

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about what action you should take, you are recommended to consult your independent financial adviser.

If you have sold or transferred all of your WisdomTree S&P 500 VIX Short-Term Futures 2.25x Daily Leveraged Securities (the “**Affected Securities**”) of WisdomTree Multi Asset Issuer Public Limited Company (the “**Issuer**”), please send this document at once to the purchaser or transferee or stockbroker, banker or other agent through whom the sale or transfer was made, for onward transmission to the purchaser or transferee.



**WisdomTree Multi Asset Issuer Public
Limited Company**
**WisdomTree S&P 500 VIX Short-Term Futures 2.25x Daily
Leveraged Securities**
**Proposal for the change of Index of the Affected Securities with a
connected reduction in Daily Swap Rate
and Meeting of the ETP Securityholders**

An explanatory letter from the Issuer giving details of the Proposal and the Extraordinary Resolution to implement the Proposal is set out in this document.

Notice of a meeting of the holders of WisdomTree S&P 500 VIX Short-Term Futures 2.25x Daily Leveraged Securities to be held by way of virtual meeting on 10 March 2021, 11.00 a.m. local time is set out at the end of this document.

CONTENTS

Definitions	4
Summary	5
Part I Letter from the Issuer	6
Part II General Information	11
Notice of Meeting	13
Schedule 1 – Form of Deed of Amendment.....	16

EXPECTED TIMETABLE

Last time for votes to be received ¹	11 a.m. on Monday, 8 March 2021
Record Date for voting ¹	6 p.m. on 8 March 2021
Meeting of holders of Affected Securities ¹	11 a.m. on 10 March 2021
Execution of Deed of Amendment ²	By 5 p.m. on 10 March 2021
Effective date of Proposals ¹	17 March 2021

The deadlines set by any intermediary or by Euroclear or Clearstream, Luxembourg (together the “ICSDs”) will be earlier than the deadlines set out in this circular.

Holders of the Affected Securities are advised to check with any bank, securities broker or other intermediary through which they hold their Affected Securities when such intermediary would need to receive instructions from a holder of the Affected Securities in order for such holder of the Affected Securities to participate in the Meeting by the deadlines specified in this circular. The deadlines set by any such intermediary and each ICSD for the submission instructions will be earlier than the relevant deadlines specified in this circular.

Holders of the Affected Securities are responsible for complying with all of the procedures for participating in the Meeting. None of the Issuer, the Manager or the Trustee, or any of their respective directors, officers, employees, agents, representatives or affiliates, assumes any responsibility for informing holders of the Affected Securities of irregularities with respect to compliance with such procedures.

¹ Only those Affected Securities Holders registered in the register of Affected Securities Holders as at 6.00 p.m. on 8 March 2021 (or, in the event that the Meeting is adjourned, on the register of Affected Securities Holders at 6.00 p.m. on the day that falls two days before the time of any adjourned meeting) shall be entitled to attend or vote at the Meeting in respect of the Affected Securities registered in their name at that time. Changes to entries on the register of Affected Securities Holders after 6.00 p.m. on 8 March 2021 shall be disregarded in determining the rights of any person to attend or vote at the Meeting (or adjourned meeting).

² Assuming the Meeting is quorate and the Extraordinary Resolution is passed at the Meeting. If the Meeting is not quorate an adjourned Meeting may be held not less than 14 and not more than 42 calendar days thereafter.

In relation to the delivery instructions or obtaining voting certificates or otherwise making arrangements for the giving of voting instructions, in each case through the ICSDs, holders of the Affected Securities should note the particular practice and policy of the relevant ICSDs, including any earlier deadlines set by such ICSD

DEFINITIONS

The following definitions apply throughout this document unless the context requires otherwise:

