REDINK RENTALS (RF) LIMITED

(*Incorporated in South Africa with limited liability under registration number 2015/090404/06*)

Issue of R352,697,071 Secured Class A1 Notes

Under its Secured Note Programme

Transaction No. 7 - Bridge Taxi Finance

This document constitutes the Applicable Pricing Supplement relating to the issue of Notes described in this Applicable Pricing Supplement.

This Applicable Pricing Supplement must be read in conjunction with the Programme Memorandum issued by Redink Rentals (RF) Limited, dated 29 May 2015. To the extent that there is any conflict or inconsistency between the contents of this Applicable Pricing Supplement and the Programme Memorandum, the provisions of this Applicable Pricing Supplement shall prevail.

Any capitalised terms not defined in this Applicable Pricing Supplement shall have the meanings ascribed to them in the section of the Programme Memorandum entitled "*Terms and Conditions of the Notes*" or in the Common Terms Agreement in relation to this Transaction No. 7, dated on or about 7 June 2018. References in this Applicable Pricing Supplement to the Terms and Conditions are to the section of the Programme Memorandum entitled "*Terms and Conditions of the Notes*". References to any Condition in this Applicable Pricing Supplement are to that Condition of the Terms and Conditions.

The Issuer certifies that to the best of its knowledge and belief there are no facts that have been omitted from this Applicable Pricing Supplement which would make any statement false or misleading and that all reasonable enquiries to ascertain such facts have been made and that this Applicable Pricing Supplement contains all information required by Applicable Law and the JSE Debt Listings Requirements. The Issuer accepts full responsibility for the information contained in this Applicable Pricing Supplement, the Programme Memorandum and its annual financial statements and any amendment or any supplement(s) to the aforementioned documents from time to time, except otherwise stated therein.

The JSE takes no responsibility for the contents of the Programme Memorandum and/or this Applicable Pricing Supplement or the Issuer's annual financial statements, as the case may be, and any amendments or supplements to the aforesaid documents. The JSE makes no representation as to the accuracy or completeness of the Programme Memorandum, this Applicable Pricing Supplement and/or the Issuer's annual financial statements and any amendments or supplements to the aforesaid documents, and the JSE expressly disclaims any liability for any loss arising from or in reliance upon the whole or any part of the aforesaid documents. The JSE's approval of the registration of the Programme Memorandum and the listing of the Notes referred to in this Applicable Pricing Supplement on the Interest Rate Market of the JSE is not to be taken in any way as an indication of the merits of the Issuer or the Notes and to the extent permitted by law, the JSE will not be liable for any claim whatsoever.

The Issuer certifies that the Principal Amount of the Notes to be issued and described in this Applicable Pricing Supplement together with the aggregate Outstanding Principal Amount of all other Notes in issue at the Issue Date in respect of this Transaction No. 7 - Bridge Taxi Finance under the Programme ("**Transaction No. 7**") will not exceed the Transaction Limit as specified in item 61 below.

DESCRIPTION OF THE TRANSACTION

1	Transaction No. 7	The Issuer makes available to Bridge Taxi Finance No 6 (RF) Proprietary Limited (the "**Borrower**") a Rand denominated revolving loan facility in an aggregate amount not exceeding R1,000,000,000 in terms of the amended and restated revolving loan facility agreement dated on or about 27 March 2020, as amended from time to time (the "**Revolving Loan Facility Agreement**"). The Borrower shall apply the proceeds under the Revolving Loan Facility Agreement for the purposes referred to in the Revolving Loan Facility Agreement. As security for the Borrower's obligations under the Revolving Loan Facility Agreement – (a) the Borrower has ceded *in securitatem debiti* to the Issuer all its right, title and interest in and to all Instalment Sale Agreements, Vehicles, Related Security and its bank account(s) (the "**Borrower Security Cession**"); (b) Mokoro Holding Company Proprietary Limited ("**Mokoro**") has pledged and ceded *in securitatem debiti* to the Issuer all its right, title and interest in and to all shares it owns in the share capital of, and claims on loan account against, the Borrower (the "**Mokoro Pledge and Cession**"); (c) the Bridge Taxi Finance No 6 SPV Owner Trust has bound itself as surety in favour of the Issuer for all debts of the Borrower to the Issuer under the Revolving Loan Facility Agreement (the "**Bridge Taxi Finance No 6 SPV Owner Trust Suretyship**"); and

		(d) the Bridge Taxi Finance No 6 SPV Owner Trust has pledged and ceded *in securitatem debiti* to the Issuer all its right, title and interest in and to all shares it owns in the share capital of the Borrower as security for its obligations under the Bridge Taxi Finance No 6 Owner Trust Suretyship (the "**Bridge Taxi Finance No 6 SPV Owner Trust Pledge and Cession**"), Mokoro has also entered into a subordination agreement with the Issuer in terms of which it agreed to subordinate all claims it may have against the Borrower in favour of the Issuer, on the terms and the conditions set out therein ("**Subordination Agreement**");
2	Borrower	Bridge Taxi Finance No 6 (RF) Proprietary Limited
3	Address, description and significant business activities of the Borrower	The primary business activities of the Borrower involve acquiring Instalment Sale Agreements, Vehicles and Related Security from the Seller and/or the Approved Sellers and/or entering into Instalment Sale Agreements with customers for purposes of acquiring minibus taxis For additional information see: https://www.bridgetaxifinance.co.za/ Address: 132 Jan Smuts Avenue, Parkwood, Johannesburg, 2196
4	Servicer	Mokoro
5	Back-up Servicer	CSS Credit Solutions Services Proprietary Limited
6	Description of the business activities of the Administrator	Redinc Capital Proprietary Limited ("**Redinc Capital**"), a boutique corporate advisory firm, provides independent transaction execution services to corporate entities and financial sponsors on debt financing strategies throughout Africa. For further information please refer to their website, "www.red-inc.co.za"
7	Description of Security to be provided to Secured Creditors of Transaction No. 7	Pursuant to the Security SPV Guarantee, dated on or about 7 June 2018 ("**Transaction No. 7 Security SPV Guarantee**"), the Security SPV undertakes in favour of each Secured Creditor of

Transaction No. 7 to pay to it the full amount then owing to it by the Issuer if an Event of Default should occur under the Notes or the respective Transaction Documents in relation to Transaction No. 7.

