SCHEDULE A

MAIN TERMS AND CONDITIONS OF THE SERVICING AGREEMENTS

1.	**Parties**	- Financing Receivables: the relevant appointing entity in the context of the Purple Securitisation and the purchaser of the Operational Platform (in the capacity of servicer); and - Lease Receivables: REV (in the capacity of principal (*mandante*)) and the acquiring entity of the Platform (in the capacity of servicer).
2.	**Servicing activities**	Standard special servicing activities for the kind of portfolio which constitutes the object of the mandate, including, without limitation, the following activities: (a) on-boarding and migration of the portfolio; (b) evaluation, administration, management and recovery of the receivables; (c) instructing the relevant assigned debtors to pay the amounts due directly into the specific bank account of Purple or REV (as the case may be); (d) initiation, continuation and management of the judicial proceedings aimed at recovering of the receivables and appointment of the relevant lawyers; (e) carrying out all necessary and/or appropriate activities to ensure that mortgages and other ancillary guarantees maintain their validity and ranking; (f) if applicable, fulfilment of the obligations arising from the insurance policies relating to the mortgaged real estate assets and transfer of any sums paid from time to time by the insurance companies; (g) management of archives, storage and preservation of data and documentation relating to receivables; (h) updating of the portfolio business plan; (i) fulfilment of the obligations provided for under the anti-money laundering legislation; (j) cooperation on the management of the passive litigation (*contenzioso passivo*) and claims; (k) reconciliation of the collections; (l) drafting and delivery of reports concerning the receivables and the activities carried out by the *servicer* (according to the form which will be agreed in the context of the drawing up of the servicing agreement, also on the basis of the market standards and the standards usually applied by REV); (m) updating of management events on the principal's IT systems; and (n) portfolio management services.

		With specific reference to the Lease Receivables, the activities provided for under the relevant servicing agreement will also include, *inter alia*: (a) recovery, management and divestment of the assets object of the lease relationship; (b) exercise of the rights and fulfilment of the obligations, including legal obligations, provided for under the agreements from which the Lease Receivables arose; (c) managing relationships with the appointed real estate broker; (d) reporting service concerning the leased assets; and (e) drafting and updating the business plan concerning the leased assets and the lease receivables. It being also understood that all servicing activities and related obligations will be detailed within each servicing agreement in accordance with the best market practice.
3.	**Remuneration**	The remuneration paid to the servicer shall consist of a variable performance fee, calculated by applying a percentage to the collections deriving from the managed receivables in a determined reference period according to the range set out in Annex A (*Performance Fee*) to this Schedule. If deemed necessary, the bidder may also propose and/or negotiate an onboarding fee – to be paid to the servicer on the signing date of the Servicing Agreement – equal to a pre-determined amount for each matter object of the mandate, in order to remunerate the servicer's activities for the implementation and update of its structure and personnel following the acquisition of the Operational Platform. The amount paid as onboarding fee shall be agreed between the parties and shall form part of the economic proposal of each bidder. The servicer's remuneration will be paid on a quarterly basis. Each Servicing Agreement shall provide, subject to the following conditions, for the payment of a penalty in the event of termination of the servicer's appointment: (a) the servicer's appointment is terminated (i) without justified reason (*senza giusta causa*) and/or following the withdrawal (*recesso*) by Purple/REV (as the case may be) and/or (ii) in case of termination for justified reason (*revoca per giusta causa*) pursuant to item (i) and (j) of paragraph 8 below; and (b) the penalty amount will be equal to a minimum of 20% of the expected future performance fees discounted at a rate which shall be agreed between the parties and shall form part of the economic proposal of each bidder and determined on the basis of the Business Plans as defined and periodically updated in agreement with REV. The calculation method will provide for

