Redink Rentals (RF) Ltd

Investor Report

| Payment Date: | 17 April 2024 |
|---------------------------------------------------------|-------------------------------------------------|
| Determination Date: | 31 March 2024 |
| | |
| | |
| Priority of Payment applicable: | Pre-Enforcement Priority of Payments |
| Priority of Payment applicable: Frequency of Reporting: | Pre-Enforcement Priority of Payments Quarterly |

Administrator: Redinc Capital (Pty) Ltd

Administrator Contact Details:

Tel: +27 010 822 7993

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Issuer Details

Introduction

The Issuer: Redink Rentals (RF) Limited (registration number 2015/090404/06)

Directors

- Gary Thomas Sayers
- Kurt Van Staden
- Paul Dean Lutge
- Evelyn Deiner

Secretary and registered office

Secretary: Quadridge Trust Services (Pty) Ltd, 32 Fricker Road, Illovo Boulevard, Illovo, Gauteng

Registered office: 32 Fricker Road, Illovo Boulevard, Illovo, Gauteng 2196.

Auditor

The auditor of the Issuer is RSM South Africa Incorporated.

Activities

The activities of the Issuer are restricted by the Programme Documents and are limited to the issue of Notes, the purchase of Eligible Assets, the exercise of related rights and powers and other activities referred to in the Programme Documents or reasonably incidental to such activities.

The activities of the Issuer shall be confined to those contemplated in this Programme Memorandum. The directors of the Issuer support the Code of Governance Principles set out in the King IV Report (the "Code") and recognises the need to conduct the affairs of the Issuer with integrity and accountability.

The Issuer is an insolvency remote entity operating in accordance with the Transaction Documents, with no employees and no administrative infrastructure of its own. Accordingly, the Issuer complies with the Code to the extend applicable, as further detailed in the annual financial statements of the Issuer, published on https://www.redinkrentals.co.za/reports.

Transaction Description

| General | | |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Description of Programme | Redink Rentals (RF) Limited (the "Issuer") may from time to time issue limited recourse secured registered notes denominated in South African Rand, under its Note Programme, on the terms and conditions contained in the Programme Memorandum. | |
| Description of Transaction No. 7 | The Issuer made available to the Borrower a Rand denominated term loan facility in an aggregate capital amount equal to R1,000,000,000 (the "Loan Agreement") which was utilised by the Borrower to purchase vehicles and/or to repay a intercompany and/or shareholder loans. As security for the Borrower's obligations under the Loan Agreement - | |
| | a) the Borrower 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"); and | |
| | b) the Shareholder pledged and ceded in securitatem debiti to the Issuer all its right, title and interest in and to all shares in and claims on loan account against the Borrower (the "Shareholder Pledge and Cession"). | |
| | c) The Shareholder also entered into a subordination agreement with the Issuer in terms of which it will subordinate all claims it may have against the Borrower in favour of the Issuer on the terms and the conditions set out therein (the "Subordination Agreement") | |
| Inception Date of Programme | 29 May 2015 | |
| Programme Size | ZAR10 000 000 000 | |
| Rating Agency | N/A | |
| Programme Rating | N/A | |

Transaction Counterparty Information

| Transaction Participants | |
|-------------------------------------|-----------------------------------------------------------------------|
| Issuer | Redink Rentals (RF) Ltd |
| Arranger & Manager | Redinc Capital (Pty) Ltd |
| Servicer | N/A |
| Seller | N/A |
| Back-up Servicer | N/A |
| Borrower | Bridge Taxi Finance No 6 (RF) Proprietary Limited |
| Security SPV | Redink Rentals Security SPV (RF) Proprietary Limited |
| Trustees (Owner Trust) | Quadridge Trust Services (Pty) Ltd |
| Trustees (Security SPV Owner Trust) | Quadridge Trust Services (Pty) Ltd |
| Account Bank | Nedbank Limited |
| Administrator | Redinc Capital (Pty) Ltd |
| Safe Custody & Settlement Agent | Nedbank Limited acting through its division Nedbank Investor Services |
| Transfer Secretary | Redinc Capital (Pty) Ltd |
| Paying & Calculation Agent | Redinc Capital (Pty) Ltd |
| Transaction Accounts Provider | Nedbank Limited |
| Permitted Investment(s) | Nedbank Limited |
| Auditors | RSM South Africa Incorporated |
| Liquidity Facility Provider | N/A |
| Credit Enhancement | N/A |
| Hedge counterparty | N/A |
| Other Facilities | N/A |