“Affected Securities”	the WisdomTree S&P 500 VIX Short-Term Futures 2.25x Daily Leveraged Securities, created pursuant to and constituted by the Trust Deed
“Current Index”	S&P 500 VIX Short-term Futures ER Index
“Extraordinary Resolution”	the extraordinary resolution to be proposed at the Meeting of holders of Affected Securities as set out in the notice convening the Meeting included in this document
“Meeting”	the meeting of the holders of Affected Securities convened for 10 March 2021 as set out in the Notice of Meeting
“Notice of Meeting”	the notice of meeting which is included in this document and which has been sent to holders of the Affected Securities in accordance with the Conditions
“Proposal”	the proposal to change the Index of the Affected Securities and a connected reduction in the Daily Swap Rate as described in greater detail at paragraph 2 of Part II (Purpose and effect of the Extraordinary Resolution).
“Proposed Index”	S&P 500 VIX Short-term Futures Index (0930-1600 ET) (USD) ER
“Prospectus”	the prospectus in relation to the Issuer’s Collateralised ETP Securities Programme, originally dated 30 November 2012 as amended from time to time
“Deed of Amendment”	a Deed of Amendment, the form of which is to be laid before the Meeting and is enclosed with this circular at Schedule 1
“Trust Deed”	the Master Trust Deed dated 30 November 2012 as subsequently amended and/or supplemented including by the Supplemental Trust Deed dated 16 March 2016 which constituted the Affected Securities.
“Trustee”	The Law Debenture Trust Corporation p.l.c.

Terms used in this document and not otherwise defined bear the same meanings as in the Trust Deed.

Unless otherwise specified, all references in this document to any time shall be to local time.

SUMMARY

- The Issuer proposes the change of Index from the Current Index to the Proposed Index in order to reduce the likelihood of a Restrike Event during a period of low liquidity.
- The Current Index is currently available between 3.00 a.m. to 4.00pm ET, and during the period between 3.00 a.m. to 9.30 a.m. ET there is low liquidity in the underlying futures. In order to prevent a Restrike Event occurring during this period of low liquidity, which could lead to very low or no value being retained in the Affected Securities in the event of a Restrike Event, the Issuer considers the Current Index should be changed to a nearly identical index but one which is only available between 9.30 a.m. to 4.00 pm ET.
- As part of the change of the Index, the Daily Swap Fee will be reduced.
- The Price of the Affected Securities is calculated by the daily change in the price of the underlying index, multiplied by the Product Leverage Factor less applicable fees. The Price of the Affected Securities will remain the same as a result of the Proposal. Further as the closing time of the Proposed Index remains the same as the Current Index, the future standard pricing of the Affected Securities will be unaffected by the Proposal.

PART I
LETTER FROM THE ISSUER

**WISDOMTREE MULTI ASSET ISSUER PUBLIC
LIMITED COMPANY**

(Incorporated under the laws of Ireland under company number 515981)

Registered office:
2nd Floor, Block 5
Irish Life Centre
Abbey Street Lower
Dublin 1
D01P767

To all Holders of Affected Securities

Dear ETP Securityholder

**Proposal for the change of Index of the Affected Securities
and Meeting of the Holders of the Affected Securities**

This letter sets out the reasons for and further details of the Proposal and the Meeting.

Introduction

The Issuer considers that the Current Index should be changed to the Proposed Index, which is a nearly identical index but one which is only available between 9.30 a.m. to 4.00 p.m. ET, rather than between 3.00 a.m. to 4.00 p.m. ET. This will prevent a Restrike Event occurring between 3.00 a.m. and 9.30 a.m. ET, which is outside of the main trading hours of the underlying futures when there is likely to be low liquidity in those underlying futures. If a Restrike Event occurs while the liquidity in the underlying futures is low then the associated rebalancing by the Swap Provider could cause the level of the Current Index to fall lower causing the Restrike Price to be lower or to be zero and therefore an ETP Securityholder could retain less or no value in the Affected Securities. In connection with the change in Index the Daily Swap Rate will also be reduced.

These changes follow high volatility in the market place which, in conjunction with the Current Index of the Affected Securities, increases the likelihood of a Restrike Event occurring.

This letter includes the notice convening the Meeting.

The Proposals

It is proposed, subject to approval from the holders of the Affected Securities, to change the Index of the Affected Securities with a connected reduction in the Daily Swap Rate. The proposals do not constitute amendments that would require special quorum provisions (as described in the Trust Deed) to apply.

Why change the Index and what will the impact of the change in Index be?

A Restrike Event can be triggered at any time up to and including the fifteenth minute before the Valuation Time, on any Valuation Date, the level of the Index moves by a percentage equal to or greater than the Restrike Threshold.

