



**REDINK RENTALS (RF) LIMITED**

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

**Issue of R36,000,000 Secured Class A Notes**

**Under its Secured Note Programme**

**Transaction No. 14 – Tower Investments (OMNI – Invoice Discounting  
and Inventory Financing Agreements)**

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. 14, dated 14 September 2020. 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 to the aforementioned documents from time to time, except otherwise stated therein.

The JSE assumes no responsibility or liability of whatsoever nature for the correctness of any statements made or opinions expressed or information contained in or incorporated by reference into the Programme Memorandum or this Applicable Pricing Supplement. The admission of any Tranche of Notes to the list of debt securities maintained by the JSE and the listing of such Notes on the Interest Rate Market of the JSE is not to be taken as an indication of the merits of the Issuer or the Notes. The JSE assumes no responsibility or liability of whatsoever nature for the contents of the Programme Memorandum and this Applicable Pricing Supplement or any documents incorporated by reference into the Programme Memorandum and this Applicable Pricing Supplement and the JSE makes no representation as to the accuracy or completeness of the Programme Memorandum or this Applicable Pricing Supplement, the annual financial statements or any other information incorporated by reference into the Programme Memorandum (as amended or restated from time to time). The

JSE expressly disclaims any liability for any loss arising from or in reliance upon the whole or any part of the Programme Memorandum or this Applicable Pricing Supplement or the annual financial statements or any other information incorporated by reference into the Programme Memorandum (as amended or restated from time to time).

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 will not exceed the Transaction Limit as specified in item 62 below.

## DESCRIPTION OF THE TRANSACTION

- |   |  |   |
|---|--|---|
| 1 | Transaction No. 14   | Acquisition by the Issuer from Tower Investments Proprietary Limited (" <b>Tower Investments</b> " or " <b>Seller</b> ") of all its rights in and to the Sale Assets (as defined below).  |
| 2 | Seller   | Tower Investments   |
| 3 | Address, description and significant business activities of the Seller | <p>Tower Investments' primary business activities involves providing operating rental solutions and turnkey financial solutions for customers wishing to acquire various forms of equipment. It further deploys expert asset finance and cash flow solutions to the South African market by utilizing a combination of in-house facilities and strategic partnership arrangements. In addition, Tower Investments provides rental managed services eliminating the need for sourcing, procuring, servicing, maintaining and comprehensively insuring equipment needs on behalf its customer base. Tower Investments manages, on behalf of our customers, various asset based rental schemes in which we have been assigned the sourcing, procurement and complete management responsibility for all assets relating to each scheme.</p> <p>For additional information see:<br/><a href="http://www.tsys.co.za">www.tsys.co.za</a></p> <p>Address: Suite 4A, 100 on Armstrong Avenue, La Lucia Ridge, 4001</p> |
| 4 | Servicer   | Tower Investments in terms of a servicing agreement entered into between Tower Investments and the Issuer (the " <b>Servicing Agreement</b> ")  |
| 5 | Back-up Servicer   | N/A   |

- 6 Description of the Business Activities of the Administrator Redinkcapital Proprietary Limited ("**Redinkcapital**"), 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](http://www.red-inc.co.za)"
- 7 Description of Sale Assets to be acquired All of the Seller's right, title and interest in and to –
- (a) the written invoice discounting agreement entered into between the Seller and OMNIGSS Proprietary Limited, dated 11 August 2020 and as amended on or about the 29<sup>th</sup> January 2021 (the "**Credit Agreement**");
  - (b) the written invoice discounting agreement entered into between the Seller and Shorebreak Trading Proprietary Limited, dated 20 October 2020 (the "**Credit Agreement**");
  - (c) the Eligible Debts (as defined in the Credit Agreement);
  - (d) the Credit Agreement Collateral;
  - (e) the Credit Agreement Collateral Documents; and
  - (f) the Underlying Documents concluded in relation to the Credit Agreement,
- but excluding the Excluded Obligations/Amounts
- Please see Annexure A, which contains the relevant extracts from the Sale Agreement and Annexure C, which includes the relevant extracts from the Sale Supplement**
- 8 Description of Security to be provided to Secured Creditors of Transaction No. 14 Pursuant to the Security SPV Guarantee, dated on or about 14 September 2020 ("**Transaction No. 14 Security SPV Guarantee**"), the Security SPV undertakes in favour of each Secured Creditor of Transaction No. 14 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. 14.