Trigger Events¹

| Period | 24 |
|--------------------------------|-----------|
| Determination Date: Start | 31-Dec-23 |
| Determination Date: End | 31-Mar-24 |
| Interest Payment Date | 17-Apr-24 |
| | |
| Events of Default | |
| Programme Event of Default | No |
| Issuer Insolvency Event | No |
| Transaction Event of Default | No |
| Servicer Event of Default | Yes |
| Stop Origination Event: Breach | Yes |

Transaction Covenants²

| Period | | | 24 |
|--------------------------------------------------------|------------|--------|-----------|
| Determination Date: Start | | | 31-Dec-23 |
| Determination Date: End | | | 31-Mar-24 |
| Interest Payment Date | | | 17-Apr-24 |
| | Test Level | Actual | Breach |
| Interest Cover Ratio | >= 1,75 | 0.27 | TRUE |
| Asset Cover Ratio | >= 1,20 | 1,13 | TRUE |
| Asset Cover Ratio (Adjusted for Non-Performing Assets) | >= 1,00 | 0,37 | TRUE |
| Non-Performing Assets Ratio | <= 25% | 75% | TRUE |
| Stock On-Hand Ratio | <= 10% | 45% | TRUE |
| Weighted Average Asset Yield | >= 15% | 15% | FALSE |

¹ Following the occurrence of a Servicer Default (as defined in the Servicing Agreement) and an Event of Default under the Amended and Restated Revolving loan Facility Agreement (refer to the SENS announcement dated 31 January 2024), the provisions of 9.4, *inter alia*, of the Amended and Restated Revolving loan Facility Agreement remains applicable and in place (the Servicer Default Amortisation Date).

² With the continuation of increasing low collection rates, and the absence of any further contributions from Mokoro Holdings (Pty) Ltd (the Servicer and Seller) on the back of increased cancellations and repossessions of vehicles, contributed to the reported breaches of the covenants as listed above. Following the notification to the Borrower and the expiry of the 30 day remedy period, the provisions of 9.3, *inter alia*, of the Amended and Restated Revolving loan Facility Agreement has been triggered, with the Financial Covenant Amortisation Date effective 28 April 2024. See "Transaction Update" for further details.

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For the quarter ended: 31 March 2024

Asset Data³

Dariad

| Period | 24 |
|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| Determination Date: Start | 31-Dec-23 |
| Determination Date: End | 31-Mar-24 |
| Interest Payment Date | 17-Apr-24 |
| Type of Underlying Assets | A Rand denominated term loan facility made available to the Borrower in an aggregate capital amount equal to R1,000,000,000 |
| Initial number of asset | 1 |
| Initial value of assets | ZAR 20,000,000 |
| Number of assets outstanding | 1 |
| Total capital value of assets outstanding | ZAR 802,764,846 |
| Initial weighted average time to maturity | 3,00 years |
| Weighted average time to maturity | 2,00 years |
| Average time to maturity | 2,00 years |
| Maximum maturity | 2,00 years |
| Weighted average coupon rate | N/A |
| Maturity Analysis of Pool | N/A |
| Number of Obligors | 1 |
| 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 |
| Largest asset value | N/A |
| Average asset value | N/A |
| | |

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Additional information

See Annexure A: portfolio characteristic of Bridge

Taxi Finance No 6 (RF) Proprietary Limited

[•] With the occurrence of a Servicer Default as noted on page 4 prior to the Final Redemption Date ("Servicer Default Amortisation Date"), then, with effect from the Servicer Default Amortisation Date, the Borrower shall utilise all funds received to repay the Loan Outstanding Balance (as defined in the Amended and Restated Revolving Loan Facility Agreement).

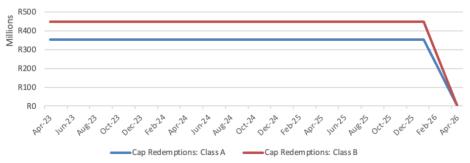
defined in the Amended and Restated Revolving Loan Facility Agreement).

