

Remaining Options Underwritten, Boosts Growth Funding

Rent.com.au Limited (ASX: RNT) ('Rent.com.au' or 'the Group'), Australia's leading platform for renters, is pleased to announce that it has entered into an option underwriting agreement ('Underwriting Agreement') with Templar Corporate Pty Ltd ('Templar') to fully underwrite the exercise of listed options ('RNTO Options'), exercisable at \$0.04 and expiring on 31 December 2025.

Under the Underwriting Agreement, Templar (previously RM Corporate Finance Pty Ltd) will underwrite up to 60,032,169 RNTO Options which remain unexercised at the expiry date ('Underwritten Options'), representing an underwriting amount of \$2,401,286.76 ('Underwritten Amount'), by subscribing for shares on the exercise of remaining Underwritten Options ('Shortfall Shares'). To date 137,551,563 RNTO Options (70% of total) have been exercised, generating \$5.5 million in growth capital.

KEY POINTS

- › **Underwriting ensures further growth capital:** On top of the ~\$5.5 million in options already exercised, the funds from the option exercise provides additional cash for growth.
- › **Accelerates profitability and positive cashflow:** It is expected that the bulk of the funds raised via the underwriting will be applied to funding RentBond® loans, directly reducing borrowing costs and increasing profitability.
- › **Rent.com.au is well funded:** With expected cashflow break even in less than 12 months, the Group is well positioned for further growth with more than \$9 million in cash (including underwriting (before costs)) and \$5 million in undrawn debt.

Jan Ferreira - CEO, commented:

"The RNTO options are in the money and existing option holders can still benefit by exercising their options before they expire on 31 December 2025. By having the exercise of the remaining options underwritten, we're maximising the capital that is available to fund the rapidly growing RentBond® loan book. Applying our own equity capital alongside the debt funding from the Eldium Income Fund effectively reduces our funding costs and thereby accelerates our path to profitability and positive cashflow".

For the purposes of Listing Rule 3.11.3, the Group advises that the Underwriting Agreement is otherwise on standard commercial terms and includes market-standard termination events (see Annexure A for key terms).

Any Shortfall Shares to be issued to the Underwriter (and any sub-underwriters) under the Underwriting Agreement are expected to be issued in accordance with ASX Listing Rule 7.2 (Exception 10) and will not require shareholder approval nor count toward the Group's placement capacity under ASX Listing Rule 7.1.

Approved for release to the ASX by the Board of Directors.

Investor Enquiries

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INDICATIVE TIMETABLE

EVENT	DATE
Expiry Date	Wednesday, 31 December 2025
Shortfall Notification Date	Monday, 5 January 2026
Shortfall Subscription Date	Monday, 12 January 2026
Expected Date for ASX quotation of Shortfall Shares (on or about)	Tuesday, 13 January 2026
Last day for entity to update its register of members to reflect expiry and to notify ASX of the number of securities that have been converted using an App 2A or App 3G	Thursday, 15 January 2026

ANNEXURE A – KEY TERMS OF THE UNDERWRITING AGREEMENT**FEES**

For the underwriting agreement, Templar will receive:

- a management fee of 2% (excluding GST) of the underwritten amount.
- an underwriting fee of 4% (excluding GST) of the underwritten amount.
- one (1) unlisted option exercisable at \$0.075 with expiry 31 December 2027 for every eight (8) Shortfall Shares issued.

TERMINATION EVENTS

If any of the following events occur at any time prior to the Final Allotment Date, the Underwriter in its absolute discretion and, without cost or liability to itself, may immediately terminate all its obligations under the Underwriting Agreement by written notice to the Company and revoke any valid applications submitted by it:

- a) (No Default Certificate): the Company fails to deliver a certificate of no default to the Underwriter on the Shortfall Notification Date and Shortfall Subscription Date;
- b) (ASIC Hearing and Investigation): ASIC gives notice of intention to hold a hearing examination, inspection, investigation, or it requires information to be disclosed, in connection with the Company, the RNTD Options or the Issue;
- c) (Court Order): an order is made in connection with the RNTD Options or the Issue, including under sections 1324 and 1325 of the Corporations Act;
- d) (Criminal Offence): any director or senior manager of the Company or its related parties is prosecuted for a criminal offence;
- e) (fails to comply): the Company or any of its related parties fail to comply with:
 - i) a clause of its Constitution;
 - ii) a statute;
 - iii) the Listing Rules;
 - iv) any rule, policy or guideline of ASIC or ASX or any other requirement, order or request made by or on behalf of ASIC or ASX or any governmental agency;
 - v) any material agreement entered into by it.
- f) (charge): the Company or any of its related parties encumbers or agrees to encumber (or grant any other form of security) over the whole or a substantial part of its business or property to any third party without the prior written consent of the Underwriter, other than encumbrances arising by operation of law or encumbrances existing as at the date of the Underwriting Agreement;
- g) (breach): the Company defaults under any provision of the Underwriting Agreement including any representation, warranty or undertaking;
- h) (material adverse change) if prior to the Final Allotment Date any of the following occurs:
 - i) there is any material adverse change in the assets, liabilities, financial position, profits, losses or prospects of:
 - A. the Company; or
 - B. a related party of the Company; or
 - ii) any act, omission or thing which could reasonably be expected to result in a material adverse change to the Company (including the appointment of an administrator, trustee or similar official being appointed over the assets or undertaking of the Company), other than a decrease in the Company's cash balance in respect of matters in the ordinary course of the Company's business;
- i) (contracts) if a significant or material contract is, without the prior written consent of the Underwriter:
 - i) breached by the Company or any of its related parties;
 - ii) terminated (whether by breach or otherwise);
 - iii) altered or amended in any way; or
 - iv) found to be void or voidable;

- j) (Timetable) there is a delay in any date specified in the Timetable except where the Underwriter has consented in writing to the delay;
- k) (financial assistance) the Company or any of its related parties seeks the approval of shareholders under section 260B of the Corporations Act without the prior written consent of the Underwriter (such consent to not be unreasonably withheld);
- l) (business) the Company or any of its related parties:
 - i) dispose or agree to dispose of the whole or a substantial part of its business or property;
 - ii) ceases or threatens to cease to carry on business,
 in either case without the prior written consent of the Underwriter;
- m) (ASIC Prosecution) ASIC gives notice of an intention to prosecute the Company or any director or employee of the Company (or any related party of the Company);
- n) (Official quotation): on or before the Final Allotment Date, ASX indicates to the Company that it will not grant Official Quotation (as that term is used in the Listing Rules) of all the Shares comprising the Issue or will be granted subject to a condition which is unacceptable to the Underwriter;
- o) (ASX 300 Index) the ASX/300 Index falls by more than 10% below the ASX/300 Index as at close of business of the ASX on the Business Day immediately before the date of the Underwriting Agreement (Reference Value), and is at or below the Reference Value at the close of trading for any 2 consecutive Business Days or on the Business Day immediately prior to the Final Allotment Date;
- p) (Legislation) there is:
 - i) introduced into the Parliament of the Commonwealth of Australia or of an Australian State or Territory a law intended to come into effect within 12 months; or
 - ii) an official announcement on behalf of the Government of the Commonwealth of Australia or of the Government of an Australian State or Territory, the Reserve Bank of Australia or any Commonwealth financial authority that a law will be introduced or policy adopted (as the case may be) with effect from the date of the announcement or within 3 months afterwards,
 - iii) which has altered adversely or could reasonably be expected to alter adversely;
 - iv) any condition or circumstances relating to the Issue existing at the time of execution of the Underwriting Agreement; or
 - v) the income tax position of the Company or the Underwriter;
- q) (hostilities) there is any outbreak of hostilities (or, where applicable, there is an escalation of existing hostilities), whether war has been declared or not, actively involving any one of Australia, the United Kingdom, the United States of America or, the People's Republic of China;
- r) (insolvency event) an insolvency event occurs in relation to the Company or any of its related parties;
- s) (constitution) the constitution of the Company is amended without the prior written consent of the Underwriter (which consent must not be unreasonably withheld);
- t) (capital alteration) the Company or any of its related parties takes any steps to alter its capital structure without the prior written consent of the Underwriter (which consent must not be unreasonably withheld), other than in respect of the issue of Shares on exercise of the RNTD Options or any other options to subscribe for Shares on issue prior to the date of the Underwriting Agreement in accordance with their terms;
- u) (judgement) a judgment in an amount exceeding \$50,000 is obtained against the Company any of its related parties and is not set aside or satisfied within seven days; and
- v) (process) any distress, attachment, execution or other process of a Government Body in an amount exceeding \$50,000 is issued against, levied or enforced on any of the assets of the Company or any of its related parties and is not set aside or satisfied within seven days.