The liability of the Security SPV pursuant to the Transaction No. 14 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 14 September 2020 ("**Transaction No. 14 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. 14 Security SPV Guarantee.

The Issuer's obligations in terms of the Transaction No. 14 Issuer Indemnity are secured by the cession in *securitatem debiti* agreement, dated on or about 14 September 2020, ("**Transaction No. 14 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 118 681 4969, into which all monies received or to be received by the Issuer in relation to Transaction No. 14 will be deposited ("**Transaction No. 14 Transaction Account**");
- (b) all monies held from time to time in the name of or on behalf of the Issuer in the Transaction No. 14 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. 14 Transaction Account from time to time;
- (d) the sale agreement entered into between the Seller and the Issuer in

terms of which the Seller agrees to sell the Sale Assets to the Issuer (the "**Sale Agreement**");

- (e) the Sale Assets (as set out above); and
- (f) the cession *in securitatem debiti* agreement entered into between the Seller and the Issuer in terms of which the Seller cedes in favour of the Issuer, all its right, title and interest in and to its bank account (as described therein) and all funds standing to the credit of its bank account as security for its obligations to the Issuer under the Sale Agreement (the "**Seller Security Cession Agreement**"),

in relation to Transaction No. 14, 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. 14 Security Cession Agreement.

## 9 Transaction Documents

The documents constituting the transaction titled "Transaction No. 14 – Tower Investments, being –

- (a) the Transaction No. 14 Security SPV Guarantee;
- (b) the Transaction No. 14 Issuer Indemnity;
- (c) the Transaction No. 14 Security Cession Agreement;
- (d) the Seller Security Cession Agreement;
- (e) the Notes described in this Applicable Pricing Supplement (including the Terms and Conditions in respect thereof) and this Applicable Pricing Supplement;
- (f) the Sale Agreement;

- (g) the Servicing Agreement;
  - (h) the Preference Share Subscription Agreement;
  - (i) the Common Terms Agreement; and
  - (j) the Administration Agreement,
- (collectively, the "**Transaction Documents**")

## DESCRIPTION OF THE NOTES

10	Issuer	Redink Rentals (RF) Limited
11	Status and Class of the Notes	Secured Class A Notes
12	Tranche number	1
13	Series number	14
14	Aggregate Principal Amount of this Tranche	R36,000,000
15	Issue Date	17 March 2021
16	Minimum Denomination per Note	R1,000,000
17	Issue Price	100%
18	Applicable Business Day Convention	Following Business Day
19	Determination Date	the last day of each calendar month
20	Interest Commencement Date	17 March 2021
21	Scheduled Redemption Date	17 September 2021, being the date on which the Issuer is expected to redeem all, but not some only, of the Notes in this Tranche of Notes at their Principal Amount Outstanding (together with accrued interest thereon). If any Notes in this Tranche of Notes are not redeemed in full at the Scheduled Redemption Date, this shall not constitute an Event of Default by the Issuer and the Issuer shall continue to redeem each Note in this Tranche of Notes in accordance with the Pre-Enforcement Priority of Payments to the extent that funds are available.
22	Final Redemption Date	17 December 2021
23	Final Redemption Amount	100% of nominal 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 Redemption Date
- 25 Mandatory Redemption in part by the Issuer
- (a) If, for whatever reason (including but not limited to the occurrence of an event of default under the Credit Agreement (as set out in Annexure A and B hereto)), the Credit Agreement funded by the issuance of this Tranche of Notes is terminated early or no further Eligible Debts are accepted or purchased thereunder, 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 redeem the Notes in accordance with Condition 7.2 of the Terms and Conditions.
- (b) If the net proceeds of the issuance of the Notes as contemplated in this Applicable Pricing Supplement is not utilised to pay the purchase price for the Sale Assets (as contemplated in paragraph 27 below) within three Business Days of the Issue Date, the Issuer shall notify the Noteholders thereof and the Outstanding Principal Amount will become immediately due and payable and the Issuer shall, on the fourth Business Day after the Issue Date or as otherwise required in terms of the JSE Debt Listings Requirements, redeem the Notes at their Outstanding Principal Amount together with all interest that the Issuer may have received in respect of the proceeds.
- 26 Step-Up Date
- Scheduled Redemption Date, from which date interest will accrue on all Notes not redeemed on the Scheduled Redemption Date at the Step-Up Rate.