In addition, following the reported breaches of the Financial Covenant as noted on page 4 prior to the Final Redemption Date, which remained unremedied to date ("Financial Covenant Amortisation Date"), then, with effect from the Financial Covenant Amortisation Date, the Borrower shall utilise all funds received to repay the Loan Outstanding Balance (as defined in the Amended and Restated Revolving Loan Facility Agreement).

Liability Data⁴

| Period | 24 | 24 |
|------------------------------------------------|-----------------------|-----------------------|
| Determination Date: Start | 31-Dec-23 | 31-Dec-23 |
| Determination Date: End | 31-Mar-24 | 31-Mar-24 |
| Interest Payment Date | 17-Apr-24 | 17-Apr-24 |
| | | |
| Status and Class of the Notes | Secured Class A notes | Secured Class B notes |
| Tranche number | 1 | 1 |
| Series number | 7 | 7 |
| Stock Code | RED706 | RED707 |
| ISIN nr | ZAG000195405 | ZAG000195462 |
| Financial Exchange | JSE | JSE |
| Initial Nominal Amount | ZAR 352,697,071 | ZAR 450,002,929 |
| Tap Issues during reporting period | - | - |
| Total principal repaid during reporting period | - | - |
| Notes outstanding as at reporting period | ZAR 352,697,071 | ZAR 450,002,929 |
| Interest Payment | ZAR 13,101,971 | ZAR 18,231,283 |
| Interest not paid | ZAR 13,101,971 | ZAR 18,231,283 |
| Interest Rate | 14.900% | 16.250% |
| Rating Agency | N/A | N/A |
| Credit Rating | Private | N/A |
| Issue Date | 17 Apr 2023 | 17 Apr 2023 |
| Revolving period end date | 17 Apr 2026 | 17 Apr 2026 |
| Final Redemption Date | 17 Apr 2033 | 17 Apr 2033 |

Estimated Maturity Analysis of Notes



⁴ As of the Servicer Default Amortisation Date, which occurred prior to the Financial Covenant Amortisation Date, 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 and the Class B Notes in descending order of rank, in accordance with the Pre-Enforcement Priority of Payments

Pre-Enforcement Priority of Payments.

Accordingly, 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 B Notes.

Allocation of Funds

Pre-Enforcement Priority of Payments

Period 24
Payment Date 17-Apr-24

Available Funds ZAR 1,154,895

| POP Item | Description | Amount payable / provided for |
|-------------|----------------------------------------------------|----------------------------------|
| | Excluded Items | |
| 1 | Taxes | 443,383 |
| 2 | Corporate Existence Payment | 594,030 |
| 3 | Servicer, Administration & Agency Fees | 105,000 |
| 4 | Hedge Counterparty | - |
| 5 | Class A: Note Interest | - |
| 6 | Class A: Note Capital | - |
| 7 | Class B: Note Interest | - |
| 8 | Class B: Note Capital | - |
| 9 | Snr Exp Reserve Account | - |
| 10 | Hedge counterparty | - |
| 11 | Programme Management Fee | - |
| 12 | Senior Expense Facility Provider | - |
| 13 | Any other costs not elsewhere paid or provided for | - |
| 14 | Preference Shareholders | - |
| | Available Cash | ZAR 12483 |

Bank Accounts

| Name of account | Balance: 31 March 2024 |
|-----------------------------------|------------------------|
| Transaction Account: Chq Account | ZAR 1,958 |
| Transaction Account: Call Account | ZAR 918,155 |
| Total | ZAR 920,113 |

Transaction Update: 31 January 2024 5

Transaction Summary

The Issuer made 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 applied the proceeds under the Revolving Loan Facility Agreement for the purposes as set out 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");

Transaction Status

The Quarterly Investor Report for the quarter ended 31 September 2023 highlighted a Financial Covenant breach (see footnote on page 4 of that report) in respect of the Revolving Loan Facility Agreement, which was subsequently remedied by the 20 November 2023. A breach of a Financial Covenant was reported again in the Quarterly Investor Report for the quarter ended 31 December 2023 (see footnote on page 4 of that report).

