

**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 any or all of your WisdomTree Brent Crude Oil 3x Daily Short Securities, WisdomTree Natural Gas 3x Daily Short Securities, WisdomTree Brent Crude Oil Pre-roll Securities, WisdomTree WTI Crude Oil Pre-roll Securities or WisdomTree Natural Gas 3x Daily Leveraged Securities (the “**Affected Securities**”) of WisdomTree Multi Asset Issuer Public Limited Company (the “**Issuer**”), please send this document, together with the accompanying form of proxy, 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.

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## **WisdomTree Multi Asset Issuer Public Limited Company**

**Proposals for the introduction of an Overnight Restrike mechanic, a  
Discretionary Index Change mechanic and a Near Zero Price mechanic in  
respect of the Affected Securities**

**and**

**Meetings of the ETP Securityholders**

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

A notice of meeting of the holders of each class of the Affected Securities to 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) at times between 29 October 2020 at 9.00 a.m. on local time and 29 October 2020 at 10.15 a.m. at local time (as set out in the respective notices) are set out at the end of this document. A form of proxy for use by holders of each class of the Affected Securities is enclosed. To be valid, the form of proxy should be completed and returned, in accordance with the instructions printed thereon, so as to be received on behalf of the Issuer by Link Registrars Limited, PO Box 1110, Maynooth, Co Kildare, Ireland (if by post) or to Link Registrars Limited, Level 2, Block C, Maynooth Business Campus, Maynooth, Co Kildare, W23 F854, Ireland (if delivered by hand) as soon as possible but in any event so as to arrive not less than 48 hours before the time for holding the meeting. Completion and return of a form of proxy will not preclude a holder of Affected Securities from attending and voting in person at the meeting.

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## EXPECTED TIMETABLE

Last time for receipt of forms of proxy	9.00 a.m. on Tuesday 27 October 2020
Meetings of holders of Affected Securities	from 9.00 a.m. on Thursday, 29 October 2020
Execution of Deed of Amendment <sup>1</sup>	29 October 2020
Effective date of the Proposals <sup>1</sup>	30 October 2020

- <sup>1</sup> Assuming a Meeting is quorate and the Extraordinary Resolution is passed thereat. If a Meeting is not quorate, an adjourned Meeting may be held not less than 13 days nor more than 42 days thereafter.

## AFFECTED SECURITIES

<i>Class of Affected Securities</i>	<i>ISIN</i>
WisdomTree Brent Crude Oil 3x Daily Short Securities	IE00BYTYHR65
WisdomTree Natural Gas 3x Daily Short Securities	IE00B76BRD76
WisdomTree Brent Crude Oil Pre-roll Securities	IE00BVFZGD11
WisdomTree WTI Crude Oil Pre-roll Securities	IE00BVFZGC04
WisdomTree Natural Gas 3x Daily Leveraged Securities	IE00B8VC8061

## DEFINITIONS

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

<b>“Affected Securities”</b>	the WisdomTree Brent Crude Oil 3x Daily Short Securities, WisdomTree Natural Gas 3x Daily Short Securities, WisdomTree Brent Crude Oil Pre-roll Securities, WisdomTree WTI Crude Oil Pre-roll Securities or WisdomTree Natural Gas 3x Daily Leveraged Securities, created pursuant to and constituted by the relevant Trust Deed.
<b>“Issuer”</b>	WisdomTree Multi Asset Issuer Public Limited Company
<b>“Effective Date”</b>	the date notified by the Issuer to ETP Securityholders by a RIS announcement, such date being not earlier than the day following the date of such RIS announcement.
<b>“Extraordinary Resolution”</b>	in respect of a class of Affected Securities the extraordinary resolution to be proposed at the Meeting of holders of Affected Securities of that class as set out in the relevant notice convening the Meeting included in this document.
<b>“Meeting”</b>	each of the meetings of the holders of Affected Securities of each class convened for 29 October 2020, notices of which are included in this document.
<b>“Proposals”</b>	means the proposals for the introduction of an Overnight Restrike mechanic, a Discretionary Index Change mechanic and a Near Zero Price mechanic in respect of the Affected Securities, as described in this document.
<b>“Prospectus”</b>	the prospectus in relation to the Issuer’s Collateralised ETP Securities Programme, originally dated 30 November 2012 as amended from time to time.
<b>“Seventh Supplemental Trust Deed”</b>	the Seventh Supplemental Trust Deed which amends the Trust Deed dated 5 October 2020.
<b>“Deed of Amendment”</b>	the deed of amendment for each class of the Affected Securities the form of which is to be laid before the Meetings.
<b>“Trust Deed”</b>	the Master Trust Deed dated 30 November 2012 as subsequently amended and/or supplemented from time to time, including pursuant to (1) the Seventh Supplemental Trust Deed, and (2) the relevant supplemental trust deed which constituted the Affected Securities.
<b>“Trustee”</b>	The Law Debenture Trust Corporation p.l.c.

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

## SUMMARY

- This calendar year has seen particularly high volatility in the price of crude oil futures contracts.
- The Issuer is putting forward the Proposals to the ETP Securityholders of the Affected Securities because it believes that they would improve the stability of the Affected Securities and would make the Affected Securities less susceptible to adverse outcomes from volatility in the relevant futures markets.
- The Issuer further believes that the Proposals bring the Affected Securities in line with current best practices and help to ensure the Affected Securities' viability in today's market.
- The Issuer's Proposals are to amend the terms of the each class of Affected Securities in order to introduce an Overnight Restrike mechanism, a Discretionary Index Change mechanism and a Near Zero Price mechanism in respect of the Affected Securities, as described in this document.
- The Overnight Restrike mechanism would cause the restrike mechanic to be available for the Affected Securities outside of the "Standard Trading Hours", an explanation of this mechanic is described in further detail below.
- The Issuer believes that the Overnight Restrike mechanism will cause the Affected Securities to be more robust and less exposed to being compulsory redeemed due to severe overnight market movements.
- The Discretionary Index Change mechanism will introduce an ability for the Issuer to change the Index, subject to the Swap Calculation Agent and the Swap Provider consenting, in respect of an Affected Security upon notice. The new index must have a substantially similar strategy to the current Index which may include an index which provides exposure to the same underlying asset by reflecting exposure to different month contracts. An explanation of this mechanic is described in further detail below.
- As at the date of this circular the Issuer intends to use this mechanic to change the Index for the Affected Securities to an equivalent index tracking the 2<sup>nd</sup> month futures contract as described in further detail below.
- The Near Zero Price mechanism will introduce an ability for the Swap Calculation Agent to trigger a switch of index in the event that the price of the relevant Index Components touches or goes below a certain threshold which is close to zero. The new index must have a substantially similar strategy to the current Index which may include an index which provides exposure to the same underlying asset by reflecting exposure to different month contracts. An explanation of this mechanic is described in further detail below.
- In respect of both the Discretionary Index Change mechanic and the Near Zero Price mechanic, market dynamics are ever changing and can acutely affect the investibility of a given asset, especially when there are acute structural issues affecting normal functioning of the relevant markets. This was especially evident during the recent oil crisis where negative oil prices in the futures market were precipitated by a lack of storage for WTI crude.
- Handling such events often necessitates changes in the nature of a holding. With respect to the Affected Securities, the mechanism by which the exposure can be changed is through the relevant Index. Decreasing the time required to change the Index allows the Issuer to be more responsive to market conditions. The Issuer believes the proposed timeline strikes the right balance between responsiveness and notice to ETP Securityholders.
- The Issuer wishes to introduce the Proposals and requires the consent of the holders of each class of Affected Securities to do so by making changes to the Conditions insofar as they apply to each class of Affected Securities.