		a scaling mechanism that will result in a reduction of the penalty in proportion to the number of years elapsed since the beginning of the NPL Portfolio management and to the reduction of its GDP.
4.	**Costs and expenses**	The servicing fees shall have an all-inclusive nature and no other form of the servicer's remuneration shall be provided. It being understood that the recovery costs deriving from the servicer's activities will be borne by REV or Purple as principals (as the case may be) within the limits provided for under the relevant servicing agreement and in line with the usual market practices (*e.g.* within agreed annual limits and baskets defined under the business plan applicable from time to time).
5.	**Governance**	Decisions relating (i) the transfer of the receivables, as an alternative recovery strategy, and (ii) the entering into of out-of-court agreements with the assigned debtors (*e.g.*, DPOs, settlement agreements, rescheduling agreements, write-offs, etc.), shall be made, alternatively, by the servicer or by REV or Purple (in the latter case upon REV's instruction in its capacity of holder of the securitisation notes) as follows: (a) by the servicer: (i) if the receivable has a GBV equal to or lower than a threshold which will be proposed during the drafting of the Servicing Agreement by the servicer ; (ii) if the receivable has a GBV within a range (which will be proposed during the drafting of the Servicing Agreement) whose minimum value will be higher than the threshold referred to under paragraph (a) above and, as a result of such transaction, the collections deriving from such receivable are not lower than a threshold (which will be proposed during the drafting of the Servicing Agreement) of the expected collections in relation to such receivable, as resulting by the applicable business plan; and (b) by REV or Purple (as the case may be) in all cases other than those referred to under letter (a) above. Each Servicing Agreement will also provide for governance rules according to which certain important decisions relating to the ongoing judicial proceedings (*e.g.*, decisions regarding the waiver of acts (*rinuncia agli atti*) and the filing of appeals to the Supreme Court (*Corte di Cassazione*)) shall be shared in advance with and approved by REV.
6.	**Transfer of the portfolio**	The transfer of portfolios composed of: (a) all the Lease Receivables and/or all the Financing Receivables; (b) portions of the portfolio of the Lease Receivables and/or the Financing Receivables, which consists of receivables whose aggregate GBV is higher than Euro 100 million,

		may be carried out only with the prior consent of REV or Purple (as the case may be).
7.	**Duration**	Without prejudice to the provisions set out in paragraphs 8 e 9 below in relation to the termination, the appointment of each servicer shall expire: (a) under the Servicing Agreement relating to the Financing Receivables, on the date on which the ABS notes of the Purple Securitisation will be fully cancelled; and (b) under the Servicing Agreement relating to the Lease Receivables, on the date on which the Lease Receivables will be wholly collected and/or transferred to third parties and/or the servicer and REV will have agreed that there are no longer any recovery prospective (including by means of transfer) of the Lease Receivables remaining in the REV's ownership (if any).
8.	**Main events of termination for justified reason**	Each servicing agreement shall include standard events of termination for justified reason (*revoca per giusta causa*), including, without limitation, the following cases: (a) the servicer is declared insolvent or an order for its winding-up (*liquidazione*) or extraordinary administration (*amministrazione straordinaria*) or for the appointment of a receiver (*commissario*) or of an liquidator (*curatore*) is issued by the competent authority; the servicer adopted a resolution in order to obtain such measures; (b) the servicer is admitted to an insolvency proceedings or adopted a resolution in order to obtain the admission to such proceedings or for the voluntary liquidation; (c) the breach by the servicer of any of its obligations under the servicing agreement (and, in case of appointment by Purple, the securitisation documents), if such is not cured by the servicer within a period to be agreed in the context of the negotiation of the servicing agreement); (d) a representation or warranty given by the servicer under the servicing agreement is proved to be untrue, incorrect or misleading in any material respect at the time it was given or when it has to be deemed as repeated, with regard to facts and circumstances from time to time existing); (e) the servicer changes significantly the offices or services involved in the receivables management, if such changes may, individually or jointly, prevent the servicer from fulfilment its obligations under the servicing agreement; (f) occurrence of an event which has produced or may produce a material adverse effect on the servicer's legal, capital or financial situation and which materially affects the servicer's

		capacity to fulfill its obligations under the servicing agreement or the principal's rights under the servicing agreement; (g) starting from the first anniversary from the execution of the Servicing Agreement and with reference to the quarters falling after such date, there is a deviation – for 2 (two) consecutive quarters – exceeding 25% (twenty-five percent), with reference to the managed receivables, between the cumulative collections (net of recovery expenses) actually received by REV or Purple (as the case may be) by crediting their accounts and the collections (net of expenses) provided for in the initial business plan, not remedied within the following two quarters; (h) the servicer fails to comply with the Bank of Italy regulations applicable to the principal with regard to outsourcing; (i) the receivables managed by the servicer have been or have to be transferred, in whole or in part, to third parties; (j) the principal intends to appoint a new third party to carry out the management, administration and collection of a part of the receivables; (k) the servicer no longer holds the licence referred to under Article 115 TULPS or, for any reason, such licence has been revoked or suspended; and (l) termination of the mandate of the servicer under the Ancillary Services Agreement.
9.	**Withdrawal**	- <u>Withdrawal (*recesso*)</u>: the principal shall have the right to withdraw from the servicing agreement (and to terminate *ad nutum* the servicer's mandate) by giving at least 3 (three) months prior written notice to the servicer, without prejudice to the payment to the servicer of a penalty, calculated in accordance with the terms set forth in the paragraph 3 above. - <u>Withdrawal (*rinuncia*)</u>: the servicer shall be entitled to withdraw from the mandate granted to it under the servicing agreement by giving at least 180 (one hundred and eighty) calendar days' prior written notice.
10.	**Effectiveness of the termination and withdrawal**	The termination and/or withdrawal referred to in the paragraphs above shall not take any effect before a new mandate has been given to a substitute servicer.
11.	**Conflict of interests**	The Servicing Agreements shall include provisions in line with best market practices with respect to the disclosure obligations and the management of the cases of conflict (also potential) between the interests of REV and/or Purple (as the case may be) and the interests of the servicer (if any) arising from the performance of the activities contemplated under the relevant Servicing Agreement.