27	Use of Proceeds	The net proceeds of the issue of this Tranche will be used to purchase the Sale Assets on the Issue Date or the actual date of payment of the purchase price for the Sale Assets
28	Specified Currency	Rand
29	Set out the relevant description of any additional Terms and Conditions relating to the Notes and/or amendments to the Priority of Payments	<b><u>See Annexure B</u></b> In addition, the definition of Excluded Obligations/Amounts for purposes of the Priority of Payments, shall include any amount required to be paid by the Servicer as agent on behalf of the Issuer
30	Hedge Counterparty	N/A
31	Safe Custody Agent	Nedbank Limited
32	Senior Expense Facility Provider(s)	N/A
33	Account Bank	Nedbank Limited
34	Calculation Agent, if not Redinkcapital	N/A
35	Specified Office of the Calculation Agent	Ground Floor, Silver Stream Business Park 10 Muswell Road South Bryanston 2021
36	Transfer Agent, if not Redinkcapital	N/A
37	Specified Office of the Transfer Agent	Ground Floor, Silver Stream Business Park 10 Muswell Road South Bryanston 2021
38	Paying Agent, if not Redinkcapital Limited	N/A
39	Specified Office of the Paying Agent	Ground Floor, Silver Stream Business Park 10 Muswell Road South Bryanston 2021

## FLOATING RATE NOTES

40	Payment Date(s)	Prior to the Scheduled Redemption Date, 17 September, 17 December, 17 March and 17 June and the Scheduled Redemption Date, or if such day is not a Business Day, the Business Day on which the interest will
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be paid as determined in accordance with the applicable Business Day Convention.

Following the Scheduled Redemption Date, each Interest Payment Date shall fall on the 17<sup>th</sup> day of each calendar month and the Final Redemption Date, or if such day is not a Business Day, the immediately following Business Day.

41 Interest Commencement Date

17 March 2021

42 Interest Period

Prior to the Scheduled Redemption Date, 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 June 2021 (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 Redemption Date, 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).

Following the Scheduled Redemption Date, each period of one month from (and including) the 17<sup>th</sup> day of each calendar month to (but excluding) the 17<sup>th</sup> day of the following calendar month of each year, provided that –

- (a) the first Interest Period shall commence on (and include) the Scheduled Redemption Date and shall end on (but exclude) the 17<sup>th</sup> day of the following calendar month; and
- (b) the last Interest Period shall terminate on the Final Redemption Date, notwithstanding that such period may not be a complete one month period.

- |    |   |   |
|----|---|---|
| 43 | Manner in which the Interest Rate is to be determined   | Screen Rate Determination   |
| 44 | Margin/Spread for the Interest Rate   | 200 basis points to be added to the Reference Rate  |
| 45 | Margin for the Step-Up Rate   | 0 basis points to be added to the Interest Rate on all Interest Payment Dates from the Step-Up Date |
| 46 | If ISDA Determination   |   |
|    | (a) Floating Rate Option  | N/A   |
|    | (b) Designated Maturity   | N/A   |
|    | (c) Reset Date(s)   | N/A   |
| 47 | 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   |
| 48 | 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   |
| 49 | If different from the Calculation Agent, agent responsible for calculating amount of interest   | N/A   |
| 50 | Any other terms relating to the particular method of calculating interest   | N/A   |