**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

**Proposals for the introduction of an Overnight Restrike mechanic, a Discretionary Index Change mechanic and a Near Zero Price mechanic in respect of the Affected Securities**

This letter sets out the reasons for and further details of the Proposals and the Meetings.

**Introduction**

As you will know, this calendar year has seen particularly high volatility in the price of commodity contracts including, a period when the price of the May 2020 WTI Crude Oil futures contract went negative, and closed at a negative level price.

The Issuer has therefore been considering proposals to seek to mitigate some of the risk associated with that unprecedented volatility for the benefit of ETP Securityholders, the Issuer and the Swap Provider and to improve the product robustness of the Affected Securities.

This letter sets out proposals which, I believe, are in the best interests of ETP Securityholders, and is subject to your consent by the passing of an Extraordinary Resolution in respect of each class of Affected Securities.

The Affected Securities are designed to provide exposure (before fees and adjustments) to the relevant Index. The purpose of the Proposals are to change the terms of the Affected Securities so that the Affected Securities incorporate an Overnight Restrike mechanic, a Discretionary Index Change mechanic and a Near Zero Price mechanic in order to help mitigate some of the risks associated with this volatility.

**The Overnight Restrike mechanic**

***What is a Restrike Event?***

Currently the methodology to calculate the Price per ETP Security of the Affected Securities incorporates an intraday rebalancing mechanism (if the Affected Securities incorporate an element of leverage) whereby if the value of the Index falls (assuming the Product Leverage Factor is positive) by more than the relevant trigger level, an intraday rebalancing (the “Restrike Event”) will occur if such change in the value of the Index occurs within the “Standard Trading Hours” for the relevant Affected Securities. 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 the Restrike Period. This process starts when the 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 Index falls far enough that the Restrike Price of the ETP Securities would be zero. Where the Restrike Price is close to or at zero, the Swap Calculation Agent may determine at its sole discretion to increase the Restrike Price to a maximum of one percent of the previous Valuation Date’s Price or the previous Restrike Event’s Restrike Price.

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 different than expected. In addition, the Swap Provider will pass on any additional costs or profits in executing the intraday rebalancing (where applicable), as determined by such Swap Provider, which may change 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 the proposed Overnight Restrike mechanic?***

This proposed mechanic would cause a similar restrike mechanic to be available outside of the Standard Trading Hours to that current restrike mechanic which is available during the Standard Trading Hours. These Standard Trading Hours are dependent on the terms of the Affected Securities which are as follows:

Name of Affected Securities	Standard Trading Hours
WisdomTree Brent Crude Oil 3x Daily Short Securities	9:00 – 19:30 London Time
WisdomTree Natural Gas 3x Daily Short Securities	5:00 – 14:30 New York Time
WisdomTree Brent Crude Oil Pre-roll Securities	9:00 – 19:30 London Time
WisdomTree WTI Crude Oil Pre-roll Securities	5:00 – 14:30 New York Time
WisdomTree Natural Gas 3x Daily Leveraged Securities	5:00 – 14:30 New York Time

The difference between the restrike mechanic that occurs within Standard Trading Hours and the proposed restrike mechanic that occurs outside of the Standard Trading Hours is that the “Restrike Period” for the proposed restrike will continue from the relevant trigger event until the earlier of (i) 3 hours later or (ii) 15 minutes after the commencement of the Standard Trading Hours.

The impact of the longer “Restrike Period” is due to the ability of as the Swap Calculation Agent to restrike the price to the lowest level during that “Restrike Period” and so there is a greater chance for the Restrike Price to be lower. The Issuer believes that the addition of the Overnight Restrike mechanic reduces the likelihood of a Severe Overnight Gap Event leading to the compulsory redemption of the Affected Security allowing ETP Securityholders to retain their intended exposure.

**The Discretionary Index Change mechanic**

The Issuer proposes to incorporate a mechanic where the Issuer has the right to change the Index in respect of a class of Affected Securities, provided that the Issuer has given the ETP Securityholders not less than 5 Currency Business Days’ notice and that the successor index must have a substantially similar strategy to

the current Index, for the avoidance doubt this may include an index which provides exposure to the same underlying asset by reflecting exposure to different month contracts.

Any such successor index will be chosen by the Issuer in its sole discretion and the Issuer may exercise this right for any reason without the consent of the Trustee and need not take into account the interests of the ETP Securityholders in doing so.

As at the time of this letter the Issuer intends to use this mechanic to implement the below the index changes:

Class of ETP Securities	Current Index	Proposed Index
WisdomTree Brent Crude Oil 3x Daily Short Securities	NASDAQ Commodity Brent Crude Oil ER Index	NASDAQ Commodity 2nd Front Brent Crude Oil Index ER
WisdomTree Natural Gas 3x Daily Short Securities	NASDAQ Commodity Natural Gas ER Index	NASDAQ Commodity 2nd Front Natural Gas Index ER
WisdomTree Brent Crude Oil Pre-roll Securities	NASDAQ Commodity Brent Crude Oil ER Index	NASDAQ Commodity 2nd Front Brent Crude Oil Index ER
WisdomTree WTI Crude Oil Pre-roll Securities	NASDAQ Commodity Crude Oil ER Index	NASDAQ Commodity 2nd Front Crude Oil Index ER
WisdomTree Natural Gas 3x Daily Leveraged Securities	NASDAQ Commodity Natural Gas ER Index	NASDAQ Commodity 2nd Front Natural Gas Index ER

The descriptions of the proposed indices are set out at Schedule I.

#### **The Near Zero Price Event mechanic**

The Issuer’s proposal is to apply an additional provision to the Affected Securities, where the ETP Security specifies that “Near Zero Price Event” is applicable at its Final Terms, the Swap Calculation Agent has the discretion to substitute a different index (a “Roll Index”) with effect from the “Near Zero Price Roll Time”, which will generally be the following Valuation Time, and to make corresponding changes to the Programme Documents, when the Index Components of the current Index fall to or below a pre agreed level (“Near Zero Price Roll Thresholds”), a “Near Zero Price Event”.

The Swap Calculation Agent’s discretion to substitute a Roll Index lasts for as long as the Near Zero Price Event continues and for 24 hours afterwards.

Both the Roll Index and the Near Zero Price Roll Thresholds will be agreed from time to time by the Issuer and the Swap Calculation Agent and disclosed on the Issuer’s Website, and any changes to the Roll Index or Near Zero Price Roll Thresholds will be notified to ETP Securityholders through RIS.

If this proposal is agreed by ETP Securityholders, whether the Swap Calculation Agent elects to use its discretion to change the Index in the event of a Near Zero Price Event, it would be at its sole discretion and it could elect to do so without the consent of the Issuer or the Trustee and need not take into account the interests of the ETP Securityholders for doing so.

As at the time of this letter the Issuer intends to agree with the Swap Calculation Agent to the following Near Zero Price Roll Thresholds:

Class of ETP Securities	Near Zero Price Roll Thresholds:
WisdomTree WTI Crude Oil Pre-roll	\$15
WisdomTree Brent Crude Oil Pre-roll	\$15
WisdomTree Brent Crude Oil 3x Daily Short Securities	\$15
WisdomTree Natural Gas 3x Daily Short Securities	\$1.25
WisdomTree Natural Gas 3x Daily Leveraged Securities	\$1.25

In respect of both the Discretionary Index Change mechanic and the Near Zero Price mechanic, market dynamics are ever changing and can acutely affect the investability of a given asset, especially when there are acute structural issues affecting normal functioning of the relevant markets. This was especially evident during the recent oil crisis where negative oil prices in the futures market were precipitated by a lack of storage for WTI crude.