The liability of the Security SPV pursuant to the Transaction No. 7 Security SPV Guarantee will be limited in the aggregate to the net amount recovered by the Security SPV from the Issuer arising out of the Issuer Indemnity, dated on or about 7 June 2018 ("**Transaction No. 7 Issuer Indemnity**"), in terms of which the Issuer irrevocably and unconditionally indemnifies the Security SPV from and holds the Security SPV harmless against all and any claims arising out of, or in the enforcement of, the Transaction No. 7 Security SPV Guarantee.

The Issuer's obligations in terms of the Transaction No. 7 Issuer Indemnity are secured by the cession in *securitatem debiti* agreement, dated on or about 7 June 2018, ("**Transaction No. 7 Security Cession Agreement**") in terms of which the Issuer cedes *in securitatem debiti* to and in favour of the Security SPV all of the Ceded Rights, where "**Ceded Rights**" means all the Issuer's rights, title and interests in and to -

(a) the bank account opened in the name of the Issuer with Nedbank Limited, account number 1160 9783 87, into which all monies received or to be received by the Issuer in relation to Transaction No. 7 will be deposited ("**Transaction No. 7 Transaction Account**");

(b) all monies held from time to time in the name of or on behalf of the Issuer in the Transaction No. 7 Transaction Account;

(c) any Permitted Investment (as defined in the Programme Memorandum) to be made by the Issuer (or the Administrator on behalf of the Issuer) with cash standing to the credit of the Transaction No. 7 Transaction Account from time to time;

(d) the Transaction Documents (as specified in the Transaction No. 7 Security Cession Agreement),

in relation to Transaction No. 7, whether actual, prospective or contingent, direct or indirect, common law or statutory, whether a claim to payment of money or to performance of any other obligation, and whether or not the said rights and interests were within the contemplation of the parties at the Date of Signature of the Transaction No. 7 Security Cession Agreement.

8	Transaction Documents	The documents constituting the transaction titled "Transaction No. 7 - Bridge Taxi Finance"), being –

(a) the Bridge Taxi Finance No 6 Common Terms Agreement;

(b) the Bridge Taxi Finance No 6 Administration Agreement;

(c) the Revolving Loan Facility Agreement;

(d) the Borrower Security Cession;

(e) the Mokoro Pledge and Cession;

(f) the Bridge Taxi Finance No 6 SPV Owner Trust Suretyship;

(g) the Bridge Taxi Finance No 6 SPV Owner Trust Pledge and Cession;

(h) the Subordination Agreement;

(i) the Transaction No. 7 Security SPV Guarantee;

(j) the Transaction No. 7 Issuer Indemnity;

(k) the Transaction No. 7 Security Cession Agreement;

(l) the Notes described in this Applicable Pricing Supplement (including the Terms and Conditions in respect thereof) and this Applicable Pricing Supplement;

		(m) the Preference Share Subscription Agreement; (n) the Common Terms Agreement; and (o) the Servicing Agreement, (collectively, the "**Transaction Documents**")
DESCRIPTION OF THE NOTES		
9	Issuer	Redink Rentals (RF) Limited
10	Status and Class of the Notes	Secured Class A1 Notes
11	Tranche number	1
12	Series number	7
13	Aggregate Principal Amount of this Tranche	R352,697,071
14	Issue Date	17 April 2023
15	Minimum Denomination per Note	R1,000,000
16	Issue Price	100%
17	Applicable Business Day Convention	Following Business Day
18	Determination Date	N/A
19	Interest Commencement Date	17 April 2023
20	Scheduled Maturity Date	17 April 2026
21	Final Redemption Date	17 April 2033
22	Repayment of Principal	**Scheduled Redemption** The Principal Amount will be repaid by the Issuer on the Scheduled Maturity Date in accordance with the Pre-Enforcement Priority of Payments from the capital amount of the Loan to be repaid by the Borrower to the Issuer on the Scheduled Repayment Date (as defined in the Revolving Loan Facility Agreement) and funded by the Tranche of Notes issued under this Applicable Pricing Supplement. If the Outstanding Principal Amount has not been repaid in full on the Scheduled Maturity Date, the Outstanding Principal Amount

(together with all accrued and unpaid interest (and subject to the provisions of item 45 below), costs and fees) will be repaid *pro rata* to the holders of the Class A Notes, Class B Notes and Class C Notes on each Payment Date after the Scheduled Maturity Date in accordance with the Pre-Enforcement Priority of Payments.

If not repaid in full prior to that date, the Outstanding Principal Amount (together with all accrued and unpaid interest, costs and fees) shall be repaid in full by the Issuer to the Noteholders on the Final Redemption Date.

Save as provided for in the Terms and Conditions of the Notes, in this Applicable Pricing Supplement and in paragraph 24 below, the Issuer shall not be entitled to redeem the Notes (in whole or in part) prior to the Scheduled Maturity Date.