## GENERAL

- |    |   |              |
|----|---|--------------|
| 51 | Additional selling restrictions           | N/A          |
| 52 | International Securities Numbering (ISIN) | ZAG000174582 |
| 53 | Stock Code                                | RED143       |

54	Financial Exchange	JSE Interest Rate Market
55	Dealer	Redinkcapital (Pty) Ltd
56	Method of distribution	Private Placement
57	Rating assigned to this Tranche of Notes (if any)	N/A
58	Rating Agency	N/A
59	Governing Law	South Africa
60	Last Day to Register	<p>Prior to the Scheduled Redemption Date, by 17h00 on 11 September, 11 December, 11 March and 11 June of each year, or if such day is not a Business Day, the Business Day before each Books Closed Period.</p> <p>Following the Scheduled Redemption Date, by 17h00 on the 11th day of each calendar month of each year.</p>
61	Books Closed Period	<p>Prior to the Scheduled Redemption Date, the Register will be closed from 12 September to 16 September (both days inclusive), 12 December to 16 December (both days inclusive), 12 March to 16 March (both days inclusive) and 12 June to 16 June (both days inclusive) in each year until the Scheduled Redemption Date.</p> <p>Following the Scheduled Redemption Date, the Register will be closed from the 12th day of each calendar month to the 16th day of each calendar month (both days inclusive) in each year until the Final Redemption Date.</p>
62	Transaction Limit	R100,000,000
63	Aggregate Outstanding Principal Amount of Notes in issue on the issue Date of this Tranche	R0 excluding this Tranche of Notes and any other Tranche(s) of Notes to be issued on the Issue Date
64	Other provisions	N/A
65	Additional Information	
	(a) number and value of assets	1 (one) Sale Asset with an aggregate nominal value of R51 428 571,43
	(b) the seasoning of the assets	N/A

	(c)	rights of recourse against the Seller to the extent allowed in law, including a list of material representations and warranties given to the Issuer relating to the assets	See clause 9 of the Sale Agreement  <b><u>Please see Annexure A, which contains the relevant extracts from the Sale Agreement</u></b>
	(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%  Shoprite Checkers Proprietary Limited (registration number 1929/001817/07) ("Shoprite Checkers")
	(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 Shoprite Checkers are available on -  <a href="https://www.shopriteholdings.co.za">https://www.shopriteholdings.co.za</a>
	(i)	financial year end of Shoprite Checkers	30 June
	(j)	risk factors	N/A
	(k)	collection frequency in respect of the underlying assets	60 – 90 days
	(l)	maturity date of asset	N/A
	(m)	description of underlying physical asset	N/A
	(n)	implied interest cover ratio	N/A
66	Legal jurisdiction where the Sale Assets are situated		South Africa
67	Eligibility Criteria		The general criteria that each Credit Agreement must satisfy in order to qualify for acquisition by the Issuer –  1 the rights and obligations of the Seller under the Credit Agreement are legal,

valid and binding and the Seller is entitled to enforce its rights and obligations thereunder;

- 2 the sale and transfer by the Seller of its right, title and interest in and to the Credit Agreement does not breach the provisions of such Credit Agreement;
- 3 the Seller may cede and/or assign its rights under the Credit Agreement without the consent of the Supplier;
- 4 payments due under the Credit Agreement are not subject to set-off, counterclaim, withholding or reduction;
- 5 the Credit Agreement has not been amended or modified, except in writing, and copies of all such amendments and modifications, if any, are reflected in or attached to the Credit Agreement;
- 6 the Credit Agreement is not subject to the provisions of the National Credit Act, 2007 and the Consumer Protection Act, 2008;
- 7 Eligible Debts (as defined in the Credit Agreement) may not have a due date/repayment date later than five Business Days prior to the Scheduled Maturity Date.
- 8 Eligible Debts (as defined in the Credit Agreement) may not be accepted should a Material Adverse Effect apply in relation to the Listed Trade Creditor (i.e. Shoprite Checkers). A "Material Adverse Effect" being an event or circumstance or series of events or circumstances which, in the reasonable opinion of the Servicer has or may reasonable like have, a material adverse effect on –
  - (a) the financial condition, business or operations of the Listed Trade Creditor; or
  - (b) the ability of the Listed Trade Creditor to perform its financial and other material obligations under the agreements entered into with the

Seller (as defined in the Credit Agreement); and

- 9 Eligible Debts (as defined in the Credit Agreement) may not be accepted if there is change in control of the Listed Trade Creditor.

