

DATED: 31 July 2019

# Third Supplemental Trust Deed

between

Boost Issuer Public Limited Company  
as Issuer

Boost 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

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**THIS SUPPLEMENTAL TRUST DEED** is dated 31 July 2019 and made

**BETWEEN:**

- (1) **BOOST ISSUER PUBLIC LIMITED COMPANY**, a company incorporated under the laws of Ireland under company number 515981 and having its registered office at AIB International Centre, International Financial Services Centre, Dublin 1, Ireland (the "**Issuer**");
- (2) **BOOST MANAGEMENT LIMITED**, (which expression shall, where the context admits, include any successor Manager appointed by the Issuer), of 12 Castle Street, St Helier, Jersey JE2 3RT (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 and a second supplemental trust deed dated 24 October 2016, 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) The Issuer is proposing to change its name by special resolution and by amending its constitution to "WisdomTree Multi Asset Issuer Public Limited Company". Such change of name will become effective on the issue by the registrar of companies in Ireland of a certificate to that effect. In addition to its proposed change of name, the Issuer is proposing that the name of each type of ETP Securities be changed and to make certain other consequential and other changes to the Trust Deed.
- (E) 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 without the consent of the ETP Securityholders if, in the opinion of the Trustee, the modification is of a formal, minor or technical nature.
- (F) The Issuer has determined to amend the Trust Deed (including certain terms incorporated into the Trust Deed from the Master Definitions Schedule) in order to make changes which are of a formal, minor or technical nature and the Trustee

has given its consent to the same pursuant to the Trustee's powers referred to in Recital (E), in each case in the manner hereinafter appearing.

- (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, of a formal, minor or technical nature.
- (H) 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**                      26 September 2019.

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

**2. Amendments to the Trust Deed**

2.1 With effect from the Effective Date, the Trust Deed (including any relevant terms that are incorporated into the Trust Deed from the Master Definitions Schedule) is amended as follows:

2.1.1 all references in the Trust Deed (other than the Conditions) to "Boost Issuer Public Limited Company" shall be read as references to "WisdomTree Multi Asset Issuer Public Limited Company";

2.1.2 all references in the Trust Deed (other than the Conditions) to "Boost Management Limited" shall be read as references to "WisdomTree Multi Asset Management Limited";

2.1.3 the references in the signature page of the Master Trust Deed to "Boost ETP LLP of 4th Floor, 33 Sun Street, London, EC2M 2PY" shall be read as references to "WisdomTree Europe Ltd of St. Clements House, 27 Clements Lane, London EC4N 7AP".

2.2 For the purposes of Clause 15.1(i) of the Master Trust Deed, each of the Issuer and the Trustee confirms that it is of the opinion that the amendments to the Trust Deed made herein are of a formal, minor or technical nature.

**3. Publication of Notices**

The Issuer hereby covenants and agrees that it will notify the ETP Securityholders by a RIS announcement on 30 July 2019 of (i) its proposed change of name; and (ii) the proposed change of name of the ETP Securities of each class. Such notice shall be given by way of a RIS announcement.

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

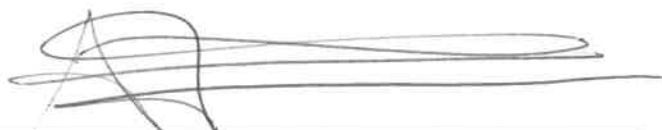
This Supplemental Trust Deed shall be governed by and construed in accordance with the laws of England. Each of the parties hereby submit to the non-exclusive jurisdiction of England in respect of any dispute arising out of or in connection with this Supplemental Trust Deed, including any question regarding 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** )  
**BOOST ISSUER PUBLIC LIMITED COMPANY** )  
acting by )



Director

In the presence of:

Jan Tulloch  
Name of witness

c/o 3 Lombard Street  
London EC3V 9AA

Address of witness

Solicitor  
Occupation of witness

EXECUTED AND DELIVERED by  
BOOST MANAGEMENT LIMITED  
acting by

)  
)  
)



Hilary Jones  
Director

Director

In the presence of:



Name of witness

CLARAN WOCHINK  
SENIOR RELATIONSHIP MANAGER.

Ordnance House

31 Pier Road

St Helier

Jersey

Address of witness


JE4 8PW

Occupation of witness

THE COMMON SEAL of )  
THE LAW DEBENTURE )  
TRUST CORPORATION p.l.c. )  
was affixed hereto in the presence of: )



  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Authorised Signatory