

DATED: 2 September 2020

Sixth 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 2 September 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, a fourth supplemental trust deed dated 3 September 2019 and a fifth supplemental trust deed dated 4 May 2020, each between the same parties (the Master Trust Deed as so amended, the “**Trust Deed**”).
- (B) This Supplemental Trust Deed is supplemental to the Trust Deed.
- (C) The Issuer is proposing to increase the Programme Maximum Number of ETP Securities and to make certain consequential changes to the terms and conditions of the ETP Securities issued under the Programme (the “**Conditions**”).
- (D) 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 of a formal, minor or technical nature.
- (E) The Issuer and the Trustee 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), of a formal, minor or technical nature.
- (F) The Issuer and the Trustee intend that this Supplemental Trust Deed shall constitute a written amendment of the terms of the Trust Deed and the written consent of the Trustee to such amendments.

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: 2 September 2020.

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) are amended as follows:

2.1.1 the definition of "Programme Maximum Number of ETP Securities" in Condition 1.1 shall be amended by the replacement of "1,000,000,000" by 1,000,000,000,000"

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 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**")." 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, a fifth master trust deed supplement dated 4 May 2020 and a sixth master trust deed supplemental dated 2 September 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**)";

2.3 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 Outstanding 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.

- 2.4 In accordance with Clause 15.1(i) of the Master Trust Deed and Condition 15.2(A)(1)(i), the Trustee confirms that it is of the opinion that the amendments to the Conditions made herein are of a formal, minor or technical nature.

3. Publication of Notices

The Issuer hereby confirms it will notify the ETP Securityholders by a RIS announcement promptly after the execution of this Supplemental Trust Deed of the increase in the Programme Maximum Number of ETP Securities.

4. 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.

5. Construction

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

- 5.2 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 AND DELIVERED by)
WISDOMTREE MULTI ASSET ISSUER)
PUBLIC LIMITED COMPANY)
acting by)


DocuSigned by:
Alexis Marinof
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Alexis Marinof


Director

DocuSigned by:
Bryan Governey
2576236A9FAB4FD...
Bryan Governey

Director

EXECUTED AND DELIVERED by)
WISDOMTREE MULTI ASSET)
MANAGEMENT LIMITED)
acting by)

DocuSigned by:

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Steven Ross

Director DocuSigned by:

DD0018D9EFAA417...
Chris Poulos

Director

EXECUTED AND DELIVERED AS A DEED)
by THE LAW DEBENTURE)
TRUST CORPORATION p.l.c.)
acting by:)

DocuSigned by:
Darren Levene
FA05F36575074E3
Darren Levene

Director

DocuSigned by:
Katy LeGros
58E1A25C006141B...
Katy LeGros

Secretary Representing Law Debenture Corporate Services Limited