The conveyance provided for in Section 2.1 shall be deemed to be a grant by VCI of, and VCI hereby grants to the Purchaser, a security interest in all of its right (including the power to convey title thereto), title and interest, whether now owned or hereafter acquired, in and to the Receivables and other Purchased Assets, to secure such indebtedness and the performance of the obligations of VCI hereunder;

(iii) The possession by the Purchaser or its agent of the Receivable Files and any other property as constitute instruments, money, negotiable documents or chattel paper shall be deemed to be “possession by the secured party” or possession by the purchaser or a person designated by such purchaser, for purposes of perfecting the security interest pursuant to the New York UCC and the UCC of any other applicable jurisdiction; and

(iv) Notifications to persons holding such property, and acknowledgments, receipts or confirmations from persons holding such property, shall be deemed to be notifications to, or acknowledgments, receipts or confirmations from, bailees or agents (as applicable) of the Purchaser for the purpose of perfecting such security interest under applicable law.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  | -7- |  | *Purchase Agreement* |

SECTION 4.2 Notices, Etc. All demands, notices and communications hereunder shall be in writing and shall be delivered or mailed by registered or certified first-class United States mail, postage prepaid, hand delivery, prepaid courier service, by facsimile or by electronic mail and addressed in each case as specified on Schedule II to the Sale and Servicing Agreement, or at such other address as shall be designated in a written notice to the other parties hereto. Any notice required or permitted to be mailed to a Noteholder shall be given by first class mail, postage prepaid, at the address of such Noteholder as shown in the Note Register. 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; *provided*, *however*, that any notice to a Noteholder mailed within the time prescribed in this Agreement shall be conclusively presumed to have been duly given, whether or not the Noteholder shall receive such notice.

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

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

SECTION 4.5 Counterparts. This Agreement may be executed in any number of counterparts, including in counterparts executed via electronic signature, each of which so executed shall be deemed to be an original, but all of such counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4.6 Amendment.

(a) Any term or provision of this Agreement may be amended by VCI and the Purchaser without the consent of the Indenture Trustee, any Noteholder, the Issuer, the Owner Trustee or any other Person subject to the satisfaction of one of the following conditions:

(i) VCI or the Purchaser delivers an Opinion of Counsel to the Indenture Trustee to the effect that such amendment will not materially and adversely affect the interests of the Noteholders;

(ii) VCI or the Purchaser delivers an Officer’s Certificate of VCI or the Purchaser, respectively, to the Indenture Trustee to the effect that such amendment will not materially and adversely affect the interests of the Noteholders; or

(iii) the Rating Agency Condition is satisfied with respect to such amendment and VCI or the Purchaser notifies the Indenture Trustee in writing that the Rating Agency Condition is satisfied with respect to such amendment;

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  | -8- |  | *Purchase Agreement* |

*provided*, that no amendment pursuant to this Section 4.6 shall be effective which affects the rights, protections or duties of the Indenture Trustee or the Owner Trustee without the prior written consent of such Person.

(b) This Agreement may also be amended from time to time by VCI and the Purchaser, with the consent of the Holders of Notes evidencing not less than a majority of the aggregate principal balance of the Outstanding Notes 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. It will not be necessary for the consent of Noteholders 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 provided for in this Agreement) and of evidencing the authorization of the execution thereof by Noteholders will be subject to such reasonable requirements as the Indenture Trustee may prescribe, including the establishment of record dates pursuant to the Note Depository Agreement.

(c) Prior to the execution of any such amendment, VCI shall provide written notification of the substance of such amendment to each Rating Agency; and promptly after the execution of any such amendment or consent, VCI (i) shall furnish a copy of such amendment or consent to each Rating Agency and the Indenture Trustee and (ii) if this Agreement is amended in accordance with clauses (i) or (ii) of Section 4.6(a), shall furnish a copy of such Opinion of Counsel or Officer’s Certificate, as the case may be, to each of the Rating Agencies.

