Base prospectus dated 4 January 2021

WisdomTree Commodity Securities Limited

(formerly ETFS Commodity Securities Limited)
LEI: 21380068Q1JSIAN4FO63

(Incorporated and registered in Jersey under the Companies (Jersey) Law 1991 (as amended) with registered number 90959)

Prospectus for the issue of

WisdomTree Short Commodity Securities

and

WisdomTree Leveraged Commodity Securities

What is this document?

This document (the "**Prospectus**") is issued in respect of the programme for the issue of WisdomTree Short Commodity Securities and WisdomTree Leveraged Commodity Securities (the "**Short and Leveraged Commodity Securities**") by WisdomTree Commodity Securities Limited (the "**Issuer**").

This Prospectus constitutes a base prospectus and has been approved by the Central Bank of Ireland (the "**Central Bank**"), as competent authority under Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (the "**Prospectus Regulation**"). The Central Bank only approves this base prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or the quality of the Short and Leveraged Commodity Securities that are the subject of this base prospectus. Investors should make their own assessment as to the suitability of investing in the Short and Leveraged Commodity Securities.

Furthermore, such approval relates only to the Short and Leveraged Commodity Securities which are to be admitted to trading on a regulated market for the purpose of the Markets in Financial Instruments Directive 2014/65/EU of the European Parliament and of the Council on the Markets in Financial Instruments, as amended, ("**MiFID II**") and/or which are to be offered to the public in any Member State of the European Economic Area.

This Prospectus has also been approved as a base prospectus by the Financial Conduct Authority ("**FCA**") as competent authority under the UK Prospectus Regulation (as defined below). The FCA only approves this base prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the UK version of Regulation (EU) No 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC, which is part of UK law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK Prospectus Regulation**"). Such approval by the FCA should not be considered as an endorsement of the Issuer or the quality of the Short and Leveraged Commodity Securities that are the subject of this base prospectus. Investors should make their own assessment as to the suitability of investing in the Short or Leveraged Commodity Securities.

Investors should be aware that the Prospectus Regulation Rules and the UK Prospectus Regulation apply where Short and Leveraged Commodity Securities are admitted to trading on a regulated market situated or operating within the United Kingdom and/or an offer of Short and Leveraged Commodity Securities is made to the public (within the meaning provided for the purposes of the Prospectus Regulation Rules) in the United Kingdom. The Prospectus Regulation applies where Short and Leveraged Commodity Securities are admitted to trading on a regulated market for the purpose of MiFID II and/or an offer of Short and Leveraged Commodity Securities is made to the to the public (within the meaning provided for the purposes of the Prospectus Regulation) in one or more Member States of the European Economic Area. Accordingly Investors should be aware that they will only have the rights afforded by the Prospectus Regulation Rules and the UK Prospectus Regulation if those provisions

apply and will only have the rights afforded by the Prospectus Regulation if the Prospectus Regulation applies.

It is important that an investor carefully reads, considers and understands this Prospectus before making any investment in Short and Leveraged Commodity Securities.

This Prospectus is valid for **one year** and may be supplemented or replaced from time to time to reflect any significant new factor, material mistake or inaccuracy relating to the information included in it. The obligation to supplement a prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when a prospectus is no longer valid.

Terms used in this Prospectus have the meanings given to them under the heading "Definitions and Interpretation".

What securities are being issued pursuant to this Prospectus?

This Prospectus relates to the issue of Short and Leveraged Commodity Securities which are undated secured limited recourse debt securities of the Issuer. Short and Leveraged Commodity Securities are designed to enable investors to gain a short exposure of one times short (-1x) or three times short (-3x) or a leveraged exposure of two times leveraged (+2x) or three times leveraged (+3x) to the daily changes in indices which track movements in the price of individual commodity futures contracts or baskets of commodity futures contracts.

An investment in Short and Leveraged Commodity Securities involves a significant degree of risk and investors may lose some or all of their investment. It should be remembered that the value of Short and Leveraged Commodity Securities can go down as well as up.

Short and Leveraged Commodity Securities are complex, structured products involving a significant degree of risk and may not be suitable or appropriate for all types of investor. It is advisable that any person wishing to invest seeks appropriate financial, tax and other advice from an independent financial advisor with appropriate regulatory authorisation and qualifications and an investment in Short and Leveraged Commodity Securities is only suitable for persons who understand the economic risk of an investment in Short and Leveraged Commodity Securities and are able to bear the risk for an indefinite period of time. A prospective investor should be aware that the value of their entire investment or part of their investment in Short and Leveraged Commodity Securities may be lost.

What is in this Prospectus?

This Prospectus is intended to provide a prospective investor with the necessary information relating to the Issuer and the Short and Leveraged Commodity Securities required to enable them to make an informed assessment of (i) the assets and liabilities, financial position, profits and losses and prospects of the Issuer; and (ii) the rights attaching to the Short and Leveraged Commodity Securities.