Handling such events often necessitates changes in the nature of a holding. With respect to the Affected Securities, the mechanism by which the exposure can be changed is through the relevant Index. Decreasing the time required to change the Index allows the Issuer to be more responsive to market conditions. The Issuer believes the proposed timeline strikes the right balance between responsiveness and notice to ETP Securityholders.

### ***The Proposals***

With your approval, the Proposals will be effected by the entry into the Deeds of Amendment to amend the terms of each class of Affected Securities.

The Issuer believes that, taken as a whole, the Proposals set out in this Part 1 would improve the stability of the Affected Securities and would make the Affected Securities less susceptible to adverse outcomes from volatility in the relevant futures markets. The Issuer further believes that the Proposals bring the Affected Securities in line with current best practices and help to ensure the Affected Securities' viability in today's market.

The Proposals require the consent of the holders of each class of Affected Securities by Extraordinary Resolution. The Proposals do not constitute amendments that would require special quorum resolution provisions (as described in the Trust Deed) to apply.

This letter includes the notices convening the Meetings at which the Extraordinary Resolutions will be proposed.

### **Further information**

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 Resolutions to be proposed at the Meetings.

### **Action to be taken**

For the Proposals to become effective in respect of each class of Affected Securities, it must be sanctioned by an Extraordinary Resolution of the holders of each class 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 Proposals vary such rights.

Enclosed with this circular is a form of proxy for use at the Meetings. In order to vote you are urged to complete the form of proxy and return it as soon as possible, and in any event so as to be received no later than 9.00 a.m.

(the “**Applicable Time**”) on 27 October 2020, in accordance with the instructions set out in the form. Completing and returning a form of proxy will not preclude you from virtually attending the Meetings and voting in person if you wish to do so.

### **The Meeting**

ETP Securityholders who have not submitted or delivered or arranged for the submission or delivery of proxy as provided above but who wish to attend virtually and vote at the Meetings may do so in accordance with the voting and quorum procedures set out in the relevant Notice of Meeting. In light of the current social distancing measures associated with the spread of Covid-19, it is strongly recommended that holders of Affected Securities vote by proxy as they will not be able to physically attend the Meeting in person. If holders of the Affected Securities wish to virtually attend the Meeting, arrangements will be made for them to attend virtually via such teleconference facility as shall be specified by the chairperson ahead of the Meeting. Holders of the Affected Securities who wish to attend the Meeting in this way are directed to contact Apex IFS Limited at IFSCOSEC@apexfs.com no later than 24 hours before the Meeting, and will require proof of identity and holding.

### **Implementation of the Proposals**

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

### **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 Proposals, the terms of which were not negotiated by it, or the Extraordinary Resolutions 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 Resolutions. 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 Proposals 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 Resolutions. 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 Resolutions and the Proposals.

### **Recommendation**

The Issuer considers the passing of the Extraordinary Resolutions 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 Resolutions.

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 full text of the Conditions of the ETP Securities as in effect immediately prior to the date of the Seventh Supplemental Trust Deed is set out in the Prospectus. A description of the Swap Agreements is also set out in the Prospectus.

The Issuer and the Trustee have entered into the Seventh Supplemental Trust Deed for the purpose of adding in the option of certain provisions to effect the Proposals into the Conditions that may apply to the Affected Securities subject to the approval of the holders of the Affected Securities at the Meetings, pursuant to the terms of which the following changes have been made to the Conditions:

### 2. AMENDMENTS TO THE CONDITIONS

2.1 With effect from the Effective Date the Commodity Securities Annex (as set out at Annex B to Schedule 6 of the Master Trust Deed) are amended as follows:

2.1.1 the definition of Successor Index shall be amended by the addition of “or paragraph 14 (*Consequence of a Near Zero Price Event*) or paragraph 15 (*Discretionary Index Change*)” after “paragraph 7 (*Consequences of an Index Disruption*)”

2.1.2 the definitions shall be amended by the addition of the following definitions:

<b>Intraday Index Level</b>	In respect of any time of determination, the lower of (as determined by the Swap Calculation Agent) (i) the official level of the Index or (ii) the level of any Reference Benchmark
<b>Near Zero Price Event</b>	A determination by the Swap Calculation Agent at any time on any date that the price of an Index Component is equal to or less than its relevant Near Zero Price Roll Threshold.
<b>Near Zero Price Roll Time</b>	Either (a) the Valuation Time on the Near Zero Price Event Notification Date if the Near Zero Price Event Notification is given 3 hours prior to the Valuation Time on a Commodity Business Day; or  (b) the Valuation Time on the Commodity Business Day immediately following the Near Zero Price Event Notification Date if the Near Zero Price Event Notification is not given on a Commodity Business Day or is given after 3 hours prior to the Valuation Time on a Commodity Business Day.
<b>Near Zero Price Roll Threshold</b>	In respect to an Index Component, the threshold as agreed between the Issuer and Swap Provider from time to time, and as displayed on the Issuer’s Website. Any changes to the Near Zero Price Roll Thresholds will be notified by the Issuer to the

relevant ETP Securityholders in accordance with Condition 18.

## **Roll Index**

In respect to each Index, an index as agreed between the Issuer and Swap Provider, and as displayed on the Issuer's website, which will have a substantially similar strategy to the current Index for the avoidance doubt this may include an index which provides exposure to the same underlying asset by reflecting exposure to different month contracts. Any changes to the Roll Index will be notified by the Issuer to the relevant ETP Securityholders in accordance with Condition 18.

2.1.3 the following paragraphs shall be inserted as additional paragraphs:

### **13. Compulsory Redemption if Intraday Index Level falls to zero**

If "Intraday Index Level Event" is specified to be applicable in the Final Terms, then pursuant to the terms of each Swap Transaction, if the Swap Calculation Agent notifies the Issuer that the Intraday Index Level of the ETP Securities associated with such Swap Transaction, has fallen to or below zero at any time during any Valuation Date (an "**Intraday Index Level Event**"), the Swap Provider may immediately terminate the Swap Transaction in whole, upon written notice (a "**Transaction Early Termination Notice**") to the Issuer. Following such Transaction Early Termination Notice, the Swap Transaction will be terminated as of the date specified in the Swap Transaction Early Termination Notice, which may be the date of the Swap Transaction Early Termination Notice, and the Cancellation Amount will be payable by the Swap Provider to the Issuer.

### **14. Consequence of a Near Zero Price Event:**

14.1 If "Near Zero Price Event" is specified to be applicable in the Final Terms, then pursuant to the terms of each Swap Transaction, during the occurrence of a Near Zero Price Event, and within 24 hours afterwards, the Swap Calculation Agent may give notice to the Issuer (a "**Near Zero Price Event Notification**" and the date of such notification, the "**Near Zero Price Event Notification Date**").

14.2 From and including the relevant Near Zero Price Roll Time, the Roll Index with respect to the Index shall become the "Successor Index" and deemed to be the "Index" for the purposes of the Swap Transaction and the Swap Calculation Agent will make such adjustments, if any, to any one or more of the terms of the Swap Transaction as the Swap Calculation Agent in its sole and absolute discretion determines appropriate.

### **15. Discretionary Index Change**

15.1 If "Discretionary Index Change" is specified to be applicable in the Final Terms, the Issuer may elect, at any time, to submit to the Swap Calculation Agent and the Swap Provider a successor index.

15.2 The successor index must have a substantially similar strategy to the current Index, for the avoidance doubt this may include an index which provides exposure to the same underlying asset by reflecting exposure to different month contracts.

15.3 Upon the Swap Calculation Agent and the Swap Provider agreeing on the successor index submitted by the Issuer, the Swap Calculation Agent shall promptly notify the Issuer and the Swap Provider and such index shall

become the "Successor Index" upon five Currency Business Days' notice given to the holders in accordance with Condition 18 (or such later date as may be specified in such notice) and deemed to be the "Index" for the purposes of the Swap Transaction and the Swap Calculation Agent shall make such adjustment, if any, to any one or more of the terms of the Swap Transaction as the Swap Calculation Agent in its sole and absolute discretion determines appropriate."