## **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 BDO South Africa Incorporated.

- 4 Paragraph 3(5)(d)

As at the date of this issue:

the Issuer has R793,612,409 aggregate Outstanding Principal Amount of Notes in issue on the Issue Date of this Tranche (excluding Notes issued under this Applicable Pricing Supplement); and

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 and / or to refinance the amounts outstanding under existing Notes in issue.

9 Paragraph 3(5)(i)

The Notes are secured.

10 Paragraph 3(5)(j)


BDO South Africa Incorporated, 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 during normal office hours, at the Specified Office of the Issuer.

Investor reports and the Transaction No. 14 Security SPV Guarantee referred to in par 8(c) will be made available at <https://www.redinkrentals.co.za/reporting>.

Application is hereby made to list this Tranche of Notes, as from 17 March 2021, pursuant to the **Redink Rentals (RF) Limited** Secured Note Programme.

**REDINK RENTALS (RF) LIMITED**

By:   
\_\_\_\_\_  
Director, duly authorised  
Willie Swanepoel

Date: 9 March 2021  
\_\_\_\_\_

By:   
\_\_\_\_\_  
Director, duly authorised  
Paul Lutge

Date: 9 March 2021  
\_\_\_\_\_

## ANNEXURE A– EXTRACTS FROM SALE AGREEMENT

### 9 SELLER'S WARRANTIES

- 9.1 The Seller gives the Issuer the warranties (collectively, the "**Seller Warranties**" and each being a "**Seller Warranty**") set out in clause 9.2 on the basis that -
- 9.1.1 notwithstanding that the Issuer is or should be aware that any Seller Warranty is or may be incorrect, this Agreement is entered into by the Issuer relying on the Seller Warranties each of which is deemed conclusively to be both a material representation inducing the Issuer to enter into this Agreement and an essential contractual undertaking by the Seller to ensure that such Seller Warranty is true and correct;
- 9.1.2 each such Seller Warranty shall conclusively be deemed to be material;
- 9.1.3 insofar as any Seller Warranty is promissory or related to a future event, such Seller Warranty shall be deemed conclusively to have been given as at the due date for fulfilment of the promise or the happening of such event, as the case may be;
- 9.1.4 each such Seller Warranty shall be a separate and independent warranty and shall not be limited by reference to, or inference from, the terms of any other Seller Warranty or any other provision of this Agreement; and
- 9.1.5 each such Seller Warranty shall unless the context clearly states or indicates a contrary intention, be given as at the Signature Date, each Transfer Date and every day thereafter that this Agreement is in force.
- 9.2 The Seller warrants, represents and undertakes in favour of the Issuer that -
- corporate warranties**
- 9.2.1 it is a company duly incorporated and validly existing under and in accordance with the laws of South Africa;
- 9.2.2 it has the legal capacity and the power to own its assets and to carry on its business as it is presently being conducted;
- 9.2.3 it has -
- 9.2.3.1 the legal capacity and the power to enter into and perform under; and
- 9.2.3.2 taken all necessary actions (whether corporate, internal or otherwise) to authorise its entry into and performance under,
- this Agreement;
- 9.2.4 the obligations expressed to be assumed by it under this Agreement are legal, valid and are binding on, and enforceable against, it;