The rights attaching to the Short and Leveraged Commodity Securities are contained in the Conditions under the heading "The Conditions" in Part 7 (Trust Instrument and Short and Leveraged Commodity Securities), and are completed by the Final Terms specific to a particular issue of Short or Leveraged Commodity Securities which will be published and delivered to the UK Listing Authority and the Central Bank before such Short or Leveraged Commodity Securities are issued.

Worked examples of how an investor can determine the value of their investment are set out in Part 2 (*How does a Security Holder determine the value of their investment?*).

Also set out in this Prospectus are details of the structure of the Programme, the key parties to the Programme, the terms of any material contracts of the Issuer, details of the tax treatment of a holding of Short or Leveraged Commodity Securities in certain jurisdictions and details of the risk factors relating to an investment in Short and Leveraged Commodity Securities.

The language of this Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

What information is included in the Final Terms?

The Final Terms set out information specific to the Short or Leveraged Commodity Securities to which they relate, including the class and number of Short or Leveraged Commodity Securities to be issued and the issue price applicable to the Short or Leveraged Commodity Securities to be issued.

What other information should a prospective investor consider?

Certain of the information in this Prospectus is incorporated by reference. This means that it is not set out in the document but instead has been made publicly available elsewhere for reference by investors and prospective investors. Prospective investors should ensure that they review the Prospectus (including any information that has been incorporated by reference) and the Final Terms.

A copy of this Prospectus (including any documents incorporated by reference) and any Final Terms issued are available at https://www.wisdomtree.eu.

Programme for the Issue of

WisdomTree Short and Leveraged Commodity Securities

Important Information

A. Approvals

A copy of this document which comprises a base prospectus relating to the Short and Leveraged Commodity Securities of each class, and any further individual securities or index securities that may be created and made available for issue as referred to in paragraph 5 of Part 13 (*Additional Information*), for the purposes of Article 3 of the Prospectus Regulation as in force at the date hereof has been made available to the public in accordance with Article 21 of the Prospectus Regulation (EU). This document has also been filed with the FCA pursuant to the UK Prospectus Regulation, as amended at the date hereof and has been made available to the public in the United Kingdom for the purpose of that Regulation. Short and Leveraged Commodity Securities will be available to be issued on a continuous basis during the period of 12 months from the date of this document. A prospective investor should be aware that compensation will not be available under the UK Financial Services Compensation Scheme.

This Prospectus is prepared, and a copy of it has been sent to the Jersey Financial Services Commission, in accordance with the Collective Investment Funds (Certified Funds - Prospectuses) (Jersey) Order 2012.

The Issuer has obtained a certificate under the Collective Investment Funds (Jersey) Law 1988, as amended (the "**CIF Law**") to enable it to undertake its functions in relation to the Short and Leveraged Commodity Securities. The Jersey Financial Services Commission is protected by the CIF Law against liability arising from the discharge of its functions thereunder.

Each of ManJer, R&H Fund Services (Jersey) Limited and the Registrar is registered under the Financial Services (Jersey) Law, 1998, as amended (the "**Financial Services Law**") to enable it to undertake its functions in relation to the Short and Leveraged Commodity Securities. The Jersey Financial Services Commission is protected by the Financial Services Law against liability arising from the discharge of its functions thereunder.

The Jersey Financial Services Commission does not take any responsibility for the financial soundness of the Issuer or for the correctness of any statements made or expressed in this Prospectus.

Short and Leveraged Commodity Securities have not been and will not be registered under the United States Securities Act of 1933 as amended (the "**Securities Act**"), or under the securities laws of any states of the United States. Short and Leveraged Commodity Securities may not be directly or indirectly offered, sold, taken up, delivered or transferred in or into the United States or to any US person (as defined in Regulation S under the Securities Act) (a "**US Person**"). The Issuer has not registered, and does not intend to register, as an investment company under the United States Investment Company Act of 1940, as amended (the "**Investment Company Act**"). Accordingly, Short and Leveraged Commodity Securities may not be offered, sold, pledged or otherwise transferred or delivered within the United States or to, or for the account or benefit of, any US Person. Short and Leveraged Commodity Securities offered and sold outside the United States may be offered to persons who are not US Persons in reliance upon Regulation S under the Securities Act. Each of the Authorised Participants has, pursuant to its Authorised Participant Agreement with the Issuer, undertaken not to offer or sell the Short and Leveraged Commodity Securities within the United States or to any US Person, nor will it engage in any "directed selling efforts" (as such term is defined by Regulation S under the Securities Act) with respect to the Short and Leveraged Commodity Securities.

Prohibited US Persons and Prohibited Benefit Plan Investors who notwithstanding the foregoing acquire Short and Leveraged Commodity Securities should note the provisions in the Conditions under the heading "Compulsory Redemption by the Issuer or Trustee" (Condition 8) in Part 7 (*Trust Instrument and Short and Leveraged Commodity Securities*).