- 2.1.4 the definition of "Restrike Period" shall be deleted in its entirety and replaced with the following:

**Restrike Period**

Either:

(a) in respect of a Restrike Event Trigger Time occurring within Standard Trading Hours the period starting on, and including, the minute when the Restrike Event has occurred and ending 15 minutes later, as determined by the Swap Calculation Agent or

(b) in respect of a Restrike Event Trigger Time occurring outside of Standard Trading Hours (and "Overnight Restrike" is specified as applicable in the Final Terms"), the period starting on and including the minute when the Restrike Event has occurred and ending the earlier of (i) 3 hours later or (ii) 15 minutes after the commencement of the Standard Trading Hours, as determined by the Swap Calculation Agent.

- 2.1.5 paragraph 12(A) shall be amended by the replacement of

"If a Restrike Event Trigger Time exists in respect of a Valuation Date during Standard Trading Hours, a "Restrike Event" shall be deemed to have occurred and such day shall be deemed to be a Restrike Day, unless the Restrike Event Trigger Time occurs at any time from and including the fifteenth minute before the Effective Valuation Time to the Effective Valuation Time, in which case it shall be disregarded. For the avoidance of doubt, there may be multiple Restrike Events on any Valuation Date but no Restrike Event shall be deemed to have occurred before the end of the Restrike Period of a prior Restrike Event."

with:

"If "Overnight Restrike" is specified to be applicable in the Final Terms, then if a Restrike Event Trigger Time exists in respect of a Valuation Date, a "Restrike Event" shall be deemed to have occurred and such day shall be deemed to be a "Restrike Day", unless the Restrike Event Trigger Time occurs at any time from and including the fifteenth minute before the Effective Valuation Time to the Effective Valuation Time, in which case it shall be disregarded.

If "Overnight Restrike" is not specified to be applicable in the Final Terms, then if a Restrike Event Trigger Time exists in respect of a Valuation Date during Standard Trading Hours, a "Restrike Event" shall be deemed to have occurred and such day shall be deemed to be a Restrike Day, unless the Restrike Event Trigger Time occurs at any time from and including the fifteenth minute before the Effective Valuation Time to the Effective Valuation Time, in which case it shall be disregarded.

For the avoidance of doubt, there may be multiple Restrike Events on any Valuation Date but no Restrike Event shall be deemed to have occurred before the end of the Restrike Period of a prior Restrike Event..”

- 2.1.6 Paragraph 12(B)(i) shall be amended by the addition of “, however the Swap Calculation Agent may determine at its sole discretion to increase the Restrike Price per ETP Security to a maximum of one percent of the previous Valuation Date’s Price per ETP Security” after “is the Restrike Index Level for that Restrike Event”.
  - 2.1.7 Paragraph 12(B)(ii) shall be amended by the addition of “, however the Swap Calculation Agent may determine at its sole discretion to increase the Restrike Price per ETP Security to a maximum of one percent of the previous Restrike Event’s Restrike Price per ETP Securities” after “in accordance with the following formula”.
- 2.2 With effect from the Effective Date the Conditions (as set out in Schedule 6 of the Master Trust Deed and amended pursuant to Clause 2.1 above) are amended as follows:
- 2.2.1 in the first paragraph, the words “which was amended and supplemented by a first master trust deed supplement dated 22 November 2013 and a second master trust deed supplement dated 24 October 2016 between the Issuer, the Manager and the Trustee (as further amended, supplemented, novated and/or replaced from time to time, the “**Master Trust Deed**”).” shall be deleted and replaced by the following words:

“which was amended and supplemented by a first master trust deed supplement dated 22 November 2013, a second master trust deed supplement dated 24 October 2016, a third master trust deed supplement dated 31 July 2019, fourth supplemental trust deed dated 3 September 2019, a fifth supplemental trust deed 4 May 2020 and a sixth supplemental trust deed dated 2 September 2020 and a seventh supplemental trust deed dated 5 October 2020, each between the Issuer, the Manager and the Trustee (as further amended, supplemented, novated and/or replaced from time to time, the “**Master Trust Deed**”);
  - 2.2.2 Condition 2 (*Form and Title*) shall be amended by the deletion of “and Clearstream, Frankfurt” wherever it appears.
  - 2.2.3 Condition 8.8(A) (*Compulsory Redemption Events*) shall be amended by the addition of “Intraday Index Level Event (in the case of certain Commodity Securities only),” after “an Index Component Disruption Event (in the case of Commodity Securities only),”.
- 2.3 With effect from the Effective Date:
- 2.3.1 the Conditions of the ETP Securities issued prior to the date of this Supplemental Trust Deed (“**Existing ETP Securities**”) shall be amended in the same manner as set out in Clause 2.2 above such that, accordingly, the Existing ETP Securities shall be held subject to, and with the benefit of, the Conditions set out in Schedule 6 to the Master Trust Deed as supplemented, varied or amended by (i) the Final Terms applicable to the relevant Existing ETP Securities (ii) the supplemental trust deeds in respect of the Master Trust Deed entered into prior to the date hereof (iii) Clause 2.1 above and (iv) this Clause 2.3.1, each of which shall be binding on the Issuer and the Existing ETP Securityholders and all persons claiming through or under them respectively; and

2.3.2 the Final Terms of each of the Existing ETP Securities, which forms part of the Conditions of such Existing ETP Securities shall be amended to include at Part A – Contractual Terms:

9A New Global Note No

2.3.3 the Final Terms of each of the Existing ETP Securities, which forms part of the Conditions of such Existing ETP Securities shall be amended to include at Part A – Contractual Terms:

30.	Overnight Restrike	Not applicable
31.	Near Zero Price Event	Not applicable
32.	Discretionary Index Change	Not applicable
33.	Intraday Index Level Event	Not applicable”

2.3.4 the Final Terms of each of the Existing ETP Securities, which forms part of the Conditions of such Existing ETP Securities shall be amended to include at Part B – Contractual Terms:

## 8. Additional information

### **Eurosystem eligibility**

No. Whilst the designation is specified as "No" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the ETP Securities are capable of meeting them the ETP Securities may then be deposited with one of the ICSDs as common safekeeper (and registered in the name of a nominee of one of the ICSDs acting as common safekeeper. Note that this does not necessarily mean that the ETP Securities will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.

<b>Maximum Issue size</b>	1,000,000,000,000
<b>Trading Method</b>	Unit
<b>Minimum transferable amount</b>	1
<b>Maturity date</b>	30 November 2062
<b>871(m) ETP Securities</b>	No

## 2. Purpose and effect of the Extraordinary Resolutions

If the Proposals are approved, the Issuer and the Trustee will enter into a Deed of Amendment for each class of Affected Securities which will amend the terms of such Affected Securities by reference to the new provisions incorporated by the Seventh Supplemental Trust Deed. 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.

If the Extraordinary Resolutions are passed in relation to one or more classes of Affected Securities, the Issuer and the Trustee will effect the Proposals in respect of that class by executing the respective Deed of Amendments.

## **2. 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 Proposals, the terms of which were not negotiated by it or the Extraordinary Resolutions 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 Resolutions. 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 Proposals 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 Resolutions. 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 Resolutions and the Proposals.

## **3. 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) the Seventh Supplemental Trust Deed
- (d) 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](mailto:IFSCOSEC@apexfs.com), and will require proof of identity and holding.

## **4. Voting and 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. An Extraordinary Resolution is 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 any of the Meetings 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”).

