

For the quarter ended: 30 September 2024

Redink Rentals (RF) Ltd

Investor Report

Payment Date:	17 October 2024
Determination Date:	30 September 2024
Priority of Payment applicable:	Pre-Enforcement Priority of Payments
Frequency of Reporting:	Quarterly
Transaction:	Transaction No. 7 - Bridge Taxi Finance

Administrator: Redinc Capital (Pty) Ltd

Administrator Contact Details:
Tel: +27 010 822 7993

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For the quarter ended: 30 September 2024

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 2196

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 extent applicable, as further detailed in the annual financial statements of the Issuer, published on <https://www.redinkrentals.co.za/reports>.

For the quarter ended: 30 September 2024

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

For the quarter ended: 30 September 2024

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

For the quarter ended: 30 September 2024

Trigger Events

Period	26
Determination Date: Start	30-Jun-24
Determination Date: End	30-Sep-24
Interest Payment Date	17-Oct-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

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). Whilst the Servicer Defaults were continuing, the Servicer's appointment was cancelled in terms of clause 18.2 (Servicer Default) of the Agreement, and the Servicing Agreement was terminated in so far as it relates to the Servicer with effect from 5 June 2024.

Transaction Covenants

The reported breaches in the prior quarterly report of the borrower covenants in terms of the Borrower Revolving Loan Facility Agreement, is continuing and remains unremedied, 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, with no further reporting of the Borrower Financial Covenants to be made.

See "Transaction Update" for further details.

For the quarter ended: 30 September 2024

Asset Data¹

Period	26
Determination Date: Start	30-Jun-24
Determination Date: End	30-Sep-24
Interest Payment Date	17-Oct-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 282,500,000
Number of assets outstanding	1
Total capital value of assets outstanding	ZAR 865,795,116
Initial weighted average time to maturity	3,00 years
Weighted average time to maturity	1,50 years
Average time to maturity	1,50 years
Maximum maturity	1,50 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
Additional information	See Annexure A: portfolio characteristic of Bridge Taxi Finance No 6 (RF) Proprietary Limited

¹

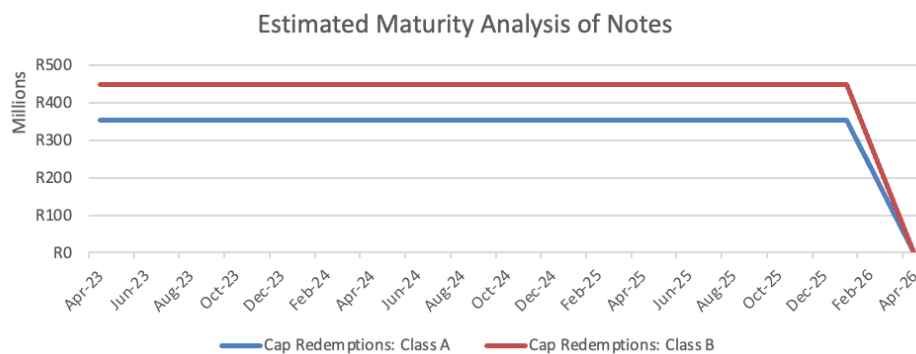
• With the occurrence of a Servicer Default as noted on page 4 prior to the Final Redemption Date ("Servicer Default Amortisation Date"), then, with effect from the Servicer Default Amortisation Date, the Borrower shall utilise all funds received to repay the Loan Outstanding Balance (as defined in the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

• 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 Data²

Period	26	26
Determination Date: Start	30-Jun-24	30-Jun-24
Determination Date: End	30-Sep-24	30-Sep-24
Interest Payment Date	17-Oct-24	17-Oct-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 362,697,071	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 13,179,275	ZAR 18,346,558
Interest not paid	ZAR 13,179,275	ZAR 18,346,558
Interest Rate	14.825%	16.175%
Rating Agency	N/A	N/A
Credit Rating	N/A	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



² 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.

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 have been repaid, the Issuer shall repay all interest and principal due in respect of the Class B Notes.

Allocation of Funds

Pre-Enforcement Priority of Payments

Period **26**
Payment Date **17-Oct-24**

Available Funds **ZAR 1,147,457**

POP Item	Description	Amount payable / provided for
	Excluded Items	
1	Taxes	47,758
2	Corporate Existence Payment	993,740
3	Servicer, Administration & Agency Fees	105,959
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 0

Bank Accounts

Name of account	Balance: 30 September 2024
Transaction Account: Chq Account	ZAR 1,541
Transaction Account: Call Account	ZAR 911,133
Total	ZAR 912,674

Transaction Update: 31 January 2024 ³

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 being to acquire Instalment Sale Agreements and the Vehicles which are subject to such agreements ("the Relevant Assets") from Mokoro Holding Company Proprietary Limited ("Mokoro") and certain subsidiaries of Mokoro.

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 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").

Essentially, the primary asset of Transaction No. 7 is a loan (the Revolving Loan Facility) backed by the Relevant Assets held by the Borrower, as advanced and sold to minibus taxi operators in South Africa. The performance and serviceability of the loan, and in the turn the Notes as issued under Transaction No. 7, is directly dependent on that of the performance of the Relevant Assets.

Transaction Status: 17 January 2024 - 17 April 2024

With the Borrower being incorporated as a ring-fenced insolvency remote Special Purpose Vehicle ("SPV"), the servicing function of the Relevant Assets and related operational infrastructure of the Borrower has been outsourced and managed by the Servicer, Mokoro.

During January 2024, Mokoro experienced substantial financial distress, which has triggered a number of default events under the Borrower Transaction Documentation, as reported by the Issuer through SENS dated 31 January 2024, for one a Servicer Default was triggered.