After the Scheduled Maturity Date, and provided that the Outstanding Principal Amount of all the Notes has not been repaid in full on the Scheduled Maturity Date, the Issuer will have the option, on any Payment Date after the Scheduled Maturity Date to redeem the Outstanding Principal Amount of the Notes without premium or penalty.

Breach of Financial Covenant by Borrower

In the event of a breach of any Financial Covenant (as defined in the Revolving Loan Facility Agreement), prior to the Scheduled Maturity Date and such Financial Covenant is not remedied by the Borrower within 60 days of such breach ("**Financial Covenant Amortisation Date**"), then, with effect from the Financial Covenant Amortisation Date, the Borrower shall, *inter alia*, utilise all funds received to repay the Loan Outstanding Balance (as defined in the Revolving Loan Facility Agreement) with available cash and the Issuer shall on each Interest Payment Date after the Financial Covenant Amortisation Date repay the Outstanding Principal Amount (together with all accrued and unpaid interest, costs and fees) to the holders of the Class A Notes, the Class B

		Notes and the Class C Notes in descending order of rank in accordance with the Pre-Enforcement Priority of Payments (i.e. the Issuer shall first repay all interest and principal due in respect of the Class A Notes. Once all interest and principal due in respect of the Class A Notes have been repaid, the Issuer shall repay all interest and principal due in respect of the Class B Notes. Once all interest and principal due in respect of the Class B Notes have been repaid, the Issuer shall repay all interest and principal due in respect of the Class C Notes). **Servicer Default** Upon the occurrence of a Servicer Default prior to the Scheduled Maturity Date ("**Servicer Default Amortisation Date**"), then, with effect from the Servicer Default Amortisation Date, the Borrower shall, *inter alia*, utilise all funds received to repay the Loan Outstanding Balance (as defined in the Revolving Loan Facility Agreement) with available cash and the Issuer shall on each Interest Payment Date after the Servicer Default Amortisation Date repay the Outstanding Principal Amount (together with all accrued and unpaid interest, costs and fees) to the holders of the Class A Notes, the Class B Notes and the Class C Notes in descending order of rank, in accordance with the Pre-Enforcement Priority of Payments (i.e. the Issuer shall first repay all interest and principal due in respect of the Class A Notes. Once all interest and principal due in respect of the Class A Notes have been repaid, the Issuer shall repay all interest and principal due in respect of the Class B Notes. Once all interest and principal due in respect of the Class B Notes have been repaid, the Issuer shall repay all interest and principal due in respect of the Class C Notes).
23	Final Redemption Amount (principal)	100% of the Outstanding Principal Amount
24	Optional Redemption	The Issuer may only with the prior consent of the Noteholders by Extraordinary Resolution redeem all or a portion of the Notes prior to the Scheduled Maturity Date
25	Mandatory Redemption by the Issuer	(a) If, for whatever reason (including but not limited to the occurrence of an

event of default under the Revolving Loan Facility Agreement (as set out in Annexure A hereto), the Loan funded by the issuance of this Tranche of Notes and all accrued and unpaid interest in respect of that Loan becomes due and payable by the Borrower to the Issuer in terms of the Revolving Loan Facility Agreement (a "**Trigger Event**"), the Issuer shall notify the Noteholders thereof and the Outstanding Principal Amount and all accrued interest will become immediately due and payable and the Issuer shall, on the next Payment Date (which date shall not be earlier than five Business Days after the occurrence of the Trigger Event and shall be notified by the Issuer to the Noteholders on SENS), redeem the Notes at their Outstanding Principal Amount together with all accrued but unpaid interest, provided that the Issuer has received the capital amount of the Loan and all accrued interest from the Borrower.

(b) If the net proceeds of the issuance of the Notes as contemplated in this Applicable Pricing Supplement is not advanced as a Loan under the Revolving Loan Facility Agreement (as contemplated in paragraph 26 below) within three Business Days of the Issue Date (a "**Trigger Event**"), the Issuer shall notify the Noteholders thereof and the Outstanding Principal Amount will become immediately due and payable and the Issuer shall, on the eighth Business Day after the Issue Date (which date shall not be earlier than five Business Days after the occurrence of the Trigger Event and shall be notified by the Issuer to the Noteholders on SENS), redeem the Notes at their Outstanding Principal Amount together with all interest that the Issuer may have received in respect of the proceeds.

26	Use of Proceeds	The net proceeds of the issue of this Tranche will be used to repay the Outstanding Principal Amount of the Class B1 Notes issued by the Issuer with stock code RED704.
27	Specified Currency	Rand
28	Set out the relevant description of any additional Terms and Conditions relating to the Notes and/or amendments to the Priority of Payments	See Annexure B
29	Hedge Counterparty	N/A
30	Safe Custody Agent	Nedbank Limited
31	Senior Expense Facility Provider(s)	N/A
32	Account Bank	Nedbank Limited
33	Calculation Agent, if not Redinc Capital	N/A
34	Specified Office of the Calculation Agent	Ground Floor, Silver Stream Business Park 10 Muswell Road South Bryanston 2021
35	Transfer Agent, if not Redinc Capital	N/A
36	Specified Office of the Transfer Agent	Ground Floor, Silver Stream Business Park 10 Muswell Road South Bryanston 2021
37	Paying Agent, if not Redinc Capital Limited	N/A
38	Specified Office of the Paying Agent	Ground Floor, Silver Stream Business Park 10 Muswell Road South Bryanston 2021

FLOATING RATE NOTES

39	Interest Payment Dates	17 January, 17 April, 17 July and 17 October and the Scheduled Maturity Date, or if such day is not a Business Day, the Business Day on which the interest will be paid as determined in accordance with the applicable Business Day Convention.