The Current Index for the Affected Securities is S&P 500 VIX Short-Term Futures ER Index, the level of this Index is available from 3.00 a.m. to 4.00 p.m. ET, a Restrike Event could occur throughout this period. Between 3.00 a.m. and 9.30 a.m. ET the liquidity in the underlying futures can be very low. If a Restrike Event occurs while the liquidity in the underlying futures is low then the associated rebalancing by the Swap Provider could cause the level of the Current Index to fall lower causing the Restrike Price to be lower or to be zero and therefore an ETP Securityholder could retain less or no value in the Affected Securities.

The level of the Proposed Index is only available from 9.30 a.m. to 4.00 p.m. ET and therefore a Restrike Event would only be able to occur throughout this period, where the liquidity in the underlying futures is less likely to be low.

The risk of a Restrike Event occurring during this period of low liquidity is highly undesirable from the perspective of the Issuer and the Swap Provider, and the continued risk threatens the viability of the Affected Securities. If the Index continues to be the S&P 500 VIX Short-Term Futures ER Index, the Affected Securities are likely to be closed pursuant to an Issuer call option.

As a result of the proposed change of Index, a Severe Overnight Gap Event could occur instead during the period between 3.00 a.m. and 9.30 a.m. ET.

Pricing of the Affected Securities

The Price per ETP Security of the Affected Securities is determined in accordance with the Conditions and depends on the closing level of the Index compared to the closing level of the Index on the last Valuation Date multiplied by the Product Leverage Factor less applicable fees. The Price of the Affected Securities will remain the same as a result of the change. The Proposed Index has the exact same daily closing level as the Current Index (both calculated at 4.00 p.m. ET), as shown in the following Bloomberg screenshot:



Source: Bloomberg, as of 3rd February 2021.

What is a Restrike Event?

The methodology to calculate the Price per ETP Security of the Affected Securities incorporates an intraday rebalancing mechanism whereby if the value of the Benchmark Index falls (assuming the Product Leverage Factor is positive) by more than the relevant trigger level, an intraday rebalancing (the Restrike Event) will occur. Upon reaching the relevant trigger level the Affected Securities will be rebalanced to a new level (the “Restrike Price”) to alleviate the risk of a fall of 100 per cent. in their value. Such intraday adjustment seeks to protect the holder of Affected Securities in the event of extreme market movements on any single Valuation Date (since the last Price per ETP Security was calculated) by crystallising the losses incurred up to that point. The Restrike Event is similar in some respects to the rebalancing of the Affected Securities which normally occurs at the end of each Valuation Date, although the former occurs before the end of the Valuation Date and could occur more than once per day.

The Restrike Price is calculated over 15 minutes. This process starts when the Benchmark Index falls (assuming the Product Leverage Factor is positive) by the relevant trigger level but in cases where the underlying asset continues to fall the restrike may conclude with a new reference point significantly lower than the threshold itself. In some cases, the reset may not have time to conclude before the underlying index falls so far that the value of the ETP Securities falls to zero and the ETP Securities would therefore be terminated.

As a result of the intraday rebalancing, ETP Securities may experience considerable tracking deviation on such day and the price of such ETP Securities may be less than what they were expecting. In addition, the Swap Provider may pass on any additional costs in executing the intraday rebalancing (where applicable), as determined by such Swap Provider which may reduce the level of the relevant Index and therefore the price of such ETP Securities.

At the end of a Valuation Date on which an intraday rebalancing occurs, the ETP Security will rebalance once more as if it were the end of a normal Valuation Date.

What is a Severe Overnight Gap Event?

On any day, a determination by the Swap Calculation Agent that the level of a Reference Benchmark has fallen (assuming the Product Leverage Factor is positive) by more than the Severe Overnight Gap Event Threshold at any time between the official closing time of the Index on the Scheduled Trading Day immediately prior to such day and the time at which the first official publication of the level of the Index takes place on the next following Scheduled Trading Day.

The consequence of a Severe Overnight Gap Event, is amongst others, is that the Swap Provider may terminate the Swap Transaction upon written notice which leads to a compulsory redemption of the Affected Securities.

Further information

Set out in Part II of this document is some background information on the terms of the Affected Securities and further details of the purpose and effect of the Extraordinary Resolution to be proposed at the Meeting.