**Schedule I**  
**Description of Proposed Indices**  
**NASDAQ Commodity 2nd Front Crude Oil Index ER**

The Issuer understands that the NASDAQ Commodity Crude Oil Index ER (the “WTI Index”, NQCICLER) is calculated by reference to one futures contract; if the price of that one futures contract went to or below zero and closed below zero, all the relevant securities which track the WTI Index (the “WTI Securities”) would terminate.

The NASDAQ Commodity 2nd Front Crude Oil Index ER (the “Proposed WTI Index”, NQCICLER) aims to track the performance of the second futures contract on the WTI Crude Oil curve, rebalanced monthly between the 1<sup>st</sup> to the 5<sup>th</sup> business day. The risk of the Proposed WTI Index going to or below zero is reduced by virtue of the fact that it tracks a future contract further away from the front of the curve.

Tracking the Proposed WTI Index instead of the WTI Index would allow the WTI Securities to:

1. Improve its resilience to extreme scenarios and potential negative oil prices and allow the WTI Securities to continue trading and enable a holder of the WTI Securities to benefit from a recovery in the underlying futures price even in a situation where the nearer term futures have gone negative.
2. Remain very correlated to the returns of the front-month futures. The correlation between the Proposed WTI Index and the WTI Index has historically been 96.9%<sup>1</sup>.

The Proposed WTI Index is denominated in U.S. Dollars as was the WTI Index. The Proposed WTI Index is the intellectual property of NASDAQ, Inc, who are also the index administrator of the Proposed WTI Index.

**Index Methodology**

The Proposed WTI Index aims to hold the second WTI Crude Oil futures contract on the curve.

To maintain the long position of the basket, contracts are ‘rolled’ from the first to the fifth (inclusive) General Trading Day of each calendar month using the roll schedule in Figure 1.

**Figure 1: Roll schedule for the Proposed WTI Index and the WTI Index**

<i>Calendar month</i>	<i>WTI Active/ Front month futures contract – the active contract switch happens on or around 20th of each month</i>	<b>The WTI Index</b> Roll from 1st - 5th business days	<b>The Proposed WTI Index</b> Roll from 1st - 5th business days
Jan	Feb > Mar	Feb > Mar	Mar > Apr
Feb	Mar > Apr	Mar > Apr	Apr > May
Mar	Apr > May	Apr > May	May > Jun
Apr	May > Jun	May > Jun	Jun > Jul
May	Jun > Jul	Jun > Jul	Jul > Aug
Jun	Jul > Aug	Jul > Aug	Aug > Sep
Jul	Aug > Sep	Aug > Sep	Sep > Oct
Aug	Sep > Oct	Sep > Oct	Oct > Nov
Sep	Oct > Nov	Oct > Nov	Nov > Dec
Oct	Nov > Dec	Nov > Dec	Dec > Jan
Nov	Dec > Jan	Dec > Jan	Jan > Feb
Dec	Jan > Feb	Jan > Feb	Feb > Mar

Please note that following exceptional circumstances in 2020. The rolling methodology for the WTI Index has been modified and follows the one of the Proposed WTI Index until the end of the year 2020.

<sup>1</sup>The full methodology can be found at:

[https://indexes.nasdaqomx.com/docs/NASDAQCommodity\\_Methodology.pdf](https://indexes.nasdaqomx.com/docs/NASDAQCommodity_Methodology.pdf)

## NASDAQ Commodity 2nd Front Brent Crude Index ER

The Issuer understands that the NASDAQ Commodity Brent Crude Index ER (the “Brent Index”, NQCICBER) is calculated by reference to one futures contract; if the price of that one futures contract went to or below zero and closed below zero, all the relevant securities which track the Brent Index (the “Brent Securities”) would terminate.

The NASDAQ Commodity 2nd Front Brent Crude Index ER (the “Proposed Brent Index”, NQCI2CBER) aims to track the performance of the second futures contract on the Brent Crude Oil curve, rebalanced monthly between the 1st to the 5th business day. The risk of the Proposed Brent Index going to or below zero is reduced by virtue of the fact that it tracks a future contract further away from the front of the curve.

Tracking the Proposed Brent Index instead of the Brent Index would allow the Brent Securities to:

1. improve its resilience to extreme scenarios and potential negative oil prices and allow the Brent Securities to continue trading and enable a holder of the Brent Securities to benefit from a recovery in the underlying futures price even in a situation where the nearer term futures have gone negative; and
2. remain very correlated to the returns of the front-month futures. The correlation between the Proposed Brent Index and the Brent Index has historically been 99.6%<sup>1</sup>.

The Proposed Brent Index is denominated in U.S. Dollars as was the Brent Index. The Proposed Brent Index is the intellectual property of NASDAQ, Inc, who are also the index administrator of the Proposed Brent Index.

### Index Methodology

The Proposed Brent Index aims to hold the second Brent Crude Oil futures contract on the curve.

To maintain the long position of the basket, contracts are ‘rolled’ from the first to the fifth (inclusive) General Trading Day of each calendar month using the roll schedule in Figure 1.

**Figure 1: Roll schedule for the Proposed Brent Index and the Brent Index**

<i>Calendar month</i>	<i>Brent Active/ Front month futures contract – the active contract switch happens on or around 20th of each month</i>	<b>The Brent Index</b> Roll from 1st - 5th business days	<b>The Proposed Brent Index</b> Roll from 1st - 5th business days
Jan	Mar > Apr	Mar > Apr	Apr > May
Feb	Apr > May	Apr > May	May > Jun
Mar	May > Jun	May > Jun	Jun > Jul
Apr	Jun > Jul	Jun > Jul	Jul > Aug
May	Jul > Aug	Jul > Aug	Aug > Sep
Jun	Aug > Sep	Aug > Sep	Sep > Oct
Jul	Sep > Oct	Sep > Oct	Oct > Nov
Aug	Oct > Nov	Oct > Nov	Nov > Dec
Sep	Nov > Dec	Nov > Dec	Dec > Jan
Oct	Dec > Jan	Dec > Jan	Jan > Feb
Nov	Jan > Feb	Jan > Feb	Feb > Mar
Dec	Feb > Mar	Feb > Mar	Mar > Apr

Please note that following exceptional circumstances in 2020. The rolling methodology for the Brent Index has been modified and follows the one of the Proposed Brent Index until the end of the year 2020.

<sup>1</sup>The full methodology can be found at:

[https://indexes.nasdaqomx.com/docs/NASDAQCommodity\\_Methodology.pdf](https://indexes.nasdaqomx.com/docs/NASDAQCommodity_Methodology.pdf)

## NASDAQ Commodity 2nd Front Natural Index ER

The Issuer understands that the NASDAQ Commodity Natural Gas Index ER (the “Natural Gas Index”, NQCINGER) is calculated by reference to one futures contract; if the price of that one futures contract went to or below zero and closed below zero, all the relevant securities which track the Natural Gas Index (the “Natural Gas Securities”) would terminate.

The NASDAQ Commodity 2nd Front Natural Gas Index ER (the “Proposed Natural Gas Index”, NQCI2NGER) aims to track the performance of the second futures contract on the Natural Gas curve, rebalanced monthly between the 1st to the 5th business day. The risk of the Proposed Natural Gas Index going to or below zero is reduced by virtue of the fact that it tracks a future contract further away from the front of the curve.

Tracking the Proposed Natural Gas Index instead of the Natural Gas Index would allow the Natural Gas Securities to:

1. improve its resilience to extreme scenarios and potential negative oil prices and allow the Natural Gas Securities to continue trading and enable a holder of the Natural Gas Securities to benefit from a recovery in the underlying futures price even in a situation where the nearer term futures have gone negative; and
2. remain very correlated to the returns of the front-month futures. The correlation between the Proposed Natural Gas Index and the Natural Gas Index has historically been 97.4%<sup>1</sup>.