40	Interest Period	each period of three months from (and including) one Interest Payment Date to (but excluding) the next Interest Payment Date of each year, provided that – (a) the first Interest Period shall commence on (and shall include) the Interest Commencement Date and shall end on (but exclude) 17 July 2023 (each Interest Payment Date as adjusted in accordance with the applicable Business Day Convention); and (b) the last Interest Period shall end on (but exclude) the Scheduled Maturity Date or the Final Redemption Date, as the case may be, notwithstanding that such period may not be a complete three-month period (each Interest Payment Date as adjusted in accordance with the applicable Business Day Convention).
41	Manner in which the Interest Rate is to be determined	Screen Rate Determination
42	Margin/Spread for the Interest Rate	650 basis points to be added to the Reference Rate
43	If ISDA Determination	
	(a) Floating Rate Option	N/A
	(b) Designated Maturity	N/A
	(c) Reset Date(s)	N/A
44	If Screen Determination	
	(a) Reference Rate (including relevant period by reference to which the Interest Rate is to be calculated)	3 month JIBAR
	(b) Rate Determination Date(s)	The first Business Day of each Interest Period
	(c) Relevant Screen page and Reference Code	ZAR-JIBAR-SAFEX
45	Step-Up Interest	If the Loan has not been repaid in full by the Borrower to the Issuer on the Scheduled Maturity Date (a "**Step-Up Event**"), then the

		Issuer will notify the Noteholders immediately in writing thereof, and the Margin referred to in item 42 will be increased with the Step-Up Margin from the date of the occurrence of the Step-Up Event until the Outstanding Principal Amount is repaid in full.
46	Step-Up Margin	150 basis points
47	If Interest Rate to be calculated otherwise than by reference to the previous two sub-clauses above, insert basis for determining Interest Rate/Margin/Fall back provisions	N/A
48	If different from the Calculation Agent, agent responsible for calculating amount of interest	N/A
49	Any other terms relating to the particular method of calculating interest	N/A

GENERAL

50	Additional sale restrictions	N/A
51	International Securities Numbering (ISIN)	ZAG000195405
52	Stock Code	RED706
53	Financial Exchange	JSE Interest Rate Market
54	Dealer	Redinc Capital Proprietary Limited
55	Method of distribution	Private Placement
56	Rating assigned to this Tranche of Notes (if any)	N/A
57	Rating Agency	N/A
58	Governing Law	South Africa
59	Last Day to Register	By 17h00 on 11 January, 11 April, 11 July and 11 October of each year or, if such a day is not a Business Day, the Business Day immediately preceding the Books Closed Period.
60	Books Closed Period	The Register will be closed from 12 January to 16 January (both days inclusive), 12 April to 16 April (both days inclusive), 12 July to

		16 July (both days inclusive) and 12 October to 16 October (both days inclusive) in each year until the Final Redemption Date.
61	Transaction Limit	R1,000,000,000
62	Aggregate Outstanding Principal Amount of Notes in issue in respect of Transaction No. 7, on the issue Date of this Tranche	RNil, excluding this Tranche of Notes and any other Tranche(s) of Notes to be issued on the Issue Date
63	Event of Default	
	The Transaction Event of Default referred to in Condition 11.2.1 of the Programme Memorandum is amended and replaced by the following Transaction Event of Default	"11.2.1 in the case of interest bearing Notes – 11.2.1.1 the Issuer fails to pay on the due date any amount of interest due and payable in respect of any Notes to the extent that the Issuer has funds available for that purpose in terms of the Pre-Enforcement Priority of Payments; 11.2.1.2 the Issuer fails to pay any amount, whether in respect of interest or principal or otherwise, on the Final Redemption Date, irrespective of whether or not there are funds available for that purpose in accordance with the Pre-Enforcement Priority of Payments;"
64	Other provisions	(a) Whenever the consent, approval, waiver or election of the Issuer (as lender under the Revolving Loan Facility Agreement) is required for whatever reason, the Issuer shall not be permitted to provide its consent, approval, or waiver or to exercise such election unless the prior approval of the Noteholders has been obtained by notice to the Noteholders in accordance with Condition 17. (b) The Issuer (as lender under the Revolving Loan Facility Agreement) shall not agree to any amendment, cancellation or novation of the Revolving Loan Facility Agreement or take any action or enforce any of its rights under the Revolving Loan

		Facility Agreement unless the prior approval of the Noteholders has been obtained by notice to the Noteholders in accordance with Condition 17.
		(c) The Issuer (as lender under the Revolving Loan Facility Agreement) shall notify Noteholders, in accordance with Condition 17, should it become aware of the occurrence of any event of default under the Revolving Loan Facility Agreement (as set out in Annexure A hereto).
		(d) Whenever the consent or approval of the Security SPV under any of the Transaction Documents is required and such consent or approval relates to any of the rights of the Noteholders, such consent or approval shall not be given unless the prior approval of the Noteholders has been obtained by notice to the Noteholders in accordance with Condition 17.
		(e) Any reference in the Programme Memorandum to "Asset" or "Assets" shall be a reference to the Issuer's right, title and interest in and to the Loan.
65	Material Change Statement	There has been no material change in the financial or trading position of the Issuer since the end of its financial year being 28 February 2022. This statement has not been reviewed or reported on by the Issuer's auditors.
66	Compliance Statement	The Issuer is in compliance with the provisions of the Companies Act and is acting in conformity with its memorandum of incorporation.
67	Legal and Arbitration Proceedings	The Issuer is not aware of any legal or arbitration proceedings, including proceedings that are pending or threatened that may have or have had in the previous 12 months, a material effect on the Issuer's financial position.