- 9.2.5 the entering into of this Agreement and/or the performance of its obligations under this Agreement does not, and will not, -
  - 9.2.5.1 contravene any applicable laws; and/or
  - 9.2.5.2 contravene any provision of its memorandum of incorporation; and/or
  - 9.2.5.3 contravene, violate, cause a default and/or breach of the terms of, and/or otherwise conflict with any contract, agreement, indenture, mortgage or other instrument of any kind to which it is a party or by which it may be bound or which is binding upon its assets;
- 9.2.6 all authorisations, consents, approvals, resolutions, licenses, exemptions, filings and registrations which are required or necessary under all applicable laws -
  - 9.2.6.1 to enable it to lawfully enter into, exercise its rights and comply with its obligations under this Agreement; and
  - 9.2.6.2 to make this Agreement admissible in evidence in South Africa,  
  
have been obtained or effected and are, and will for the duration of this Agreement remain, in full force and effect;
- 9.2.7 it shall promptly inform the Issuer, in writing, of any occurrence of which it may become, or may reasonably have been expected to become, aware and which might materially adversely affect its ability to perform its obligations under of this Agreement;
- 9.2.8 no litigation, arbitration or administrative proceedings before any court, arbitral body or governmental agency or authority which would affect the ability of the Seller to comply with its obligations under this Agreement, are pending or, to the best of the Seller's knowledge and belief, threatened against the Seller or any of its assets;
- 9.2.9 it is not (nor would it with the giving of notice or the lapse of time or the satisfaction or non-satisfaction of any other condition or any combination thereof be) in breach of, or in default under, this Agreement;
- 9.2.10 it is solvent and in a position to pay its debts and meet its other obligations as and when they fall due in the normal course of business and it has not committed any act which, if the Seller was a natural person, would be an act of insolvency as defined in the Insolvency Act, 1936;
- 9.2.11 there have been no applications, steps, proceedings or orders for its deregistration, whether provisional or final and the Seller shall forthwith notify the Issuer in writing should any such applications, steps, proceedings or orders be brought or taken;
- 9.2.12 the sale of any Sale Asset to the Issuer pursuant to this Agreement will not be voidable under the Insolvency Act, 1936 or is not and would not be deemed by a South African court to be a voidable preference, and that this Agreement

has been entered into by the Seller and the Issuer in good faith and not with the intent to defraud creditors;

9.2.13 it is acting as principal and is not entering into this Agreement as agent for any other party; and

9.2.14 it has disclosed to the Issuer, in writing, all facts and circumstances which are, or which may reasonably be regarded to be, material to the Issuer as acquirer of the Sale Assets in acquiring the Sale Assets in terms of this Agreement.

#### **Sale Asset warranties**

9.2.15 at each Transfer Date and in relation to those Sale Assets sold, ceded and assigned to the Issuer with effect from such Transfer Date -

9.2.15.1 the Seller is the sole legal and beneficial owner of all right, title and interest in and to each of all of the Sale Assets sold, ceded and assigned to the Issuer on such Transfer Date, all of which will validly be transferred to the Issuer in terms of this Agreement;

9.2.15.2 none of the Sale Assets (or any portion or part thereof) sold, ceded and assigned to the Issuer on such Transfer Date is subject to any lien, pledge, hypothec, mortgage, notarial or other bond, servitude, cession in security or other encumbrance of whatsoever nature nor does any third party have any right whatsoever in or to any of such Sale Assets (or any portion or part thereof);

9.2.15.3 no person or entity is a party to any agreement in terms of which such person or entity will or may acquire any option, preferential or other right of any kind to acquire, claim delivery, ownership or transfer or the use, possession or enjoyment of any of the Sale Assets (or any portion or part thereof) sold, ceded and assigned to the Issuer on such Transfer Date;

9.2.15.4 each of the Sale Assets sold, ceded and assigned to the Issuer on such relevant Transfer Date complies with the Eligibility Criteria and the Seller, having made all reasonable enquiries, is not aware of any fact or circumstance which would or is likely to result in any such Sale Asset ceasing to comply with the Eligibility Criteria;

9.2.15.5 the Seller is not in breach of any of its obligations in terms of any of the Sale Assets sold, ceded and assigned to the Issuer on the Transfer Date and, having made all reasonable enquiries, the Seller is not aware of any failure by the Debtor or the Supplier or any Security Provider to comply with their obligations under or in connection with any Sale Asset;