Action to be taken

For the Proposal to become effective in respect of the Affected Securities, it must be sanctioned by an Extraordinary Resolution of the holders of the Affected Securities. In accordance with Schedule 7 of the Master Trust Deed, the ETP Securityholders have the power to sanction any proposal by the Issuer or the Trustee for any modification, abrogation, variation or compromise of, or arrangement in respect of, the rights of the ETP Securityholders against the Issuer, whether or not those rights arise under the relevant Trust Deed or any Collateral Pool Security Deed. The Proposal varies such rights.

Procedures for participating in the Proposal

Holders of the Affected Securities are advised to check with any bank, securities broker or other intermediary through which they hold their Affected Securities when such intermediary would need to receive instructions from a holder of Affected Securities in order for such holder of Affected Securities to participate in the

Meeting by the deadlines specified in this circular. The deadlines set by any such intermediary and each ICSD for the submission instructions will be earlier than the relevant deadlines specified in this circular.

In relation to the delivery instructions or obtaining voting certificates or otherwise making arrangements for the giving of voting instructions, in each case through the ICSDs, holders of the Affected Securities should note the particular practice and policy of the relevant ICSDs, including any earlier deadlines set by such ICSD. The deadlines set by any intermediary or by the ICSDs will be earlier than the deadlines set out in this circular.

Holders of the Affected Securities are responsible for complying with all of the procedures for participating in the Meeting. None of the Issuer, the Manager or the Trustee, or any of their respective directors, officers, employees, agents, representatives or affiliates, assumes any responsibility for informing holders of the Affected Securities of irregularities with respect to compliance with such procedures.

Implementation of the Proposal

The proposed amendments to the Trust Deed to effect the Proposal in relation to the Affected Securities will take effect, assuming that the Extraordinary Resolution is passed at the Meeting (or any adjournment thereof), as set out in the expected timetable.

Consequence of an unsuccessful vote

In the event of the Extraordinary Resolution not passing at the Meeting, then the proposed amendments will not be made to the Trust Deed. As the Affected Securities will continue to track the S&P 500 VIX Short-Term Futures ER Index, there will continue to be a risk of a Restrike Event occurring during a period of low liquidity which is highly undesirable from the perspective of the Issuer and the Swap Prover, and therefore the Affected Securities are likely to be closed pursuant to an Issuer call option.

Trustee

In accordance with its normal practice, The Law Debenture Trust Corporation p.l.c., as Trustee, has not been involved in the formulation of the Proposals, the Trustee expresses no opinion as to the merits of the Proposal, the terms of which were not negotiated by it, or the Extraordinary Resolution and has no opinion on whether the ETP Securityholders would be acting in their best interests voting for or against the Proposals or the Extraordinary Resolution. It has however authorised it to be stated that, on the basis of the information contained in this document (which it advises holders of Affected Securities to read carefully), it has no objection to the form in which the Proposal and Notice of the Meeting are presented to holders of Affected Securities for their consideration. The Trustee makes no representation that all relevant information has been disclosed to the ETP Securityholders in connection with the Proposals in this document or otherwise. The Trustee is not responsible for the accuracy, completeness, validity or correctness of the statements made in this document or omissions therefrom. Nothing in this document should be construed as a recommendation to the ETP Securityholders from the Trustee to vote in favour of, or against, or abstain from voting in respect of any of the Proposals or the Extraordinary Resolution. The Trustee recommends that the ETP Securityholders take their own independent professional advice on the merits and the consequences of voting in favour of, or against or abstaining from, the Extraordinary Resolution and the Proposals.

Recommendation

The Issuer considers the passing of the Extraordinary Resolution to be in the best interests of the holders of Affected Securities as a whole and therefore recommends that such holders of Affected Securities vote in favour of the Extraordinary Resolution.

Yours sincerely

Stuart Gallagher

Director

for and on behalf of

WisdomTree Multi Asset Issuer Public Limited Company

PART II GENERAL INFORMATION

1. Terms of the ETP Securities

The Trust Deed constituting the Affected Securities was entered into on 16 March 2016.

The Affected Securities have the Product Leverage Factor as set out in section 2 “*Purpose and effect of the Extraordinary Resolution*”, below.