68 Additional Information

(a)	number and value of assets	29 (twenty nine) assets with an aggregate nominal value of R802,764,846
(b)	the seasoning of the assets	53 months
(c)	rights of recourse against the Borrower to the extent allowed in law	***Please see Annexure A, which contains the relevant extracts from the Revolving Loan Facility Agreement***
(d)	rights to substitute the assets and the qualifying criteria	N/A
(e)	the treatment of early amortisation of the assets	N/A
(f)	level of concentration of the obligors in the asset pool, identifying obligors that account for 10% or more of the asset value	100% Bridge Taxi Finance No 6 (RF) Proprietary Limited (registration number 2018/252795/07)
(g)	where there is no concentration of obligors above 10%, the general characteristics and descriptions of the obligors	N/A
(h)	Financial statements	The annual financial statements of Bridge Taxi Finance No 6 (RF) Proprietary Limited will be made available on: http://www.redinkrentals.co.za/reports/.
(i)	Financial year end of Bridge Taxi Finance No 6 (RF) Proprietary Limited	30 September
(h)	risk factors	N/A
(k)	collection frequency in respect of the underlying assets	Quarterly
(l)	maturity date of asset	15 April 2033
(m)	description of underlying physical asset	N/A
(n)	implied interest cover ratio	1

69	Legal jurisdiction where the Revolving Loan Facility Agreement was concluded	South Africa	
70	Eligibility Criteria	N/A	
71	Required Credit Rating	(a)	in respect of the Account Bank, at least A1 by the Rating Agency on a short-term national scale;
		(b)	in the case of Permitted Investments maturing within 30 calendar days, in respect of the investment or entity, at least A1 by the Rating Agency on a short-term national scale or A+ by the Rating Agency on a long-term national scale;
		(c)	in the case of Permitted Investments with a maturity date exceeding 30 calendar days, in respect of the investment or entity, at least A1 by the Rating Agency on a short-term national scale or AA- by the Rating Agency on a long-term national scale;
		(d)	in the case of other transaction parties required to hold a Required Credit Rating in terms of the Transaction Documents, the same national scale, local currency credit rating as that assigned, if any, by the Rating Agency to the highest-ranking Notes in issue at any point in time (or the equivalent short-term or long-term global scale credit rating, as the case may be); and
		(e)	in each other case, such other rating, if any, which the Rating Agency confirms in writing will not adversely affect its respective current rating(s) of the Notes in issue, provided that if any investment or entity is not rated by the Rating Agency, then such investment or entity that the Rating Agency confirms in writing will not adversely affect its respective current rating(s) of the Notes in issue;
72	Change in Required Credit Rating	(a)	If the Account Bank ceases to hold the Required Credit Rating, the Issuer shall, within 30 days of the Account Bank ceasing to have the Required

Credit Rating, open a new account with a bank that has the Required Credit Rating and transfer all funds standing to the credit of the Transaction Account into such new bank account.

(b) If a Permitted Investment ceases to have the Required Credit Rating or if the entity with whom a Permitted Investment has been made ceases to have the Required Credit Rating, the Issuer shall, within 30 days of such Permitted Investment or entity ceasing to have the Required Credit Rating, transfer such Permitted Investment to another entity that has the Required Credit Rating.

DISCLOSURE REQUIREMENTS IN TERMS OF PARAGRAPH 3(5) OF THE COMMERCIAL PAPER REGULATIONS

At the date of this Applicable Pricing Supplement -

1 Paragraph 3(5)(a)

The ultimate borrower is the Issuer.

2 Paragraph 3(5)(b)

The Issuer is a going concern and can in all circumstances be reasonably expected to meet its commitments under the Notes.

3 Paragraph 3(5)(c)

The auditor of the Issuer is RSM South Africa Inc..

4 Paragraph 3(5)(d)

As at the date of this issue:

(a) the Issuer has R1,287,989,042 aggregate Outstanding Principal Amount of Notes in issue on the Issue Date of this Tranche (excluding Notes issued under this Applicable Pricing Supplement); and

(b) it is anticipated that the Issuer will issue R1,000,000,000 Notes during its current financial year (including Notes issued under this Applicable Pricing Supplement).

5 Paragraph 3(5)(e)

Prospective investors in the Notes are to consider this Applicable Pricing Supplement, the Programme Memorandum and the documentation incorporated therein by reference in order to ascertain the nature of the financial and commercial risks of an investment in the Notes. In addition, prospective investors in the Notes are to consider the latest audited financial statements of the Issuer which are incorporated into the Programme Memorandum by reference and which may be requested from the Issuer.

6 Paragraph 3(5)(f)

There has been no material adverse change in the Issuer's financial position since the date of its last audited financial statements.

7 Paragraph 3(5)(g)

The Notes issued will be listed.

8 Paragraph 3(5)(h)

The funds to be raised through the issue of the Notes are to be used by the Issuer for its general corporate purposes.

9 Paragraph 3(5)(i)

The Notes are secured.

10 Paragraph 3(5)(j)

RSM South Africa Inc., the auditor of the Issuer, has confirmed that nothing has come to its attention to indicate that this issue of Notes issued under the Programme will not comply in all respects with the relevant provisions of the Commercial Paper Regulations.

The Transaction Documents are available for inspection by Noteholders, during normal office hours, at the Specified Office of the Issuer.

Investor reports will be made available at http://www.redinkrentals.co.za/reports/.

Application is hereby made to list this Tranche of Notes, as from 17 April 2023, pursuant to the **Redink Rentals (RF) Limited** Secured Note Programme.