The Proposed Brent Index is denominated in U.S. Dollars. The Proposed Natural Gas Index is the intellectual property of NASDAQ, Inc, who are also the index administrator of the Proposed Natural Gas Index.

### Index Methodology

The Proposed Natural Gas Index aims to hold the second Natural Gas futures contract on the curve.

To maintain the long position of the basket, contracts are ‘rolled’ from the first to the fifth (inclusive) General Trading Day of each calendar month using the roll schedule in Figure 1.

**Figure 1: Roll schedule for the Proposed Natural Gas Index and the Natural Gas Index**

<i>Calendar month</i>	<i>Natural Gas Active/ Front month futures contract – the active contract switch happens on or around 25th of each month</i>	<b>The Current Natural Gas Index</b>  Roll from 1st - 5th business days	<b>The Proposed Natural Gas Index</b>  Roll from 1st - 5th business days
Jan	Feb > Mar	Feb > Mar	Mar > Apr
Feb	Mar > Apr	Mar > Apr	Apr > May
Mar	Apr > May	Apr > May	May > Jun
Apr	May > Jun	May > Jun	Jun > Jul
May	Jun > Jul	Jun > Jul	Jul > Aug
Jun	Jul > Aug	Jul > Aug	Aug > Sep
Jul	Aug > Sep	Aug > Sep	Sep > Oct
Aug	Sep > Oct	Sep > Oct	Oct > Nov
Sep	Oct > Nov	Oct > Nov	Nov > Dec
Oct	Nov > Dec	Nov > Dec	Dec > Jan
Nov	Dec > Jan	Dec > Jan	Jan > Feb
Dec	Jan > Feb	Jan > Feb	Feb > Mar

<sup>1</sup>The full methodology can be found at:

[https://indexes.nasdaqomx.com/docs/NASDAQCommodity\\_Methodology.pdf](https://indexes.nasdaqomx.com/docs/NASDAQCommodity_Methodology.pdf)

## **SCHEDULE II**

### **FORM OF DEED OF AMENDMENT**

The Supplemental Trust Instrument will be substantially in the following form:

# **[First][Second][Third][Etc.] Amendment to Supplemental Trust Deed**

between

WisdomTree Multi Asset Issuer Public Limited Company  
as Issuer

WisdomTree Multi Asset Management Limited  
as Manager

and

The Law Debenture Trust Corporation p.l.c.  
as Trustee

amending the Supplemental Trust Deed dated [date of  
the Supplement Trust Deed constituting the relevant  
Affected Securities] relating to the [Affected Securities]  
issued pursuant to the Collateralised ETP Securities  
Programme

**THIS [First][Second][Third][Etc.] AMENDMENT TO SUPPLEMENTAL TRUST DEED** is dated November 2020 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 Fifth Floor, 100 Wood Street, London EC2V 7EX (the “**Trustee**”).

**BACKGROUND:**

- (A) The Issuer, the Manager and the Trustee (the “**Parties**”) entered into a Supplemental Trust Deed dated [date of the Supplement Trust Deed constituting the relevant Affected Securities] (the “**Supplemental Trust Deed**”) as amended from time to time, including pursuant to the Seventh Supplemental Trust Deed dated 5 October 2020, and constituting the [insert details of the relevant Affected 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 [DATE] 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 [First][Second][Third][Etc.] Amendment to Supplemental Trust Deed.
- (D) The Parties are entering into this [First][Second][Third][Etc.] Amendment to the Supplemental Trust Deed in order to give effect to the Proposals as discussed in the Meeting.

**NOW THIS [First][Second][Third][Etc.] SUPPLEMENT TO THE MASTER TRUST DEED WITNESSES AND IT IS AGREED AND DECLARED** as follows:

**1. Interpretation**

- 1.1. Capitalised terms used in this [First][Second][Third][Etc.] 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 [First/Second/Third/Etc] Amendment to Supplemental Trust Deed.

1.3. In this Supplemental Trust Deed, the following expression shall have the following meaning:

**Effective Date:** [Date].

1.4. Headings shall be ignored in construing this [First/Second/Third/Etc] Amendment to Supplemental Trust Deed.

## **2. Amendment to Supplemental Trust Deed**

2.1. [The Overnight Restrike provision shall be changed on the Effective Date from “Not applicable” to “Applicable”]<sup>1</sup>

2.2. The Near Zero Price Event provision shall be changed on the Effective Date from “Not applicable” to “Applicable”.

2.3. The Discretionary Index Change provision shall be changed on the Effective Date from “Not applicable” to “Applicable”.

2.4. The Trust Deed [, the First Amendment to Supplemental Trust Deed][ and the Second Amendment to the Supplemental Trust Deed][and the Third Amendment to the Supplemental Trust Deed][etc.] and this [First][Second][Third][Etc.] 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 [First][Second][Third][Etc.] Amendment to Supplemental Trust Deed) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this [First][Second][Third][Etc.] 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 [First][Second][Third][Etc.] Amendment to Supplemental Trust Deed and the Supplemental Trust Deed.

## **4. Governing Law and Submission to Jurisdiction**

4.1. This [First][Second][Third][Etc.] 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 [First][Second][Third][Etc.] Amendment to Supplemental Trust Deed and accordingly any legal action or proceedings arising out of or in connection with this [First][Second][Third][Etc.] 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

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<sup>1</sup> Not Applicable only for ETP Securities with a Product Leverage Factor of 1

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 [First][Second][Third][Etc.] 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 [First][Second][Third][Etc.] Amendment to Supplemental Trust Deed may enter into the same by executing and delivering a counterpart.

**IN WITNESS** whereof this [First][Second][Third][Etc.] 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. “

**NOTICE OF MEETING**

**WISDOMTREE MULTI ASSET PUBLIC LIMITED  
COMPANY**

Notice of a meeting of the holders (the “**Affected Securities Holders**”)

of the WisdomTree Natural Gas 3x Daily Short Securities

(the “**Affected Securities**”) of the Issuer

NOTICE is hereby given that, pursuant to the provisions of the Trust Deed dated 30 November 2012, as supplemented and amended 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 Thursday, 29 October 2020 at 9.00am 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 Natural Gas 3x Daily Short Securities of WisdomTree Multi Asset Issuer Public Limited Company (the “**Issuer**”) constituted by the Master Trust Deed dated 30 November 2012 and the relevant supplemental trust deed (as subsequently amended and supplemented from time to time, including by way of the Seventh Supplemental Trust Deed dated 5 October 2020) (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 to the Final Terms of the Affected Securities:
  - i. The Overnight Restrike provision shall be changed from “Not applicable” to “Applicable”
  - ii. The Near Zero Price Event provision shall be changed from “Not applicable to “Applicable”.
  - iii. The Discretionary Index Change provision shall be changed from “Not applicable” to Applicable”.