2. Purpose and effect of the Extraordinary Resolution

If the Extraordinary Resolution is passed, the Index of the Affected Securities will be changed as set out in the table below:

<i>Class of Affected Securities</i>	<i>Current</i>	<i>Proposed</i>
<i>Index</i>	S&P 500 VIX Short-term Futures Index ER	S&P 500 VIX Short-term Futures Index (0930-1600 ET) (USD) ER
<i>Daily Swap Rate</i>	0.01181 per cent. per day	0.00966 per cent. per day

If the Extraordinary Resolution is passed, the Issuer, the Manager and the Trustee will effect the amendments listed above by executing a Deed of Amendment. The Issuer will give an announcement by RIS confirming that the Deed of Amendment has been executed and specifying a day, not being earlier than the day following the date of the announcement, on which the Proposals shall be effective.

3. Consent

In accordance with its normal practice, The Law Debenture Trust Corporation p.l.c., as Trustee, has not been involved in the formulation of the Proposals, the Trustee expresses no opinion as to the merits of the Proposal, the terms of which were not negotiated by it or the Extraordinary Resolution and has no opinion on whether the holders of Affected Securities would be acting in their best interests voting for or against the Proposals or the Extraordinary Resolution. It has however authorised it to be stated that, on the basis of the information contained in this document (which it advises holders of Affected Securities to read carefully), it has no objection to the form in which the Proposal and Notice of the Meeting are presented to holders of Affected Securities for their consideration. The Trustee makes no representation that all relevant information has been disclosed to the holders of Affected Securities in connection with the Proposals in this document or otherwise. The Trustee is not responsible for the accuracy, completeness, validity or correctness of the statements made in this document or omissions therefrom. Nothing in this document should be construed as a recommendation to the holders of Affected Securities from the Trustee to vote in favour of, or against, or abstain from voting in respect of any of the Proposals or the Extraordinary Resolution. The Trustee recommends that the holders of Affected Securities take their own independent professional advice on the merits and the consequences of voting in favour of, or against or abstaining from, the Extraordinary Resolution and the Proposals.

4. Documents available for inspection

Copies of the following documents will be available for inspection by way of request via email during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) from the date of this document up to and including the date of the Meeting (and any adjournment thereof) and at and during the Meeting (and any adjournment thereof):

- (a) the Trust Deed;
- (b) the Prospectus;
- (c) a draft (subject to modification) of the Deed of Amendment to give effect to the Proposals.

Holders who wish to inspect the documents are directed to contact Apex IFS Limited at IFSCOSEC@apexfs.com, and will require proof of identity and holding.

5. Quorum requirements

The quorum at any meeting for passing an Extraordinary Resolution, which do not constitute amendments that require a special quorum resolution, is two or more ETP Securityholders or agents present in person holding or representing in the aggregate more than 50 per cent. of the number of Affected Securities for the time being outstanding, or at any adjourned meeting convened the quorum shall be two or more ETP Securityholders or agents whatever the number of ETP Securities so held or represented. Extraordinary Resolutions are passed by a majority of at least 75 per cent. of the votes cast at a duly convened meeting.

If a quorum is not present at the Meeting it will be adjourned until such date, not less than 14 nor more than 42 calendar days later, at the time and place as the chairman may decide (the “adjourned meeting”).

NOTICE OF MEETING

WISDOMTREE MULTI ASSET PUBLIC LIMITED COMPANY

Notice of a meeting of the holders (the “**Affected Securities Holders**”)
of the WisdomTree S&P 500 VIX Short-Term Futures 2.25x Daily Leveraged Securities
(the “**Affected Securities**”) of the Issuer

NOTICE is hereby given that, pursuant to the provisions of the Trust Deed dated 16 March 2016 constituting (*inter alia*) the Affected Securities and made between (1) WisdomTree Multi Asset Issuer Public Limited Company (the “**Issuer**”), (2) The Law Debenture Trust Corporation p.l.c. (the “**Trustee**”) and (3) WisdomTree Multi Asset Management Limited (the “**Manager**”), as amended, a meeting of the Affected Security Holders convened by the Issuer will be held by way of virtual meeting (due to ongoing social distancing measures in relation to the COVID-19 pandemic it is impractical and inadvisable to hold a physical meeting) on 10 March 2021 at 11.00 a.m. local time for the purpose of considering and, if thought fit, passing the following resolution which will be proposed as an Extraordinary Resolution of the Affected Securities Holders pursuant to the terms of the Trust Deed.