REDINK RENTALS (RF) LIMITED

By: _____
Director, duly authorised
GT Sayers

Date: 11 April 2023

By: _____
Director, duly authorised
Paul Lutge

Date: 11 April 2023

ANNEXURE A– EXTRACTS FROM REVOLVING LOAN FACILITY AGREEMENT

15 EVENTS OF DEFAULT

Each of the events or circumstances set out in 15 will constitute an Event of Default.

15.1 Non-payment

15.1.1 The Borrower does not pay on the due date any amount of interest due and payable pursuant to this Agreement or any other Transaction Document at the place and in the currency in which it is expressed to be payable, to the extent that the Borrower has funds available for that purpose in terms of the Pre-Enforcement Priority of Payments.

15.1.2 The Borrower does not pay the Loan Outstanding Balance on the Final Repayment Date, irrespective of whether or not there are funds available for that purpose in accordance with the Pre-Enforcement Priority of Payments.

15.2 Other obligations

15.2.1 The Borrower or the Shareholder does not comply with or breaches any provision of a Transaction Document to which each of them is a party.

15.2.2 No Event of Default under 15.2.1 will occur if the failure to comply or breach is capable of remedy and is remedied within 10 Business Days after notice of the failure to comply is received from the Lender.

15.3 Misrepresentation

Any representation or statement made or deemed to be made by the Borrower or Mokoro Holding Company in any Transaction Document to which each of them is a party or any other document delivered by or on behalf of the Borrower or Mokoro Holding Company, as the case may be, under or in connection with such Transaction Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

15.4 Cross default

15.4.1 Any indebtedness of the Borrower or Mokoro Holding Company is not paid when due nor within any originally applicable grace period.

15.4.2 Any indebtedness of the Borrower or Mokoro Holding Company is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

15.4.3 Any commitment for any indebtedness of the Borrower or Mokoro Holding Company is cancelled or suspended by a creditor of the Borrower or the Shareholder, as the case may be, as a result of an event of default (however described).

15.4.4 Any creditor of the Borrower or Mokoro Holding Company becomes entitled to declare any indebtedness of the Borrower or Mokoro Holding Company, as

the case may be, due and payable prior to its specified maturity as a result of an event of default (however described).

15.5 **Insolvency**

15.5.1 The Borrower or Mokoro Holding Company is or is deemed by any authority or under any law to be unable or admits inability to pay its debts as they fall due, suspends making payments on any of its indebtedness or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.

15.5.2 The Borrower or Mokoro Holding Company is or is deemed by any authority or legislation to be "financially distressed" (as defined in the Companies Act).

15.5.3 A moratorium is declared in respect of any indebtedness of the Borrower or Mokoro Holding Company.

15.6 **Insolvency and business rescue proceedings**

15.6.1 Any corporate action, legal proceedings or other procedure or step is taken in relation to -

15.6.1.1 the suspension of payments, a moratorium of any indebtedness, liquidation, winding-up, business rescue or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Borrower or Mokoro Holding Company;

15.6.1.2 a composition, compromise, assignment or arrangement with any creditor of the Borrower or Mokoro Holding Company;

15.6.1.3 the appointment of a liquidator, business rescue practitioner or other similar officer in respect of the Borrower or Mokoro Holding Company or any of their respective assets; or

15.6.1.4 enforcement of any Security over any assets of the Borrower or Mokoro Holding Company.

15.6.2 An order is granted to authorise the entry into or implementation of any business rescue proceedings in respect of the Borrower or Mokoro Holding Company.

15.7 **Litigation**

Any litigation, arbitration, administrative, governmental, regulatory or other investigations, proceedings or disputes are commenced against the Borrower or Mokoro Holding Company or any of their respective assets (other than in the ordinary course of business) which may or is likely to prejudice the Borrower's or Mokoro Holding Company's ability to comply with its obligations under any Transaction Documents to which it is a party.

15.8 **Unlawfulness**

15.8.1 It is or becomes unlawful for the Borrower or Mokoro Holding Company to perform any of its obligations under the Transaction Documents to which it is a party.

15.8.2 Any obligation of the Borrower or Mokoro Holding Company under the Transaction Documents to which it is a party is not or ceases to be legal, valid, binding or enforceable.

15.8.3 Any Transaction Document ceases to be in full force and effect or is alleged by the Borrower or Mokoro Holding Company not to be in full force and effect for any reason.

15.9 **Cessation of business**

The Borrower suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business.

15.10 **Audit qualification**

The auditors of the Borrower qualify materially the audited annual financial statements of the Borrower.

15.11 **Repudiation**

Any party to a Transaction Document repudiates that Transaction Document.

15.12 **Material adverse effect**

Any event or circumstance occurs which the Lender reasonably believes has or is reasonably likely to have a Material Adverse Effect.

15.13 **Judgment**

The Borrower has any Judgment in excess of R1,000,000 awarded against it unless the Borrower -

15.13.1 satisfies such Judgment in full within 10 Business Days of the date of such Judgment;

15.13.2 if such Judgment is appealable, appeals against such Judgment within the prescribed time limits and diligently prosecutes such appeal thereafter and succeeds in such appeal;

15.13.3 if such Judgment is a default judgment, applies for the rescission thereof within the prescribed time limits and diligently prosecutes such application; or

15.13.4 if such Judgment is reviewable, initiates proceedings for the review thereof within the prescribed time limits and diligently prosecutes such proceedings thereafter and succeeds in such proceedings (and having so succeeded does not satisfy the Judgment in question; provided that the entity in question does

not, as a result of not having satisfied such Judgment, breach any of the provisions of this Agreement),

provided that any period afforded to the Borrower to act (or procure that the Borrower acts) in accordance with the paragraphs above, shall immediately terminate upon the occurrence of any other Event of Default.