With reference to the section titled "Transaction Covenants" listed on page 4 of this report above -

- a Servicer Default occurred, as reported through the SENS dated 31 January 2024;
- the Borrower is in breach of its Financial Covenants; and

⁵ Capitalised terms and expressions here and not otherwise defined herein, shall have the meanings ascribed to such terms and expressions in the programme memorandum issued by the Issuer in relation to the Programme dated 29 May 2015 (the "Programme Memorandum"), and the Applicable Pricing Supplements in relation to Transaction No. 7 – Bridge Taxi Finance.

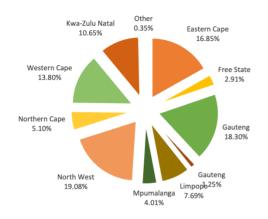
• the Borrower failed to submit its audited financial statements within 6 months of its financial year-end being 30 September 2023.

Consequently, the reported breaches of, amongst other, the Financial Covenants and expiry of the remedial period as described in the Revolving Loan Facility Agreement, and the occurrence of a Servicer Default (as defined in Servicing Agreement), resulting in, inter alia, remedial obligations being imposed on the Borrower as provided for, and the discretionary election by the Issuer as to the nature and extent of the enforcement thereof, is subject to the further terms and conditions of the relevant Transaction Documents, including the Revolving Loan Facility Agreement and Servicing Agreement.

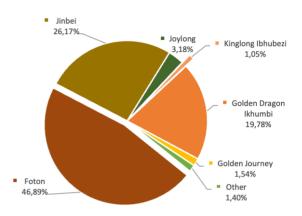
It may be useful to note that the occurrence of the Servicer Default, and breach of any particular Financial Covenant by the Borrower as regards its obligations to the Issuer, and particularly where remedied timeously, does not of itself necessarily result in a breach or default under the Notes.

Annexure A:

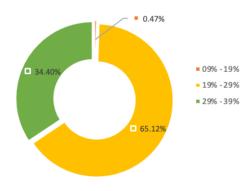
Portfolio characteristic of referenced participating assets



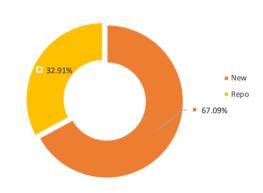
Portfolio Distribution by Region



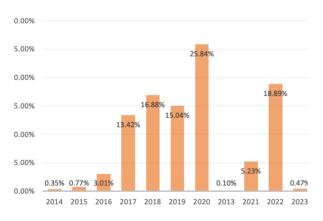
Portfolio Distribution by Vehicle Model



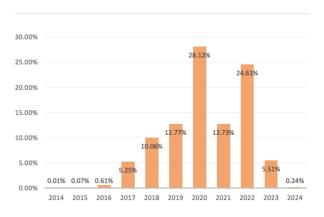
Portfolio Distribution: Yield



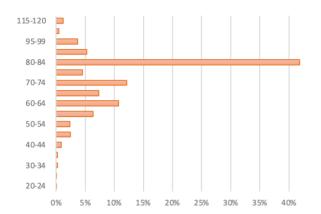
Portfolio Distribution: New vs Repo

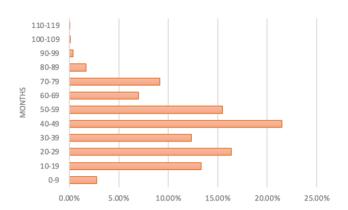


Portfolio Distribution by Model Year



Portfolio Distribution by Origination Year





Portfolio Distribution by Contract Term

Portfolio Distribution by Seasoning

| Portfolio Characteristics | 31 March 2024 |
|------------------------------------|-----------------|
| Portfolio outstanding | ZAR 814,505,608 |
| Number of loans | 1,158 |
| Weighted average (WA) Yield | 27.08% |
| Average capital outstanding | ZAR 703,373 |
| WA remaining term (months) | 34.42 |
| WA seasoning (months) | 41.22 |
| NPL's | ZAR 607,971,487 |
| NPL's - nr of loans | 797 |
| Stock (excluding settlement stock) | ZAR 51,995,613 |