EXTRAORDINARY RESOLUTION

“THAT this meeting of the holders (the “**Affected Securities Holders**”) of the WisdomTree S&P 500 VIX Short-Term Futures 2.25x Daily Leveraged Securities of WisdomTree Multi Asset Issuer Public Limited Company (the “**Issuer**”) constituted by the Master Trust Deed dated 30 November 2012 (as subsequently amended) and as supplemented by a Supplemental Trust Deed dated 16 March 2016 (as amended) (the “**Trust Deed**”) and made between the Issuer, WisdomTree Multi Asset Management Limited (the “**Manager**”) and The Law Debenture Trust Corporation p.l.c. as Trustee (the “**Trustee**”) for (*inter alios*) the Affected Securities Holders, hereby:

- (1) pursuant to Paragraph 2, Schedule 7 of the Master Trust Deed, sanctions and consents to the following amendments:
 - i. change of the Index of the Affected Securities from “S&P 500 VIX Short-term Futures Index ER” to “S&P 500 VIX Short-term Futures Index (0930-1600 ET) (USD) ER”;
 - ii. Decrease the Daily Swap Rate from “0.01181 per cent. per day” to 0.00966 per cent. per day;

together, the “**Proposals**”;

- (2) assents to the modification of the Trust Deed on the terms set out in the draft of a deed of amendment (substantially in the form of the draft produced to the meeting and signed for the purposes of identification by the Chairman) (the “**Deed of Amendment**”) in order to give effect to and to implement the Proposals and this Extraordinary Resolution at any time after the passing of this Extraordinary Resolution, together with any minor consequential modifications (if any) thereto agreed between the parties;
- (3) consents to, sanctions, requests, empowers, ratifies, approves, authorises, directs and instructs the Trustee to concur in and execute the Deed of Amendment with the Issuer embodying such reduction referred to in paragraph (1) of this Extraordinary Resolution in substantially the form of the draft produced to the meeting and signed for the purposes of identification by the Chairman (with such additions or modifications, if any, as shall be agreed between the Issuer, the Manager and the Trustee);

- (4) generally sanctions, authorises, directs, instructs and empowers the Trustee, the Manager and the Issuer to concur in and execute and do, all such other deeds, instruments, acts and things as may be necessary or desirable to carry out and give effect to this Extraordinary Resolution and the implementation of the Proposal;
- (5) holds harmless, discharges and exonerates the Trustee from and against any and all liability which it has or may have become responsible for under the Trust Deed, the Securities, the Transaction Documents or otherwise in respect of any act or omission, including, without limitation, in connection with this Extraordinary Resolution or its implementation, such modifications or the implementation of those modifications (including, for the avoidance of doubt, the directions and/or information contained herein) and irrevocably waives any claims against the Trustee for complying with the directions given in paragraphs (3) and (4) of this Extraordinary Resolution even though it may subsequently be found that there is a defect in the passing of this Extraordinary Resolution or that for any reason this Extraordinary Resolution is not valid or binding on the Affected Securities Holders;
- (6) authorises, approves, acknowledges and instructs the Trustee not to obtain any legal opinions in relation to, or to make any investigation or enquiry into, the power and capacity of any person to enter into the Deed of Amendment, or the validity or enforceability thereof and confirms that the Trustee shall not be liable to the Affected Securities Holders for the failure to do so or for any consequences resulting from following the directions given by the Affected Securities Holders in this Extraordinary Resolution;
- (7) assents to, approves and sanctions every abrogation, modification, waiver, compromise or arrangement in respect of the rights of the Affected Securities Holders against the Issuer (whether or not such rights arise under the Trust Deed, the Securities or otherwise) if, and to the extent, that they result from the modifications and amendments referred to in paragraphs (1) and (2) above;
- (8) irrevocably waives any claim that Affected Securities Holders may have against the Trustee arising as a result of any loss or damage which Affected Securities Holders may suffer or incur as a result of the Trustee acting on this Extraordinary Resolution and/or entry into and effectiveness of the Deed of Amendment and performance under the Trust Deed (including but not limited to circumstances where it is subsequently found that this resolution is not valid or binding on the ETP Securityholders) and further confirms that Affected Securities Holders will not seek to hold the Trustee liable for such loss or damage;
- (9) agrees that this Extraordinary Resolution shall take effect as an extraordinary resolution pursuant to paragraph 2 (*Powers of a Meeting*) of Schedule 7 (*Provisions for Meetings of ETP Securityholders*) of the Trust Deed;
- (10) acknowledges that the Proposals contemplated by this Extraordinary Resolution will not become effective until the Deed of Amendment is executed by all the parties thereto; and
- (11) confirms that terms used in this Extraordinary Resolution and not otherwise defined bear the same meanings as in the Trust Deed.”