³ 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.

In addition, the Quarterly Investor Report for the quarter ended 30 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
- 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.

Transaction Status: 17 July 2024

The financial distress experienced by Mokoro noted above, was preceded by the events pertaining to a prominent player in the South African taxi market, the prevailing credit environment, slowdown in new vehicle sales, elevated petrol prices and unfortunate passing of the founder and CEO of Bridge Taxi Finance business and its operating company, Mokoro, which all placed significant pressure on the business.

Although the Notes are linked to the Relevant Assets that are ring-fenced in BTF6, the business strains at Mokoro level have had an impact, the most significant being poor collection levels of the underlying Relevant Assets.

One or more Events of Default (as defined in clause 15 of the Loan Agreement) has occurred namely that -

- Mokoro has commenced negotiations with one or more of its creditors by reason of actual or anticipated financial difficulties, as referred to in clause 15.5.1 of the Loan Agreement;
- any corporate action, legal proceedings or other step has been taken in relation to the business rescue of Mokoro, as referred to in clause 15.6.1.1 of the Loan Agreement; and
- a business rescue practitioner has been appointed for Mokoro, as referred to in clause 15.6.1.3 of the Loan Agreement.

As a result of the occurrence of the Events of Default referred to in above, the Lender enforced its rights under the Mokoro Pledge and Cession agreement.

Since the reported Servicer Default event, the Servicer's appointment under the Servicing Agreement was cancelled and the Servicing Agreement was terminated in so far as it relates to the Servicer with effect from 5 June 2024 (“Termination Date”). Following which, the Borrower has

appointed a replacement servicer, being Gomo Vehicle Solutions (Pty) Ltd (for additional information see: <https://www.mobalyz.com/>). The handover process is still ongoing, hence the quarter-end information for the period ended 30 June 2024 has not been made available yet at the date of this report.

Transaction Status: 18 November 2024

Servicer Default Update: Since the appointment of the Substitute Servicer noted above, the transition and handover has been completed.

Financial Covenant Status: The continuation of the Borrower Financial Covenant breaches were reported in the quarter-end reports following that of 30 September 2023. As it stands, the Borrower is currently not able to make full payments of the Loans due to the Issuer under the terms of the Revolving Loan Facility Agreement, having been severely impacted by the events as described above, which resulted in the Issuer not being able to make they quarterly coupon payments on the Notes in issue in relation to Transaction No. 7. Please refer to the Annexe for further details on the portfolio collateral characteristics.

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.

Noteholders have requested that the existing Notes and related Relevant Assets be restructured. Some Noteholders are considering independent restructuring options, the outcome of which the Issuer is still waiting on.

Annexure A: ⁴

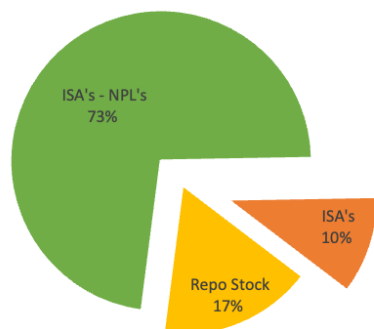
Portfolio Characteristics

30 September 2024

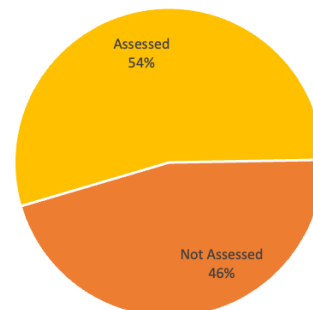
Portfolio outstanding (gross)	ZAR 775,620,659
Number of loans	990
Weighted average (WA) Yield	27.09%
Average capital outstanding	ZAR 783,455
WA remaining term (months)	28.56
WA seasoning (months)	47.27
NPL's	ZAR 676,642,395
NPL's - nr of loans	811
Stock (gross)	ZAR 155,235,931

Distribution of Arrear Accounts by IFRS 9 Stage as at 30 September 2024

IFRS 9 Stage	Average of Nr of Instalments in Arrears	Outstanding Balance (gross)	Number of Accounts	Average of Balance Outstanding	Sum of Amount in arrears	Average of Amount in arrears
New	27	ZAR 528,426,807.93	600	ZAR 880,711.35	ZAR 214,283,326.80	ZAR 357,138.88
1	0	ZAR 6,782,426.62	17	ZAR 398,966.27	ZAR 20,558.51	ZAR 1,209.32
2	11	ZAR 54,757,157.51	83	ZAR 659,724.79	ZAR 12,759,557.78	ZAR 153,729.61
3	30	ZAR 466,887,223.80	500	ZAR 933,774.45	ZAR 201,503,210.51	ZAR 403,006.42
Repo	22	ZAR 247,193,851.57	390	ZAR 633,830.39	ZAR 96,645,509.46	ZAR 247,809.00
1	0	ZAR 4,732,497.48	10	ZAR 473,249.75	ZAR 26,349.62	ZAR 2,634.96
2	7	ZAR 29,487,664.01	64	ZAR 460,744.75	ZAR 5,228,242.78	ZAR 81,691.29
3	26	ZAR 212,973,690.08	316	ZAR 673,967.37	ZAR 91,390,917.06	ZAR 289,211.76
Grand Total	25	ZAR 775,620,659.50	990	ZAR 783,455.21	ZAR 310,928,836.26	ZAR 314,069.53



Participating Asset Portfolio Distribution



Stock Status

⁴ Information is based in the data provided by the Servicer for the period ended 30 September 2024.