(d) Prior to the execution of any amendment to this Agreement, the Owner Trustee and the Indenture Trustee shall be entitled to receive and conclusively rely upon an Opinion of Counsel stating that the execution of such amendment is authorized or permitted by this Agreement and that all conditions precedent to the execution and delivery of such amendment have been satisfied. The Owner Trustee and the Indenture Trustee may, but shall not be obligated to, enter into any such amendment which adversely affects the Owner Trustee’s or the Indenture Trustee’s, as applicable, own rights, duties or immunities under this Agreement.

SECTION 4.7 Waivers. No failure or delay on the part of the Purchaser, the Servicer, VCI, 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 the Purchaser or VCI in any case shall entitle it to any notice or demand in similar or other circumstances. No waiver or approval by either party under this Agreement shall, except as may otherwise be stated in such waiver or approval, be applicable to subsequent transactions. No waiver or approval under this Agreement shall require any similar or dissimilar waiver or approval thereafter to be granted hereunder.

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  | -9- |  | *Purchase Agreement* |

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

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

SECTION 4.11 Acknowledgment and Agreement. By execution below, VCI expressly acknowledges and consents to the sale of the Purchased Assets and the assignment of all rights of the Purchaser related thereto and under this Agreement by the Purchaser to the Issuer pursuant to the Sale and Servicing Agreement and the Grant of a security interest in the Receivables and the other Purchased Assets by the Issuer to the Indenture Trustee pursuant to the Indenture for the benefit of the Noteholders. In addition, VCI hereby acknowledges and agrees that for so long as the Notes are outstanding, the Indenture Trustee will have the right to exercise all powers, privileges and claims of the Purchaser under this Agreement in the event that the Purchaser shall fail to exercise the same.

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

SECTION 4.13 Nonpetition Covenant. Each party hereto agrees that, prior to the date which is one year and one day after payment in full of all obligations of each Bankruptcy Remote Party in respect of all securities issued by any Bankruptcy Remote Party (a) such party hereto 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 (b) such party shall not commence or join with any other Person in commencing 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.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  | -10- |  | *Purchase Agreement* |

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

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

(b) **consents that any such action or proceeding may be brought and maintained 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 action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Person at its address determined in accordance with Section** **4.2;**

(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 4.15 Electronic Signatures and Transmission.

(a) For purposes of this Agreement, any reference to “written” or “in writing” means any form of written communication, including, without limitation, electronic signatures, and any such written communication may be transmitted by electronic transmission. The term “electronic signature” shall mean any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record. Each of the parties hereto agrees that this Agreement, any addendum or amendment hereto or any other document necessary for the consummation of the transactions contemplated by this Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with the E-Sign Act, UETA or any applicable state law. Each of the parties hereto are authorized to accept written instructions, directions, reports, notices or other communications delivered by electronic transmission and shall not have any duty or obligation to verify or confirm that the Person sending instructions, directions, reports, notices or other communications or information by electronic transmission is, in fact, a Person authorized to give such instructions, directions, reports, notices or other communications or information on behalf of the party purporting to send such electronic transmission; and none of the parties hereto shall have any liability for any losses, liabilities, costs or expenses incurred or sustained by any party as a result of such reliance upon or compliance with such instructions, directions, reports, notices or other communications or information delivered to such party, including, without limitation, the risk of such party acting on unauthorized instructions, notices, reports or other communications or information, and the risk of interception and misuse by third parties.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  | -11- |  | *Purchase Agreement* |

(b) Any requirement in this Agreement that a document, including this Agreement, is to be signed or authenticated by “manual signature” or similar language shall not be deemed to prohibit signature by facsimile or electronic signature and shall not be deemed to prohibit delivery thereof by electronic transmission.

[Remainder of Page Intentionally Left Blank]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  | -12- |  | *Purchase Agreement* |