WisdomTree Multi Asset Issuer Public
Limited Company

2nd Floor. Block 5
Irish Life Centre, Abbey Street Lower
Dublin 1, D01P767
Ireland

By Order of the Board

Apex IFS Limited
Secretary

12 February 2021

NOTES

1. As the Affected Securities of the Issuer use the International Central Securities Depository (ICSD) model of settlement and Citivic Nominees Limited is the sole registered Holder of Affected Securities under the ICSD settlement model, Holders of the Affected Securities should submit their voting instructions through the relevant ICSD or the relevant participant in an ICSD (such as a local central securities depository, broker or nominee).
2. The quorum for passing an Extraordinary Resolution shall be two or more persons being Affected Securities Holders present in person or by proxy or (in the case of an Affected Securities Holder which is a corporation) by its duly authorised representative and holding or representing in the aggregate in the aggregate more than 50 per cent. of the number of Affected Securities for the time being outstanding.
3. On a show of hands every Affected Securities Holder who is present in person or by proxy or (in the case of an Affected Securities Holder which is a corporation) by its duly authorised representative shall have one vote. On a poll every Affected Securities Holder who is so present shall have one vote in respect of each Affected Securities of which it is the holder or in respect of which it is the proxy or duly authorised representative. Extraordinary Resolutions are passed by a majority of at least 75 per cent of the votes cast at a duly convened meeting.
4. If within 15 minutes (or such longer period not exceeding 30 minutes as the Chairman may decide) from the time appointed for holding the Meeting a quorum is not present, the Meeting will stand adjourned to such day and time being not less than 14 nor more than 42 calendar days later and to such place as may be appointed by the Chairman and at such adjourned meeting the quorum will be two or more persons being Affected Securities Holders present in person or by proxy or (in the case of an Affected Securities Holder which is a corporation) by its duly authorised representative whatever the aggregate face value of the Affected Securities for the time being outstanding held or represented by them.
5. Only those Affected Securities Holders registered in the register of Affected Securities Holders as at 6.00 p.m. on 8 March 2021 (or, in the event that the Meeting is adjourned, on the register of Affected Securities Holders at 6.00 p.m. on the day that falls two days before the time of any adjourned meeting) shall be entitled to attend or vote at the Meeting in respect of the Affected Securities registered in their name at that time. Changes to entries on the register of Affected Securities Holders after 6.00 p.m. on 8 March 2021 shall be disregarded in determining the rights of any person to attend or vote at the Meeting (or adjourned meeting).

Schedule 1 – Form of Deed of Amendment

THIS SIXTH AMENDMENT TO SUPPLEMENTAL TRUST DEED is dated 2021
and made

BETWEEN:

- (1) **WISDOMTREE MULTI ASSET ISSUER PUBLIC LIMITED COMPANY**, a company incorporated under the laws of Ireland under company number 515981 and having its registered office at 2nd Floor, Block 5, Irish Life Centre, Abbey Street Lower, Dublin 1, D01P767, Ireland (the “**Issuer**”);
- (2) **WISDOMTREE MULTI ASSET MANAGEMENT LIMITED**, (which expression shall, where the context admits, include any successor Manager appointed by the Issuer), of Ordnance House, 31 Pier Road, St Helier, Jersey, JE4 8PW (the “**Manager**”); and
- (3) **THE LAW DEBENTURE TRUST CORPORATION P.L.C.**, (which expression shall, where the context admits, include any successor trustee or additional trustee appointed hereunder) of 8th Floor, 100 Bishopsgate, London EC2N 4AG (the “**Trustee**”).