15.14 **Key Management**

Any member of the Key Management of Mokoro Holding Company resigns or is replaced, without the prior written consent of the Lender.

15.15 **Change of Control**

A change of Control occurs in relation to Mokoro Holding Company without the Lender's prior written consent, which consent shall not be unreasonably withheld.

16 CONSEQUENCES OF AN EVENT OF DEFAULT

16.1 If an Event of Default occurs, then, notwithstanding anything to the contrary contained anywhere else in the Transaction Documents, the Lender shall, without prejudice to the Lender's other rights in terms of the Transaction Documents or at law, have the right to -

16.1.1 cancel the Facility whereupon it shall immediately be cancelled; and/or

16.1.2 declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Transaction Documents be immediately due and payable, whereupon they shall become immediately due and payable in accordance with the Post-Enforcement Priority of Payments; and/or

16.1.3 require immediate specific performance by the Borrower of its obligations under the Transaction Documents; and/or

16.1.4 claim damages suffered by the Lender as a result of the occurrence of such Event of Default; and/or

16.1.5 exercise all or any of its rights in terms of the Security Documents.

16.2 No remedy conferred by this Agreement is intended, unless specifically stated otherwise, to be exclusive of any other remedy that is otherwise available under any Applicable Law or otherwise. Each remedy is cumulative and in addition to every other remedy given hereunder or now or hereafter existing at applicable law or otherwise. The election of any one or more remedy/ies by the Lender will not constitute a waiver by the Lender of the right to pursue any other remedy available to it.

16.3 Notwithstanding anything to the contrary contained anywhere else in this Agreement, the Borrower is not entitled, under any circumstances whatsoever, to cancel or terminate this Agreement.

ANNEXURE B – PRIORITY OF PAYMENTS

1 Pre-Enforcement Priority of Payments

1.1 In relation to each Transaction, the funds standing to the credit of the relevant Transaction Account as determined on each day preceding the relevant Payment Date and the Senior Expense Reserve (if required), will be applied on each Payment Date in relation to that Transaction, in the order of priority set out below. Prior to the delivery of an Enforcement Notice in respect of that Transaction, this pre-enforcement priority of payments shall apply and payments will be made in the following order -

1.1.1 first, to pay or provide for the Issuer's liability or potential liability for Tax and any statutory fees, costs and expenses, attributable to the receipts or accruals made by the Issuer under that Transaction;

1.1.2 second, to pay or provide for *pari passu* and *pro rata* -

(a) the remuneration due and payable to the Security SPV and/or the Security SPV Owner Trustee (inclusive of VAT, if any) and any fees, costs, charges, liabilities and expenses (inclusive of VAT, if any) incurred by the Security SPV and/or the Security SPV Owner Trustee under the provisions of the Security Agreements and/or any of the Programme Documents, in relation to the Transaction, and/or the Notes;

(b) the remuneration due and payable to the Issuer Owner Trustee (inclusive of VAT, if any) and any fees, costs, charges, liabilities and expenses (inclusive of VAT, if any) incurred by the Issuer Owner Trustee under the provisions of the Security Agreements and/or any of the Programme Documents, in relation to the Transaction, and/or the Notes; and

(c) all fees, costs, charges, liabilities and expenses (inclusive of VAT, if any) incurred by the Issuer in relation to the Transaction, which are due and payable to third parties and incurred without breach by the Issuer of its obligations under the Programme Documents and not provided for payment elsewhere (including payment of the Rating Agency, the Safe Custody Agent, the JSE, the audit fees, legal fees, the directors of the Issuer and company secretarial expenses);

1.1.3 third, to pay or provide for *pari passu* and *pro rata* -

(a) the fee due and payable to the Servicer (inclusive of VAT, if any) together with costs and expenses which are due and payable to the Servicer under the Servicing Agreement;

(b) the fee due and payable to the Administrator (inclusive of VAT, if any) together with costs and expenses which are due and payable to the Administrator under the Administration and Agency Agreement;

(c) all amounts due and payable or accrued to the Transfer Agent, Calculation Agent and Paying Agent in relation to the Transaction, in accordance with the Administration and Agency Agreement; and

(d) all amounts due and payable or accrued to the Arranger and/or the Debt Sponsor in relation to the Transaction, in accordance with the Programme Agreement;

1.1.4 fourth, to pay or provide for any net settlement amounts and Hedge Termination Amounts due and payable to any Hedge Counterparty, in relation to the Transaction, in accordance with the Hedging Agreements (but excluding any Hedge Termination Amounts where the Hedge Counterparty is in default) and swap reinstatement payments due and payable in respect of a new Hedge Counterparty, in relation to the Transaction;

1.1.5 fifth, to pay or provide for *pari passu* and *pro rata*, all amounts of interest, fees and other expenses due and payable to the Class A Noteholders in respect of the Notes on each Payment Date;

1.1.6 sixth, to pay or provide for *pari passu* and *pro rata*, all amounts of interest, fees and other expenses due and payable to the Class B Noteholders in respect of the Notes on each Payment Date;

1.1.7 seventh, to pay or provide for *pari passu* and *pro rata*, all amounts of interest, fees and other expenses due and payable to the Class C Noteholders in respect of the Notes on each Payment Date;

1.1.8 eighth, to pay or provide for, *pari passu* and *pro rata*, all amounts of principal due and payable to the Class A Noteholders on that Payment Date or Final Redemption Date, as the case may be;