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

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | | | | |  | | | | |
| VW CREDIT, INC. | | | | | | | | | | |
|  | | |  | |  | | | | | |
|  | | |  | | | | | | | |
| By: | | |  | | /s/ David Rands | | | | | |
|  | | | | | | |  | |  | |
| Name: | | | | | | |  | | David Rands | |
| Title: | | | | | | |  | | Executive Vice President and Chief Financial Officer | |
|  | |  | |  | | | | | | |
|  | |  | | | | | | | | |
| By: | |  | | /s/ Jens Schreiber | | | | | | |
|  | | | | | | |  | |  | |
| Name: | | | | | | |  | | Jens Schreiber | |
| Title: | | | | | | |  | | Treasurer | |
|  | | | | | | | |  | |  |
|  | | | | | | | | | | |
| VOLKSWAGEN AUTO LEASE/LOAN UNDERWRITTEN FUNDING, LLC | | | | | | | | | | |
|  | | |  | |  | | | | | |
|  | | |  | | | | | | | |
| By: | | |  | | /s/ David Rands | | | | | |
|  | | | | | | |  | |  | |
| Name: | | | | | | |  | | David Rands | |
| Title: | | | | | | |  | | Chief Financial Officer | |
|  | |  | |  | | | | | | |
|  | |  | | | | | | | | |
| By: | |  | | /s/ Jens Schreiber | | | | | | |
|  | | | | | | |  | |  | |
| Name: | | | | | | |  | | Jens Schreiber | |
| Title: | | | | | | |  | | Treasurer | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  | S-1 |  | *Purchase Agreement* |

**EXHIBIT A**

**FORM OF**

**ASSIGNMENT PURSUANT TO PURCHASE AGREEMENT**

For value received, in accordance with the Purchase Agreement dated as of May 19, 2020 (the “Agreement”), between VW Credit, Inc., a Delaware corporation (“VCI”), and Volkswagen Auto Lease/Loan Underwritten Funding, LLC, a Delaware limited liability company (the “Purchaser”), on the terms and subject to the conditions set forth in the Agreement, VCI does hereby transfer, assign, set over, sell and otherwise convey to the Purchaser on the Closing Date, all of its right, title and interest in, to and under the Receivables set forth on the schedule of Receivables delivered by VCI to the Purchaser on the date hereof, the Collections after the Cut-Off Date, the Receivable Files and the Related Security relating thereto, which sale shall be effective as of the Cut-Off Date.

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

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

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

[Remainder of page intentionally left blank]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  | A-1 |  | *Purchase Agreement* |

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

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | | |  | | | | |
| VW CREDIT, INC. | | | | | | | | |
|  | |  |  | | | | | |
|  | |  | | | | | | |
| By: | |  |  | | | | | |
|  | | | | |  | |  | |
| Name: | | | | |  | |  | |
| Title: | | | | |  | |  | |
|  | | | | |  | | | |
| By: | | | | |  | |  | |
|  | | | | | |  | |  |
| Name: | | | | | |  | |  |
| Title: | | | | | |  | |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  | A-2 |  | *Purchase Agreement* |

**SCHEDULE I**

**REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RECEIVABLES**

(a) Characteristics of Receivables. Each Receivable:

(i) has been fully executed by the Obligor thereto;

(ii) has either (A) been originated by a Dealer located in the United States to finance the sale by a Dealer of the related Financed Vehicle and has been purchased by the Originator or (B) has been originated or acquired by the Originator;

(iii) as of the Closing Date is secured by a first priority perfected security interest in the Financed Vehicle in favor of the Originator, as secured party, or all necessary actions have been commenced that would result in a first priority validly perfected security interest in the Financed Vehicle in favor of the Originator, as secured party;

(iv) contains provisions that permit the repossession and sale of the Financed Vehicle upon a default under the Receivable by the Obligor;

(v) provided, at origination, for level monthly payments which fully amortize the initial Outstanding Principal Balance over the original term; *provided*, that the amount of the first and last payments may be different but in no event more than three times the level monthly payment;

(vi) provides for interest at the Contract Rate specified in the Schedule of Receivables; and

(vii) was denominated in Dollars.

(b) Individual Characteristics. Each Receivable has the following individual characteristics as of the Cut-Off Date:

(i) each Receivable is secured by a new or used automobile, minivan or sport utility vehicle;

(ii) each Receivable has a Contract Rate of no less than 0.00%;

(iii) each Receivable had an original term to maturity of not more than 72 months and not less than 12 months and each Receivable has a remaining term to maturity, as of the Cut-Off Date, of 3 months or more;

(iv) each Receivable has an Outstanding Principal Balance as of the Cut-Off Date of greater than or equal to $1,000.87;

(v) no Receivable has a scheduled maturity date later than January 29, 2026;

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  | Schedule I-1 |  | *Schedule I to the Purchase Agreement* |

(vi) no Receivable was more than 30 days past due as of the Cut-Off Date;

(vii) as of the Cut-off Date, no Receivable was noted in the records of VCI or the Servicer as being the subject of any pending bankruptcy or insolvency proceeding;

(viii) no Receivable is subject to a force-placed Insurance Policy on the related Financed Vehicle; and

(ix) each Receivable is a Simple Interest Receivable.