BACKGROUND:

- (A) The Issuer, the Manager and the Trustee (the “**Parties**”) entered into a Supplemental Trust Deed dated 16 March 2016, amended on 20 October 2016, 16 June 2017, 25 June 2018, 23 December 2019, 7 November 2020, (the “**Supplemental Trust Deed**”) relating to the WisdomTree S&P 500 VIX Short-Term Futures 2.25x Daily Leveraged Securities (the “**ETP Securities**”) issued under the Issuer's Collateralised ETP Securities Programme (the “**Programme**”)
- (B) A notice of a meeting was issued by the Issuer on 12 February 2021 convening a meeting of the holders of the class of ETP Securities (the “**Meeting**”) to consider and, if thought fit, pass an Extraordinary Resolution as set out in the notice of the meeting.
- (C) The Extraordinary Resolution was duly passed at the Meeting and the Issuer, the Manager and the Trustee were thereby directed by the holders of the ETP Securities to provide the consent contained in this Sixth Amendment to Supplemental Trust Deed.
- (D) The Parties are entering into this Sixth Amendment to the Supplemental Trust Deed in order to give effect to the Proposals as discussed in the Meeting.

NOW THIS SIXTH SUPPLEMENT TO THE MASTER TRUST DEED WITNESSES AND IT IS AGREED AND DECLARED as follows:

1. Interpretation

- 1.1. Capitalised terms used in this Sixth Amendment to Supplemental Trust Deed but not otherwise defined shall have the meanings given to them in the Supplemental Trust Deed.
- 1.2. Clauses and Schedules shall be construed as references to, respectively, the Clauses and Schedules to this Sixth Amendment to Supplemental Trust Deed.

- 1.3. In this Sixth Amendment to Supplemental Trust Deed, the following expression shall have the following meaning:

Effective Date: [Date].

- 1.4. Headings shall be ignored in construing this Sixth Amendment to Supplemental Trust Deed.

2. Amendment to Supplemental Trust Deed

- 2.1. The Index of the Affected Securities shall be changed on the Effective Date from “S&P 500 VIX Short-term Futures Index ER” to “S&P 500 VIX Short-term Futures Index (0930-1600 ET) (USD) ER”;
- 2.2. The Daily Swap Rate of the Affected Securities shall be decreased on the Effective Date from “0.01181 per cent. per day” to “0.00966 per cent. per day”
- 2.3. The Trust Deed, the First Amendment to Supplemental Trust Deed, the Second Amendment to the Supplemental Trust Deed and the Third Amendment to the Supplemental Trust Deed and the Fourth Amendment to the Supplemental Trust Deed and the Fifth Amendment to the Supplemental Trust Deed and this Sixth Amendment to Supplemental Trust Deed shall henceforth be read and construed together as one trust deed.

3. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to the Supplemental Trust Deed (as modified by this Sixth Amendment to Supplemental Trust Deed) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Sixth Amendment to Supplemental Trust Deed or the Supplemental Trust Deed except and to the extent (if any) that the Supplemental Trust Deed expressly provides for such act to apply to any of the terms of this Sixth Amendment to Supplemental Trust Deed and the Supplemental Trust Deed.

4. Governing Law and Submission to Jurisdiction

- 4.1. This Sixth Amendment to Supplemental Trust Deed, and any non-contractual obligations arising out of or in connection with them, shall be governed by and construed in accordance with English law.
- 4.2. The courts of England are to have non-exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Sixth Amendment to Supplemental Trust Deed and accordingly any legal action or proceedings arising out of or in connection with this Sixth Amendment to Supplemental Trust Deed (“Proceedings”) may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of such courts and waives any objections to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is for the benefit of each of the Trustee and the ETP Securityholders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

5. Counterparts

This Sixth Amendment to Supplemental Trust Deed may be executed and delivered in any number of counterparts, all of which, taken together, shall constitute one and the same deed and any party to this Sixth Amendment to Supplemental Trust Deed may enter into the same by executing and delivering a counterpart.

IN WITNESS whereof this Sixth Amendment to the Supplemental Trust Deed has been executed as a deed by the Issuer, the Manager and the Trustee and delivered on the date stated on page 1.