1.1.9 ninth, to pay or provide for, *pari passu* and *pro rata*, all amounts of principal due and payable to the Class B Noteholders on that Payment Date or Final Redemption Date, as the case may be;

1.1.10 tenth, to pay or provide for, *pari passu* and *pro rata*, all amounts of principal due and payable to the Class C Noteholders on that Payment Date or Final Redemption Date, as the case may be;

1.1.11 eleventh, to pay or credit funds to the Senior Expense Reserve, in order to fund the Senior Expense Reserve up to the Senior Expense Reserve Required Amount;

1.1.12 twelfth, to pay or provide for, Hedge Termination Amounts due and payable to any Hedge Counterparty in accordance with the Hedging Agreements where the Hedge Counterparty is in default;

1.1.13 thirteenth, to pay or provide for, the Programme Management Fee (inclusive of VAT, if any) due and payable to the Programme Manager in accordance with the Programme Management Agreement;

1.1.14 fourteenth, (if applicable) to pay or provide for, all amounts, interest and principal due and payable to the Senior Expense Facility Provider(s) in accordance with the Senior Expense Facility Agreement;

1.1.15 fifteenth, to pay or provide for, any other fees, interest, costs or expenses due and payable under any Tranche of Notes or any Programme Document in relation to the Transaction, which have not previously been paid;

1.1.16 sixteenth, to pay or provide for dividends payable to the Preference Shareholders; and

1.1.17 seventeenth, to pay or provide for dividends payable to the holder of the ordinary shares in the issued share capital of the Issuer.

2 **Post-Enforcement Priority of Payments**

2.1 In relation to each Transaction, the funds standing to the credit of the relevant Transaction Account and the Senior Expense Reserve (if required), after the delivery of an Enforcement Notice will be applied in the order of priority set out below -

2.1.1 first, to pay or provide for the Issuer's liability or potential liability for Tax and any statutory fees, costs and expenses, attributable to the receipts or accruals made by the Issuer under that Transaction;

2.1.2 second, to pay all amounts payable by the Issuer under the Issuer Indemnity;

2.1.3 third, to pay or provide for *pari passu* and *pro rata* -

(a) the remuneration due and payable to the Security SPV and/or the Security SPV Owner Trustee (inclusive of VAT, if any) and any fees, costs, charges, liabilities and expenses (inclusive of VAT, if any) incurred by the Security SPV and/or the Security SPV Owner Trustee under the provisions of the Security Agreements and/or any of the Programme Documents, in relation to the Transaction, and/or the Notes;

(b) the remuneration due and payable to the Issuer Owner Trustee (inclusive of VAT, if any) and any fees, costs, charges, liabilities and expenses (inclusive of VAT, if any) incurred by the Issuer Owner Trustee under the provisions of the Security Agreements and/or any of the Programme Documents, in relation to the Transaction, and/or the Notes;

(c) all fees, costs, charges, liabilities and expenses (inclusive of VAT, if any) incurred by the Issuer in relation to the Transaction, which are due and payable to third parties and incurred without breach by the Issuer of its obligations under the Programme Documents and not provided for payment elsewhere (including payment of the Rating Agency, the JSE, the Safe Custody Agent, audit fees, legal fees, the directors of the Issuer and company secretarial expenses);

2.1.4 fourth, to pay or provide for *pari passu* and *pro rata* -

(a) the fee due and payable to the Servicer (inclusive of VAT, if any) together with costs and expenses which are due and payable to the Servicer under the Servicing Agreement;

(b) the fee due and payable to the Administrator (inclusive of VAT, if any) together with costs and expenses which are due and payable to the Administrator under the Administration and Agency Agreement;

(c) all amounts due and payable or accrued to the Transfer Agent, Calculation Agent and Paying Agent in relation to the Transaction, in accordance with the Administration and Agency Agreement; and

(d) all amounts due and payable or accrued to the Arranger and/or the Debt Sponsor in relation to the Transaction, in accordance with the Programme Agreement;

2.1.5 fifth, to pay or provide for any net settlement amounts and Hedge Termination Amounts due and payable to any Hedge Counterparty, in relation to the Transaction, in accordance with the Hedging Agreements (but excluding any Hedge Termination Amounts where the Hedge Counterparty is in default);

2.1.6 sixth, to pay or provide for all amounts of principal, interest, fees and other expenses due and payable to the Class A Noteholders in respect of the Notes;

2.1.7 seventh, to pay or provide for all amounts of principal, interest, fees and other expenses due and payable to the Class B Noteholders in respect of the Notes;

2.1.8 eighth, to pay or provide for all amounts of principal, interest, fees and other expenses due and payable to the Class C Noteholders in respect of the Notes;

2.1.9 ninth, to pay or provide for, the Hedge Termination Amounts due and payable to any Hedge Counterparty, in relation to the Transaction, in accordance with the Hedging Agreements where the Hedge Counterparty is in default;

2.1.10 tenth, to pay or provide for, the Programme Management Fee (inclusive of VAT, if any) due and payable to the Programme Manager in accordance with the Programme Management Agreement;

2.1.11 eleventh, (if applicable) to pay or provide for, all amounts, interest and principal due and payable to the Senior Expense Facility Provider(s) in accordance with the Senior Expense Facility Agreement;

2.1.12 twelfth, to pay or provide for, any other fees, interest, costs or charges due and payable under any Tranche of Notes or any Programme Document in relation to the Transaction, which have not previously been paid;

2.1.13 thirteenth, to pay or provide for dividends payable to the Preference Shareholders; and

2.1.14 fourteenth, to pay or provide for dividends payable to the holder of the ordinary shares in the issued share capital of the Issuer.