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 the Proposals 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 Proposals;
  - (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 Affected Securities or any other 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 Affected 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*

Tuesday, 6 October 2020

#### NOTES

1. A form of proxy is enclosed with this notice for use by holders of Affected Securities. An Affected Securities Holder entitled to attend and vote at the Meeting is also entitled to appoint one or more proxies to attend and vote instead of him or her. The proxy need not be an Affected Securities Holder.
2. To be effective, the instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a certified copy of such power or authority must be deposited at the office of Link Registrars Limited, PO Box 1110, Maynooth, Co Kildare, Ireland (if by post) or by Link Registrars Limited, 2 Grand Canal Square, Dublin 2, D02 A342, Ireland (if delivered by hand) not later than 9.00 a.m. on Tuesday, 27 October 2020. Completion and return of the form of proxy will not preclude an Affected Securities Holder from attending and voting in person at the Meeting.
3. 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.
4. 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. An Extraordinary Resolution is passed by a majority of at least 75 per cent of the votes cast at a duly convened meeting.
5. 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.
6. Only those Affected Securities Holders registered in the register of Affected Securities Holders as at 6.00 p.m. on 27 October 2020 (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 at 6.00 p.m. on 27 October 2020 shall be disregarded in determining the rights of any person to attend or vote at the Meeting (or adjourned meeting).
7. As all investors are CREST participants, voting will take place via the CREST system. CREST members may appoint one or more proxies through the CREST electronic proxy appointment service in accordance with the procedures described in the CREST Manual. CREST Personal Members or other CREST sponsored members and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service provider(s) who will be able to take the appropriate action on their behalf. Further information on CREST procedures and requirements is contained in the CREST Manual. The message appointing a proxy(ies) must be received by Link Asset Services under CREST participant ID RA10 not later than 9.00 a.m. on 27 October 2020 (or, in the event that the Meeting is adjourned, not later than 9.00 a.m. on the day that falls two days before the time of Adjourned Meeting). For this purpose the time of receipt will be taken to be the time (as determined by the timestamp generated by the CREST system) from which the Registrar is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. The Company may treat as invalid a proxy instruction in the circumstances set out in Regulation 35(5)(a) of the Companies Act, 1990 (Uncertificated Securities) Regulations, 1996.

# NOTICE OF MEETING

## WISDOMTREE MULTI ASSET PUBLIC LIMITED COMPANY

Notice of a meeting of the holders (the “**Affected Securities Holders**”)

of the WisdomTree Natural Gas 3x Daily Short Securities

(the “**Affected Securities**”) of the Issuer

NOTICE is hereby given that, pursuant to the provisions of the Trust Deed dated 30 November 2012, as supplemented and amended and the relevant supplemental trust deed constituting 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 Thursday, 29 October 2020 at 9.15 a.m. local time (or as soon as the meeting of the holders of WisdomTree Brent Crude Oil 3x Daily Short Securities has ended) 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 Natural Gas 3x Daily Short Securities of WisdomTree Multi Asset Issuer Public Limited Company (the “**Issuer**”) constituted by the Master Trust Deed dated 30 November 2012 and the relevant supplemental trust deed (as subsequently amended and supplemented from time to time, including by way of the Seventh Supplemental Trust Deed dated 5 October 2020) (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 to the Final Terms of the Affected Securities:
  - i. The Overnight Restrike provision shall be changed from “Not applicable” to “Applicable”
  - ii. The Near Zero Price Event provision shall be changed from “Not applicable to “Applicable”.
  - iii. The Discretionary Index Change provision shall be changed from “Not applicable” to Applicable”.

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 the Proposals 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 Proposals;
  - (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 Affected Securities or any other 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 Affected 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*

Tuesday, 6 October 2020

**NOTES**

1. A form of proxy is enclosed with this notice for use by holders of Affected Securities. An Affected Securities Holder entitled to attend and vote at the Meeting is also entitled to appoint one or more proxies to attend and vote instead of him or her. The proxy need not be an Affected Securities Holder.
2. To be effective, the instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a certified copy of such power or authority must be deposited at the office of Link Registrars Limited, PO Box 1110, Maynooth, Co Kildare, Ireland (if by post) or by Link Registrars Limited, 2 Grand Canal Square, Dublin 2, D02 A342, Ireland (if delivered by hand) not later than 9.15 a.m. on Tuesday, 27 October 2020. Completion and return of the form of proxy will not preclude an Affected Securities Holder from attending and voting in person at the Meeting.
3. 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.
4. 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. An Extraordinary Resolution is passed by a majority of at least 75 per cent of the votes cast at a duly convened meeting.
5. 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.
6. Only those Affected Securities Holders registered in the register of Affected Securities Holders as at 6.00 p.m. on 27 October 2020 (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 at 6.00 p.m. on 27 October 2020 shall be disregarded in determining the rights of any person to attend or vote at the Meeting (or adjourned meeting).
7. As all investors are CREST participants, voting will take place via the CREST system. CREST members may appoint one or more proxies through the CREST electronic proxy appointment service in accordance with the procedures described in the CREST Manual. CREST Personal Members or other CREST sponsored members and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service provider(s) who will be able to take the appropriate action on their behalf. Further information on CREST procedures and requirements is contained in the CREST Manual. The message appointing a proxy(ies) must be received by Link Asset Services under CREST participant ID RA10 not later than 9.15 a.m. on 27 October 2020 (or, in the event that the Meeting is adjourned, not later than 9.15 a.m. on the day that falls two days before the time of Adjourned Meeting). For this purpose the time of receipt will be taken to be the time (as determined by the timestamp generated by the CREST system) from which the Registrar is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. The Company may treat as invalid a proxy instruction in the circumstances set out in Regulation 35(5)(a) of the Companies Act, 1990 (Uncertificated Securities) Regulations, 1996.

# NOTICE OF MEETING

## WISDOMTREE MULTI ASSET PUBLIC LIMITED COMPANY

Notice of a meeting of the holders (the “**Affected Securities Holders**”)

of the WisdomTree Brent Crude Oil Pre-roll Securities

(the “**Affected Securities**”) of the Issuer

NOTICE is hereby given that, pursuant to the provisions of the Trust Deed dated 30 November 2012, as supplemented and amended, and the relevant supplemental trust deed constituting 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 Thursday, 29 October 2020 at 9.30 a.m. local time (or as soon as the meeting of the holders of WisdomTree Natural Gas 3x Daily Short Securities has ended) 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 Brent Crude Oil Pre-roll Securities of WisdomTree Multi Asset Issuer Public Limited Company (the “**Issuer**”) constituted by the Master Trust Deed dated 30 November 2012 and the relevant supplemental trust deed (as subsequently amended and supplemented from time to time, including by way of the Seventh Supplemental Trust Deed dated 5 October 2020) (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 to the Final Terms of the Affected Securities:
  - i. The Near Zero Price Event provision shall be changed from “Not applicable to “Applicable”.
  - ii. The Discretionary Index Change provision shall be changed from “Not applicable” to Applicable”.

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 the Proposals 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 Proposals;
  - (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 Affected Securities or any other 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 Affected 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*

Tuesday, 6 October 2020

#### NOTES

1. A form of proxy is enclosed with this notice for use by holders of Affected Securities. An Affected Securities Holder entitled to attend and vote at the Meeting is also entitled to appoint one or more proxies to attend and vote instead of him or her. The proxy need not be an Affected Securities Holder.
2. To be effective, the instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a certified copy of such power or authority must be deposited at the office of Link Registrars Limited, PO Box 1110, Maynooth, Co Kildare, Ireland (if by post) or by Link Registrars Limited, 2 Grand Canal Square, Dublin 2, D02 A342, Ireland (if delivered by hand) not later than 9.30 a.m. on Tuesday, 27 October 2020. Completion and return of the form of proxy will not preclude an Affected Securities Holder from attending and voting in person at the Meeting.
3. 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.
4. 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. An Extraordinary Resolution is passed by a majority of at least 75 per cent of the votes cast at a duly convened meeting.
5. 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.
6. Only those Affected Securities Holders registered in the register of Affected Securities Holders as at 6.00 p.m. on 27 October 2020 (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 at 6.00 p.m. on 27 October 2020 shall be disregarded in determining the rights of any person to attend or vote at the Meeting (or adjourned meeting).
7. As all investors are CREST participants, voting will take place via the CREST system. CREST members may appoint one or more proxies through the CREST electronic proxy appointment service in accordance with the procedures described in the CREST Manual. CREST Personal Members or other CREST sponsored members and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service provider(s) who will be able to take the appropriate action on their behalf. Further information on CREST procedures and requirements is contained in the CREST Manual. The message appointing a proxy(ies) must be received by Link Asset Services under CREST participant ID RA10 not later than 9.30 a.m. on 27 October 2020 (or, in the event that the Meeting is adjourned, not later than 9.30 a.m. on the day that falls two days before the time of Adjourned Meeting). For this purpose the time of receipt will be taken to be the time (as determined by the timestamp generated by the CREST system) from which the Registrar is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. The Company may treat as invalid a proxy instruction in the circumstances set out in Regulation 35(5)(a) of the Companies Act, 1990 (Uncertificated Securities) Regulations, 1996.

