

ETF STANDARD SUPPLEMENTAL DEED

**Number 3
in respect of
PRESCIENT ETF SCHEME
("the scheme")**

Made and entered into by and between

PRESCIENT MANAGEMENT COMPANY (RF) (PTY) LIMITED
(Registration No. 2002/022560/07)
("the manager")

and

STANDARD BANK SOUTH AFRICA LIMITED
(Registration No. 1962/000738/06)
("the trustee")

entered into for the purpose of establishing a portfolio to be known as the

REITWAY GLOBAL PROPERTY ESG PRESCIENT EXCHANGE TRADED FUND
("the portfolio")

in accordance with paragraph A of the deed (as read with clause 21 of the deed) approved by the Authority on ___ March 2023 and executed under the Collective Investment Schemes Control Act, 2002 (Act No. 45 of 2002 ("the Act")) in respect of PRESCIENT ETF SCHEME ("the scheme").

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
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PREAMBLE

-  ^{DS} 1.1. PRESCIENT ETF SCHEME was established as a collective investment scheme in accordance with the provisions of the Act with effect from  ^{DS} ___ March 2023.
-  ^{DS} 1.2. In terms of paragraph A and clause 21 of the ETF Deed, the manager and the trustee may, with the consent of the Authority, establish one or more portfolios. Accordingly the parties have agreed to establish a portfolio to be known as **Reitway Global Property ESG Prescient Exchange Traded Fund**, which shall be subject to all the provisions of the ETF Deed and any ETF supplemental deeds.
- 1.3. Expressions defined in the deed shall bear the same meaning therein assigned to them when used in this Supplemental Deed No. 3, except to the extent that this Supplemental Deed No. 3 amends those definitions.
- 1.4. Save for any amendments to the deed set out below, the deed remains of full force and effect.

IT IS RECORDED THAT THE PARTIES HERETO AGREE TO THE FOLLOWING:

2. CONSTITUTION OF NEW PORTFOLIO

There is hereby established the **Reitway Global Property ESG Prescient Exchange Traded Fund** Portfolio, as a portfolio of the PRESCIENT ETF SCHEME.

3. AMENDMENTS TO THE DEED

Clause 1 of the deed is hereby amended by the addition of the following new definitions:

- 3.1. **“accounting period”** means *the 3 month periods ending on the last day of June, September, December and March of each year”*
- 3.2. the **“Index”** means **Reitway Global Property ESG Index**.

4. INVESTMENT POLICY

- 4.1. The investment policy of the Portfolio shall be to track as closely as possible the Index with the intention of allowing an investor to obtain market exposure to the constituent securities which are held in the Portfolio.
- 4.2. The Portfolio will be passively managed in that the Manger will not buy and sell securities based on economic, financial and/or market analysis but rather, will buy and sell securities solely for the purposes of ensuring that the Portfolio tracks the Index. As such the investment objective and style of the Portfolio will be full replication of the Index. Accordingly, the financial or other condition of any company or entity include in the Index will not result in the elimination of its securities from the Portfolio, unless the securities of such company or entity are removed from the Index itself.
- 4.3. Investors may obtain participatory interests in the Portfolio on the secondary market or by subscribing for new participatory interest in the Portfolio on the primary market. In order to achieve this object, the Manger may, subject to the Act and the Scheme Deed, create and issue or redeem and cancel an unlimited number of participatory interests in the Portfolio
- 4.4. The manager shall further be entitled in its discretion and only on a temporary basis, to employ such other investment techniques and financial instruments, whether listed or unlisted, for the purposes of efficient portfolio management with the aim of reducing risk, reducing cost or generating capital or income for the Portfolio with an acceptable level of risk in line with the investment objective of the Portfolio, subject to the provision of the Scheme Deed, the JSE Listing Requirements and the Act from time to time.

- 4.5. The Portfolio may also include participatory interest or any other form of participation in portfolios of collective investment schemes or other similar collective investment schemes as the Act may allow from time to time which are consistent with the Portfolios investment policy.
- 4.6. The composition of the Portfolio will be adjusted periodically to confirm to changes in the composition and weightings of securities in the Index so as to ensure that the composition and weightings of the Portfolio are a reflection of the composition and weightings of the securities contained in the Index.
- 4.7. The Portfolio shall hold securities purely for the economic rights and benefits attaching thereto and, accordingly, if any takeover bid or other corporate action occurs in relation to any constituent company, the Portfolio shall not surrender any securities held by the Portfolio which may be subject to such takeover bid or other corporate action, unless such surrender is mandatory (and then only to the extent of such mandatory surrender) in terms of any applicable law or under the rules of a regulatory authority or body having jurisdiction over the Portfolio and/or the applicable securities. However, if any such takeover bid or corporate action results in a previously constituted company no longer qualifying for inclusion in the Index, any securities in such constituent company held by the Portfolio, shall be disposed of by the Portfolio and the proceeds derived from such disposal shall be applied in effecting the appropriate adjustment to the Portfolio so as to ensure same tracks the Index.
- 4.8. It is anticipated that ancillary assets in liquid form will not form a substantial part of the Portfolio's assets. However, any liquid assets that the portfolio holds may be invested in short-term money market investments.
- 4.9. It is recorded that the Portfolio's ability to replicate the price and yield performance of the Index will be affected by the costs and expenses incurred by the Portfolio.

5. SERVICE CHARGE AND METHOD OF CALCULATION

- 5.1. For the purposes of clauses 48 and 49 of the main deed, and subject to the provisions of clause 5.2 below, the manager is entitled to a service charge per calendar month calculated as follows:
 - 5.1.1. a monthly amount, whether accrued daily or not, based on the annual percentage rate, to be determined by the manager from time to time, of the market value of the total assets of the Portfolio (including income accruals but less permissible deductions).
 - 5.1.2. any lower amount determined at the manager's discretion.

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5.2. The manager may change any charge for this portfolio, introduce additional charges or change the method of calculation of any charge that could result in an increase in charges, provided that:

- 5.2.1. not less than 3 months' written notice has been given to every investor;
- 5.2.2. the necessary amendments to the deed and the relevant supplemental deed have been effected; and
- 5.2.3. the prior written approval of the JSE has been obtained.

6. UNDERTAKING

The parties to this Supplemental Deed No. 3 hereby confirm that the deed has been scrutinised to ensure that this Supplemental Deed No. 3 is compatible with the deed.

7. EFFECTIVE DATE

This Supplemental Deed No. 3 shall take effect from the date of approval hereof by the Authority.

SIGNED AT Tokai THIS THE 23
DAY OF March 2023

For **Prescient Management Company
(RF) (Pty) Ltd**
(the manager)

DocuSigned by:

Craig Mackford

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AUTHORISED SIGNATORY/IES
Who is/are duly authorised to do so

DocuSigned by:

Mki Giles

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Who is/are duly authorised to do so

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SIGNED AT Cape Town THIS THE 23rd
DAY OF March 2023

For **Standard Bank South Africa Limited**
(the trustee)

DocuSigned by:
Hoosain Hamdulay
69A7146FEF0CB496

AUTHORISED SIGNATORY
Who is/are duly authorised to do so