9.2.15.6 the particulars of each Sale Asset contained in the relevant Sale Supplement are complete, true and accurate as reflected on the Seller's computer systems or otherwise in its possession or under its control in respect of such Sale Asset; and

9.2.15.7 the Seller has since the creation of each Sale Asset kept full and accurate accounts, books and records showing clearly all transactions, payments,

receipts and proceedings relating to that Sale Asset, including the outstanding balance from time to time;

9.2.15.8 each Credit Agreement -

9.2.15.8.1 fully and correctly reflects the terms of the agreement set out therein;

9.2.15.8.2 was completed in full prior to the signature thereof by the parties thereto;

9.2.15.8.3 constitutes a legal, valid and binding agreement between the parties thereto on the terms and conditions set out in such agreement;

9.2.15.8.4 is in compliance with all applicable laws; and

9.2.15.8.5 has not been varied or supplemented in any material way whatsoever (other than as reflected in the agreement) and is and continues to be valid, enforceable and binding in accordance with its terms;

9.2.15.9 all of the Credit Agreement Collateral given by the Supplier and/or Security Provider in terms of the Credit Agreement Collateral Documents in respect of each Sale Asset is legal, valid and enforceable in accordance with its terms and has been validly transferred to the Issuer in terms of this Agreement and will, subsequent to such transfer, remain legal, valid, binding and enforceable by the Issuer against the Supplier and/or relevant Security Provider in terms of the Credit Agreement Collateral Documents; and

9.2.15.10 full legal title in and ownership of all the Sale Assets sold, ceded and assigned to the Issuer on such Transfer Date will, on the Transfer Date, be transferred to the Issuer in terms of clauses 3 and 7 and the Issuer will become the sole legal and beneficial owner thereof, the Seller will not, after such Transfer Date, retain any title therein or ownership thereof and will not, after such Transfer Date, assert or seek or attempt to assert any right or claim in that regard.

9.3 In the event that -

9.3.1 any of the Seller Warranties is breached (to the extent that any Sale Asset designated as a Sale Asset complying with the Eligibility Criteria is not in fact an Eligible Sale Asset upon the relevant Transfer Date); or

9.3.2 any of the Seller Warranties is breached in any manner which results in the Issuer not acquiring good, marketable and unencumbered title to any Sale Asset, on the Transfer Date,

the purchase by the Issuer of all Sale Assets which was effected in accordance with clause 3 on a Transfer Date in respect of a Sale Asset, upon which such Seller Warranties were so breached, shall be voidable at any time thereafter at the instance of the Issuer, by written notice to the Seller. Upon delivery of such notice

to the Seller, the Seller shall be obliged to repay to the Issuer the full purchase price in respect thereof, less the amount of any principal and interest collections in respect thereof and, upon such payment -

- 9.3.3 the sale and purchase of such Sale Assets shall, *ipso facto*, be of no effect *ab initio*;
- 9.3.4 all ownership in and rights, benefits and interest relating to the relevant Sale Assets shall be deemed to have remained vested in the Seller at all times following the relevant Transfer Dates, in respect of the Sale Assets;
- 9.3.5 neither the Issuer nor the Seller shall have any further claim against the other for anything done hereunder or arising hereout in relation to such Sale Assets; and
- 9.3.6 the Issuer shall cease to hold the data and the Underlying Documents relating to such Sale Assets and shall deliver such data and Underlying Documents to the Seller or its nominee.

## 10 BREACH

Should any party breach any provision of this Agreement and fail to remedy such breach within 10 Business Days after receiving written notice requiring such remedy, then (irrespective of the materiality of such breach or provision) the other party shall be entitled, as its remedy, to either –

- 10.1 claim immediate specific performance of all of the defaulting party's obligations then due; or
- 10.2 cancel this Agreement; and
- 10.3 claim damages.