# NOTICE OF MEETING

## WISDOMTREE MULTI ASSET PUBLIC LIMITED COMPANY

Notice of a meeting of the holders (the “**Affected Securities Holders**”)

of the WisdomTree WTI Crude Oil Pre-roll Securities

(the “**Affected Securities**”) of the Issuer

NOTICE is hereby given that, pursuant to the provisions of the Trust Deed dated 30 November 2012, as supplemented and amended, and the relevant supplemental trust deed constituting 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 Thursday, 29 October 2020 at 9.45 a.m. local time (or as soon as the meeting of the holders of WisdomTree Brent Crude Oil Pre-roll Securities has ended) 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 WTI Crude Oil Pre-roll Securities of WisdomTree Multi Asset Issuer Public Limited Company (the “**Issuer**”) constituted by the Master Trust Deed dated 30 November 2012 and the relevant supplemental trust deed (as subsequently amended and supplemented from time to time, including by way of the Seventh Supplemental Trust Deed dated 5 October 2020) (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 to the Final Terms of the Affected Securities:
  - i. The Near Zero Price Event provision shall be changed from “Not applicable to “Applicable”.
  - ii. The Discretionary Index Change provision shall be changed from “Not applicable” to Applicable”.

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 the Proposals 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 Proposals;
  - (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 Affected Securities or any other 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 Affected 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*

Tuesday, 6 October 2020

**NOTES**

1. A form of proxy is enclosed with this notice for use by holders of Affected Securities. An Affected Securities Holder entitled to attend and vote at the Meeting is also entitled to appoint one or more proxies to attend and vote instead of him or her. The proxy need not be an Affected Securities Holder.
2. To be effective, the instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a certified copy of such power or authority must be deposited at the office of Link Registrars Limited, PO Box 1110, Maynooth, Co Kildare, Ireland (if by post) or by Link Registrars Limited, 2 Grand Canal Square, Dublin 2, D02 A342, Ireland (if delivered by hand) not later than 9.45 a.m. on Tuesday, 27 October 2020. Completion and return of the form of proxy will not preclude an Affected Securities Holder from attending and voting in person at the Meeting.
3. 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.
4. 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. An Extraordinary Resolution is passed by a majority of at least 75 per cent of the votes cast at a duly convened meeting.
5. 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.
6. Only those Affected Securities Holders registered in the register of Affected Securities Holders as at 6.00 p.m. on 27 October 2020 (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 at 6.00 p.m. on 27 October 2020 shall be disregarded in determining the rights of any person to attend or vote at the Meeting (or adjourned meeting).
7. As all investors are CREST participants, voting will take place via the CREST system. CREST members may appoint one or more proxies through the CREST electronic proxy appointment service in accordance with the procedures described in the CREST Manual. CREST Personal Members or other CREST sponsored members and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service provider(s) who will be able to take the appropriate action on their behalf. Further information on CREST procedures and requirements is contained in the CREST Manual. The message appointing a proxy(ies) must be received by Link Asset Services under CREST participant ID RA10 not later than 9.45 a.m. on 27 October 2020 (or, in the event that the Meeting is adjourned, not later than 9.45 a.m. on the day that falls two days before the time of Adjourned Meeting). For this purpose the time of receipt will be taken to be the time (as determined by the timestamp generated by the CREST system) from which the Registrar is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. The Company may treat as invalid a proxy instruction in the circumstances set out in Regulation 35(5)(a) of the Companies Act, 1990 (Uncertificated Securities) Regulations, 1996.

# NOTICE OF MEETING

## WISDOMTREE MULTI ASSET PUBLIC LIMITED COMPANY

Notice of a meeting of the holders (the “**Affected Securities Holders**”)

of the WisdomTree Natural Gas 3x Daily Leveraged Securities

(the “**Affected Securities**”) of the Issuer

NOTICE is hereby given that, pursuant to the provisions of the Trust Deed dated 30 November 2012, as supplemented and amended, and the relevant supplemental trust deed constituting 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 Thursday, 29 October 2020 at 10.00 a.m. local time (or as soon as the meeting of the holders of WisdomTree WTI Crude Oil Pre-roll Securities has ended) 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 Natural Gas 3x Daily Leveraged Securities of WisdomTree Multi Asset Issuer Public Limited Company (the “**Issuer**”) constituted by the Master Trust Deed dated 30 November 2012 and the relevant supplemental trust deed (as subsequently amended and supplemented from time to time, including by way of the Seventh Supplemental Trust Deed dated 5 October 2020) (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 to the Final Terms of the Affected Securities:
  - i. The Overnight Restrike provision shall be changed from “Not applicable” to “Applicable”
  - ii. The Near Zero Price Event provision shall be changed from “Not applicable to “Applicable”.
  - iii. The Discretionary Index Change provision shall be changed from “Not applicable” to Applicable”.

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 the Proposals 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 Proposals;
  - (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 Affected Securities or any other 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 Affected 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*

Tuesday, 6 October 2020

#### NOTES

1. A form of proxy is enclosed with this notice for use by holders of Affected Securities. An Affected Securities Holder entitled to attend and vote at the Meeting is also entitled to appoint one or more proxies to attend and vote instead of him or her. The proxy need not be an Affected Securities Holder.
2. To be effective, the instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a certified copy of such power or authority must be deposited at the office of Link Registrars Limited, PO Box 1110, Maynooth, Co Kildare, Ireland (if by post) or by Link Registrars Limited, 2 Grand Canal Square, Dublin 2, D02 A342, Ireland (if delivered by hand) not later than 10.00 a.m. on Tuesday, 27 October 2020. Completion and return of the form of proxy will not preclude an Affected Securities Holder from attending and voting in person at the Meeting.
3. 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.
4. 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. An Extraordinary Resolution is passed by a majority of at least 75 per cent of the votes cast at a duly convened meeting.
5. 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.
6. Only those Affected Securities Holders registered in the register of Affected Securities Holders as at 6.00 p.m. on 27 October 2020 (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 at 6.00 p.m. on 27 October 2020 shall be disregarded in determining the rights of any person to attend or vote at the Meeting (or adjourned meeting).
7. As all investors are CREST participants, voting will take place via the CREST system. CREST members may appoint one or more proxies through the CREST electronic proxy appointment service in accordance with the procedures described in the CREST Manual. CREST Personal Members or other CREST sponsored members and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service provider(s) who will be able to take the appropriate action on their behalf. Further information on CREST procedures and requirements is contained in the CREST Manual. The message appointing a proxy(ies) must be received by Link Asset Services under CREST participant ID RA10 not later than 10.00 a.m. on 27 October 2020 (or, in the event that the Meeting is adjourned, not later than 10.00 a.m. on the day that falls two days before the time of Adjourned Meeting). For this purpose the time of receipt will be taken to be the time (as determined by the timestamp generated by the CREST system) from which the Registrar is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. The Company may treat as invalid a proxy instruction in the circumstances set out in Regulation 35(5)(a) of the Companies Act, 1990 (Uncertificated Securities) Regulations, 1996.