ANNEX A

PERFORMANCE FEE

PART A – RECOVERY ACTIVITY

		Secured		Mixed secured / unsecured		Unsecured	
	Bucket GBV	Min	Max	Min	Max	Min	Max
Fees on out-of-cort collections	0-50k	5,6%	9,0%	6,2%	11,6%	6,8%	14,3%
	50-100k	5,6%	8,4%	6,2%	11,3%	6,8%	14,3%
	100-250k	5,4%	8,4%	6,1%	11,3%	6,8%	14,3%
	250-500k	5,0%	8,4%	5,9%	11,3%	6,8%	14,3%
	500k-1mln	4,4%	7,2%	5,2%	9,6%	6,0%	12,0%
	1mln-5mln	3,6%	6,6%	4,0%	8,2%	4,4%	9,8%
	5mln-10mln	3,4%	6,0%	3,8%	7,5%	4,1%	9,0%
	>10mln	3,0%	5,7%	3,4%	7,4%	3,8%	9,0%
Fees on judicial collections	0-50k	4,7%	8,4%	5,5%	10,0%	6,3%	11,6%
	50-100k	4,7%	7,4%	5,3%	9,4%	5,9%	11,4%
	100-250k	4,3%	7,4%	4,8%	9,4%	5,4%	11,4%
	250-500k	3,8%	7,4%	4,4%	9,4%	5,0%	11,4%
	500k-1mln	3,6%	5,8%	4,2%	7,9%	4,7%	10,0%
	1mln-5mln	3,2%	4,9%	3,7%	6,8%	4,3%	8,6%
	5mln-10mln	2,9%	4,6%	3,5%	5,8%	4,1%	7,1%
	>10mln	2,7%	4,2%	3,3%	5,7%	3,8%	7,1%
Fees on steady- state collections		2,5%					

Key:

- Secured: at least 70% of the aggregate GBV refers to secured receivables.

- Mixed: between 30% and 70% of the aggregate GBV refers to secured receivables.
- Unsecured: less than 30% of the aggregate GBV refers to secured receivables.

PART B – SPECIFIC ACTIVITIES RELATING TO THE LEASE RECEIVABLES

Type of service	*Cluster*	Reference Fee	Max level of Reference Fee	Notes
Property & Build management		- € 500 - start- up phase on future properties: € 300 *(per building + 0,65% on each payment)*	- € 900 + fees on building site activities - start - up phase: € 400 + fees on building site activities *(building per year)*	
Partecipation to condominium meeting out of business hours		€ 350 *(on demand, for each condominium meeting)*	- € 180 (work day meetings) - €300 (pre-holiday and evening meetings)	*Out of business hour: i.e. after h18*
Base fees	Sale fee < €100k	2,80%	3,50%	
	Sale fee between €100k and €500k	2,80%	3,50%	
	Sale fee between €500k and €1M	2,40%	3,00%	
	Sale fee between €1M and €2M	1,60%	2,00%	
	Sale fee > €2M	1,20%	1,50%	
Other services	Rent to buy fees	2,50%	5,00%	*% one-off on the initial contracted advance payment*
	Lease fees	2,50%	2,50%	*% one -off on the average instalments for the first six years*
	Project Mangement	4,50%	4,50%	*fee on the value of performed activities*
	watch dog for design activities	0,15%	0,15%	*work- based fees*
	watch dog for jobs performed by the lessee	1,50%	1,50%	*fee on the value of performed activities*
	premium for insurance claims > € 50.000	5,00%		