## 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, the Senior Expense Reserve (if required) and the First Loss Reserve (if required), will be applied on each Payment Date in relation to that Transaction, after taking into account Excluded Amounts, 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* -
- 1.1.2.1 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;
- 1.1.2.2 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
- 1.1.2.3 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* -
- 1.1.3.1 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;
- 1.1.3.2 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;

- 1.1.3.3 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
- 1.1.3.4 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 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 principal due and payable to the Noteholders on that Payment Date or Final Redemption Date, as the case may be;
- 1.1.7 seventh, 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;
- 1.1.8 eighth, 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;
- 1.1.9 ninth, 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;
- 1.1.10 tenth, (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;
- 1.1.11 eleventh, to pay or provide for the Outstanding Purchase Price (as such term is defined in the Sale Agreement) payable to the Seller in accordance with the Sale Agreement;
- 1.1.12 twelfth, (if applicable) to pay or provide for, all amounts, interest and principal due and payable to the First Loss Loan Provider(s) in accordance with the First Loss Loan Agreement;
- 1.1.13 thirteenth, 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;
- 1.1.14 fourteenth, to pay or provide for dividends payable to the Preference Shareholders; and

- 1.1.15           fifteenth, 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, after taking into account Excluded Amounts, the funds standing to the credit of the relevant Transaction Account, the Senior Expense Reserve (if required) and the First Loss 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* -

- 2.1.3.1           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;

- 2.1.3.2           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;

- 2.1.3.3           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* -

- 2.1.4.1           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;

- 2.1.4.2           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;

- 2.1.4.3 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
- 2.1.4.4 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 *pari passu* and *pro rata* –
  - 2.1.5.1 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);
  - 2.1.5.2 all amounts of interest and principal due and payable to the relevant Noteholders in respect of the Notes;
  - 2.1.5.3 the Seller's Claim in respect of the Residual Value to the Seller;
- 2.1.6 sixth, to pay or provide for, the Residual Value Differential to the Seller;
- 2.1.7 seventh, 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;
- 2.1.8 eighth, 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;
- 2.1.9 ninth, (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;
- 2.1.10 eleventh, to pay or provide for the Outstanding Purchase Price (as such term is defined in the Sale Agreement) payable to the Seller in accordance with the Sale Agreement;
- 2.1.11 twelfth, (if applicable) to pay or provide for, all amounts, interest and principal due and payable to the First Loss Loan Provider(s) in accordance with the First Loss Loan 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.



## ANNEXURE C - EXTRACTS OF SALE SUPPLEMENT

### ACQUISITION OF SALE ASSETS DATED 14 SEPTEMBER 2020

- 1 We refer to the sale agreement entered into between Tower Investments Proprietary Limited ("**Seller**") and Redink Rentals (RF) Limited ("**Issuer**") on or about 14 September 2020 (the "**Sale Agreement**") and the invoice discounting agreement entered into between the Seller and OMNIGSS Proprietary Limited on or about 11 August 2020, as amended on or about 29 January 2021 (the "**Credit Agreement**").
- 2 Sale Assets: all the Seller's right, title and interest in and to the Credit Agreement (including the Eligible Debts as defined therein), but excluding all Excluded Obligations/Amounts.
- 3 Excluded Obligations/Amounts: as described in clause 1.4.13 of the Sale Agreement.
- 4 Transfer Date of the Sale Assets is 17 September 2020.
- 5 Purchase price of the Sale Assets is R25,000,000.

### ACQUISITION OF SALE ASSETS DATED 20 OCTOBER 2020

- 6 We refer to the sale agreement entered into between Tower Investments Proprietary Limited ("**Seller**") and Redink Rentals (RF) Limited ("**Issuer**") on or about 14 September 2020 (the "**Sale Agreement**") and the invoice discounting agreement entered into between the Seller and Shorebreak Trading Proprietary Limited on or about 20 October 2020 (the "**Credit Agreement**").
- 7 Sale Assets: all the Seller's right, title and interest in and to the Credit Agreement (including the Eligible Debts as defined therein), but excluding all Excluded Obligations/Amounts.
- 8 Excluded Obligations/Amounts: as described in clause 1.4.13 of the Sale Agreement.
- 9 Transfer Date of the Sale Assets is 23 October 2020.
- 10 Purchase price of the Sale Assets is R11,000,000.