(c) Compliance with Law. The Receivable complied, at the time it was originated or made, in all material respects with all requirements of law in effect at that time and applicable to such Receivable.

(d) Binding Obligation. The Receivable constitutes the legal and binding payment obligation in writing of the Obligor, enforceable by the holder thereof in all material respects, subject as to enforcement, to applicable bankruptcy, insolvency, reorganization, liquidation or other laws and equitable principles, consumer protection laws and the Servicemembers Civil Relief Act.

(e) Receivable in Force. As of the Cut-Off Date, neither VCI’s nor the Servicer’s records related to the Receivable indicate that the Receivable has been satisfied, subordinated or rescinded or that the related Financed Vehicle been released from the lien granted by the Receivable in whole or in part.

(f) No Default. Except for payment delinquencies continuing for a period of not more than 30 days as of the Cut-Off Date, the records of the Servicer did not disclose that any default, breach, violation or event permitting acceleration under the terms of the Receivable existed as of the Cut-Off Date or that any continuing condition that with notice or lapse of time, or both, would constitute a default, breach, violation or event permitting acceleration under the terms of the Receivable as of the Cut-Off Date*.*

(g) Insurance. The Receivable requires the Obligor thereunder to insure the Financed Vehicle under a physical damage insurance policy.

(h) No Government Obligor. The Obligor on the Receivable is not listed on VCI’s records as the United States of America or any state thereof or any local government, or any agency, department, political subdivision or instrumentality of the United States of America or any state thereof or any local government.

(i) Assignment. The terms of the Receivable do not prohibit the sale, transfer or assignment of such Receivable or the grant of a security interest in such Receivable under the Indenture.

(j) Good Title. Immediately prior to the transfers and assignments herein contemplated, VCI had good and marketable title to each Receivable free and clear of all Liens (except Permitted Liens and any Lien that will be released prior to the assignment of such Receivable hereunder), and, immediately upon the transfer thereof to the Purchaser, the Purchaser will have good and marketable title to each Receivable, free and clear of all Liens except Permitted Liens.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  | Schedule I-2 |  | *Schedule I to the Purchase Agreement* |

(k) Receivable Files. There is only one original executed copy of each “tangible record” constituting or forming a part of such Receivable that is tangible chattel paper and a single “authoritative copy” (as such term is used in Section 9-105 of the UCC) of each electronic record constituting or forming a part of such Receivable that is electronic chattel paper. The Receivable Files that constitute or evidence such Receivable do not have any marks or notations indicating that the Receivable has been pledged, assigned or otherwise conveyed by VCI to any Person other than a party to the Transaction Documents.

(l) No Defenses. VCI’s and the Servicer’s FiServ electronic data warehouse containing records related to the Receivables do not reflect any right of rescission, set-off, counterclaim or defense, or of the same being asserted or threatened, in writing by any Obligor with respect to any Receivable.

(m) No Repossession. As of the Cut-Off Date, no Financed Vehicle shall have been repossessed.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  | Schedule I-3 |  | *Schedule I to the Purchase Agreement* |

**SCHEDULE II**

**PERFECTION REPRESENTATIONS, WARRANTIES AND COVENANTS**

In addition to the representations, warranties and covenants contained in the Purchase Agreement, VCI hereby represents, warrants, and covenants to the Purchaser as follows on the Closing Date:

**General**

1. The Purchase Agreement creates a valid and continuing security interest (as defined in the applicable UCC) in the Receivables and the other Purchased Assets in favor of the Purchaser, which security interest is prior to all other Liens, and is enforceable as such as against creditors of and purchasers from VCI.

