

DATED: 4 May 2020

Fifth 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

modifying the provisions of the Master Trust Deed dated 30 November
2012 (as amended), relating to the Issuer's Collateralised ETP
Securities Programme (the "**Programme**")

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THIS SUPPLEMENTAL TRUST DEED is dated 4 May 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, D01 P767 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.**, a company incorporated under the laws of England with registered number 1675231, whose registered office is at Fifth Floor, 100 Wood Street, London EC2V 7EX, England (the “**Trustee**”, which expression shall, wherever the context so admits, include such company and all other persons or companies for the time being the trustee or trustees of these presents) as trustee for the ETP Securityholders,

each being a “party” and together the “parties”.

WHEREAS:

(A) The Issuer, the Manager and the Trustee have entered into a trust deed dated 30 November 2012 (the “**Master Trust Deed**”) as amended by a first supplemental trust deed dated 22 November 2013, a second supplemental trust deed dated 24 October 2016, a third supplemental trust deed dated 31 July 2019 and a fourth supplemental trust deed dated 3 September 2019 (the “**Fourth Supplemental Trust Deed**”), each between the same parties (the Master Trust Deed as so amended, the “**Trust Deed**”).

(B) The Master Trust Deed incorporates the definitions set out in a master definitions schedule dated 30 November 2012 (the “**Master Definitions Schedule**”), the terms of which are deemed to apply separately to each agreement, instrument or deed in which it is specified that the Master Definitions Schedule is incorporated (including the Trust Deed) and shall apply as modified or supplemented by the provisions of such agreement, instrument or deed.

(C) This Supplemental Trust Deed is supplemental to the Trust Deed.

(D) In September 2019, the Issuer changed its name by special resolution from ‘Boost Issuer Public Limited Company’ to ‘WisdomTree Multi Asset Issuer Public Limited Company’ and that this change was made to the Issuer’s constitution and to its Prospectus (the “**Programme Amendment**”). The Programme Amendment was made to the Trust Deed pursuant to the Fourth Supplemental Trust Deed,

(E) As part of the Programme Amendment, the name of Boost US Treasuries 10Y 5x Short Daily ETP bearing ISIN number IE00BYNXPJ70 (the “**Affected Security**”) was incorrectly renamed WisdomTree US Treasuries 10Y 5x Daily Leveraged. The Affected Security should have been named WisdomTree US Treasuries 10Y 5x Daily Short (the “**Name Change**”).

(F) Pursuant to Clause 15.1(i) of the Master Trust Deed, and Condition 15.2(A)(i) of the Conditions, the Trustee may agree to modify the Trust Deed and Conditions without the

consent of the ETP Securityholders if, in the opinion of the Trustee, the modification is made to correct a manifest error. The Issuer has requested that the Trustee consent to the Name Change in order to correct a manifest error.

(G) The Trustee and the Issuer are of the opinion that the changes being effected by this Supplemental Trust Deed, are for the purposes of Clause 15.1(i) of the Master Trust Deed and Condition 15.2(A)(i), being made to correct a manifest error.

NOW THIS SUPPLEMENTAL TRUST DEED WITNESSES and it is hereby agreed and declared as follows:

1. Definitions

1.1 All words and expressions defined in the Trust Deed shall unless otherwise stated have the same meanings in this Supplemental Trust Deed.

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

Effective Date: the date of this Supplemental Trust Deed.

1.3 Clauses 1.2 to 1.6 of the Master Trust Deed apply to this Supplemental Trust Deed.

2. Amendments to the Conditions

2.1 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:

2.1.1 in the first paragraph, the 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 and a fourth master trust deed supplement dated 3 September 2019, 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**”)” 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, a fourth master trust deed supplement dated 3 September 2019 and a fifth master trust deed supplement dated 4 May 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 With effect from the Effective Date:

2.2.1 the name of the ETP Securities issued prior to the date of this Supplemental Trust Deed (“**Existing ETP Securities**”) listed in the Annex of this Supplemental Trust Deed (such name being specified in item 1 (*Class of ETP Securities to which these Final Terms apply*) of the applicable Final Terms, which forms part of the Conditions of such

Existing ETP Securities) shall be amended, from the name specified under "Current Name" in the Annex to the corresponding name specified under "New Name" in the Annex.

3. Publication of Notices

The Issuer hereby confirms it will notify the ETP Securityholders by a RIS announcement on or about the date hereof of the change of name of the ETP Securities as set out in the Annex hereto.

4. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

5. Governing Law and Submission to Jurisdiction

This Supplemental Trust Deed shall be governed by and construed in accordance with the laws of England. Each of the parties hereby submit to the non-exclusive jurisdiction of England in respect of any dispute arising out of or in connection with this Supplemental Trust Deed, including any question regarding its existence, validity or termination, or the legal relationships established by this Supplemental Trust Deed. Clause 22 of the Master Trust Deed shall apply to this Supplemental Trust Deed as it does to the Master Trust Deed.

6. COUNTERPARTS

This 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 Supplemental Trust Deed may enter into the same by executing and delivering a counterpart.

7. Construction

7.1 The Trust Deed shall henceforth be read and construed in conjunction with this Supplemental Trust Deed.

7.2 A memorandum of this Supplemental Trust Deed shall be endorsed by the Trustee on the Master Trust Deed and by the Issuer on the duplicate thereof.

IN WITNESS WHEREOF this Supplemental Trust Deed has been executed on the date first above stated.

EXECUTED AS A DEED BY)
WISDOMTREE MULTI ASSET)
ISSUER PUBLIC LIMITED COMPANY)
acting by)

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Bryan Governey
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Bryan Governey

Director

DocuSigned by:
Alexis Marinof
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ALEXIS MARINOF

Director/Signatory

EXECUTED AS A DEED BY)
WISDOM TREE MULTI ASSET)
MANAGEMENT LIMITED)
acting by)

DocuSigned by:

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Christopher Foulds

Director

DocuSigned by:

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stuart Bell

Director/Signatory

EXECUTED AS A DEED BY)
THE LAW DEBENTURE)
TRUST CORPORATION p.l.c.)
By:)
)

DocuSigned by:

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Darren Levene

Director

DocuSigned by:

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Katy LeGros

Secretary Representing Law Debenture Corporate Services Limited

Annex

| Ticker | ISIN | Asset class | Tracks | Current Name | New Name |
|---------------|--------------|--------------------|------------------|--|---|
| 5TYS | IE00BYNXPJ70 | Fixed Income | US Treasuries | WisdomTree US Treasuries 10Y 5x Daily Leveraged | WisdomTree US Treasuries 10Y 5x Daily Short |