2. The Receivables constitute “chattel paper” (including “electronic chattel paper” or “tangible chattel paper”) “accounts,” “instruments,” or “general intangibles,” within the meaning of the UCC.

3. Immediately prior to the sale, assignment and transfer thereof pursuant to this Agreement, each Receivable was secured by a first priority validly perfected security interest in the related Financed Vehicle in favor of the Originator (or its assignee), as secured party, or all necessary actions with respect to such Receivable have been taken or will be taken to perfect a first priority security interest in the related Financed Vehicle in favor of the Originator (or its assignee), as secured party.

**Creation**

4. Immediately prior to the sale, transfer, assignment and conveyance of a Receivable by VCI to the Purchaser, VCI owned and had good and marketable title to such Receivable free and clear of any Lien and immediately after the sale, transfer, assignment and conveyance of such Receivable to the Purchaser, the Purchaser will have good and marketable title to such Receivable free and clear of any Lien.

5. The Originator has received all consents and approvals to the sale of the Receivables hereunder to the Purchaser required by the terms of the Receivables that constitute instruments.

**Perfection**

6. VCI has caused or will have caused, within ten days after the effective date of the Purchase Agreement, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under applicable law in order to perfect the sale of the Receivables from VCI to the Purchaser, and the security interest in the Receivables granted to the Purchaser hereunder; and the Servicer, in its capacity as custodian, has in its possession the original copies of such instruments or tangible chattel paper that constitute or evidence the Receivables, and all financing statements referred to in this paragraph contain a statement that: “A purchase of or security interest in any collateral described in this financing statement will violate the rights of the Secured Party/Purchaser.”

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  | Schedule II-1 |  | *Schedule II to the Purchase Agreement* |

7. With respect to Receivables that constitute instruments or tangible chattel paper, either:

|  |  |  |
| --- | --- | --- |
|  | a. | All original executed copies of each such instrument or tangible chattel paper have been delivered to the Indenture Trustee; |

|  |  |  |
| --- | --- | --- |
|  | b. | Such instruments or tangible chattel paper are in the possession of the Servicer and the Indenture Trustee has received a written acknowledgment from the Servicer that the Servicer (in its capacity as custodian) is holding such instruments or tangible chattel paper solely on behalf and for the benefit of the Indenture Trustee as pledgee of the Issuer; or |

|  |  |  |
| --- | --- | --- |
|  | c. | The Servicer received possession of such instruments or tangible chattel paper after the Indenture Trustee received a written acknowledgment from the Servicer that the Servicer is acting solely as agent of the Indenture Trustee as pledgee of the Issuer. |

**Priority**

8. VCI has not authorized the filing of, and is not aware of, any financing statements against VCI that include a description of collateral covering the Receivables other than any financing statement (i) relating to the security interest granted to the Purchaser hereunder or (ii) that has been terminated.

9. VCI is not aware of any material judgment, ERISA or tax lien filings against VCI.

10. Neither VCI nor a custodian or vaulting agent thereof holding any Receivable that is electronic chattel paper has communicated an “authoritative copy” (as such term is used in Section 9-105 of the UCC) of any loan agreement that constitutes or evidences such Receivable to any Person other than the Servicer.

11. None of the instruments, tangible chattel paper or electronic chattel paper that constitutes or evidences the Receivables has any marks or notations indicating that they have been pledged, assigned or otherwise conveyed to any Person other than the Purchaser, the Issuer or the Indenture Trustee.

**Survival of Perfection Representations**

12. Notwithstanding any other provision of the Purchase Agreement or any other Transaction Document, the perfection representations, warranties and covenants contained in this Schedule II shall be continuing, and remain in full force and effect until such time as all obligations under the Transaction Documents and the Notes have been finally and fully paid and performed.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  | Schedule II-2 |  | *Schedule II to the Purchase Agreement* |

**No Waiver**

13. VCI shall provide the Rating Agencies with prompt written notice of any material breach of the perfection representations, warranties and covenants contained in this Schedule II, and shall not, without satisfying the Rating Agency Condition, waive a breach of any of such perfection representations, warranties or covenants.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  | Schedule II-3 |  | *Schedule II to the Purchase Agreement* |