B. Listing and Trading

Application will be made to the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") for all Short and Leveraged Commodity Securities issued during the period of 12 months from the date of this Prospectus to be admitted to its Official List (the "**Official List**") and trading on its regulated market. The admission to trading on Euronext Dublin is technical only and investors should be aware there is no trading facility for the Short or Leveraged Commodity Securities there. The Central Bank approval of the programme relates only to the Short and Leveraged Commodity Securities which are to be admitted to trading on the regulated market of Euronext Dublin or other regulated markets for the purposes of MiFID II or which are to be offered to the public in any Member State of the European Economic Area.

Application has also been made to the UK Listing Authority for all Short and Leveraged Commodity Securities issued within 12 months of the date of this document to be admitted to the UK Official List, and to the London Stock Exchange for all classes of Short and Leveraged Commodity Securities to be admitted to trading on the Main Market of the London Stock Exchange Admission to the UK Official List and to trading on the Main Market of the London Stock Exchange are not offers made under the Prospectus Regulation, or admission to trading on a regulated market for the purposes of the Prospectus Regulation, as it applies in the European Union, but are such offers and admission to trading for the purposes of the UK Prospectus Regulation.

Please note that references to the defined term 'Listing' throughout this Prospectus refer to the admission of the Short and Leveraged Commodity Securities to the UK Official List and to trading on the London Stock Exchange and do not refer to admission to trading on other exchanges where such securities may be listed.

Certain of the Short and Leveraged Commodity Securities are also listed or traded on certain other markets – see "Listing" in Part 6 (*The Programme*).

C. Responsibility and No Investment Advice

The Issuer accepts responsibility for the information contained in this document. To the best of the knowledge of the Issuer, the information contained in this document is in accordance with the facts and this Prospectus makes no omission likely to affect its import.

Nothing in this document or anything communicated to holders or potential holders of the Short and Leveraged Commodity Securities or other obligations by the Issuer is intended to constitute or should be construed as advice on the merits of the purchase of or subscription for the Short and Leveraged Commodity Securities or the exercise of any rights attached thereto for the purposes of the Jersey Financial Services Law 1988.

None of Bloomberg, UBS Securities, MLI, Bank of America Corporation ("**BAC**"), CGML or Citigroup Global Markets Holdings Inc. ("**CGMH**") has separately verified the information contained or incorporated by reference in this Prospectus. No representation, warranty or undertaking, express or implied, is made, and no responsibility or liability is accepted by Bloomberg, UBS Securities, MLI, BAC, CGML or CGMH as to the accuracy or completeness of any information contained in this Prospectus or any other information supplied in connection with Short and Leveraged Commodity Securities or their distribution. Each person applying for Short and Leveraged Commodity Securities in accordance with this Prospectus acknowledges that (i) such person has not relied on Bloomberg, UBS Securities, MLI, BAC, CGML or CGMH, nor on any person affiliated with any of them in connection with its investment decision or its investigation of the accuracy of the information contained herein; (ii) Short and Leveraged Commodity Securities are direct, limited recourse obligations of the Issuer alone and not obligations of Bloomberg, UBS Securities or any other member of the UBS Group, MLI or any other member of the BAC Group or CGML or any other member of the Citigroup Group; and (iii) the obligations of the Issuer to Security Holders under the Short and Leveraged Commodity Securities are not guaranteed by Bloomberg, UBS Securities or any other member of the UBS Group, MLI or any other member of the BAC Group or CGML or any other member of the Citigroup Group. None of the Issuer, the Trustee, the Authorised Participants and the Security Holders are, by virtue of any of the activities of Bloomberg, any member of the UBS Group, any member of the BAC Group or any member of the Citigroup Group in connection with Commodity Contracts, clients or customers of Bloomberg, any member of the UBS Group, any member of the BAC Group or any member of the Citigroup Group for the purpose of the FCA Handbook.

The Authorised Participants have not separately verified the information contained or incorporated by reference in this Prospectus. None of the Authorised Participants makes any representation, express or

implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Prospectus or for the suitability of Short and Leveraged Commodity Securities for any investor. None of the Authorised Participants undertakes to review the financial condition or affairs of the Issuer during the life of the Programme nor to advise any investor or potential investor in the Short and Leveraged Commodity Securities of any information coming to the attention of any of the Authorised Participants.

Neither this Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase Short and Leveraged Commodity Securities or any other securities issued by the Issuer and should not be considered as a recommendation by the Issuer, the Authorised Participants, Bloomberg, UBS Securities, MLI, BAC, CGML or CGMH or any of them that any recipient of this Prospectus or any Final Terms should subscribe for or purchase Short and Leveraged Commodity Securities. Each person contemplating making an investment in Short and Leveraged Commodity Securities must make its own investigation and analysis of the creditworthiness of the Issuer and its own determination of the suitability of any such investment, with particular reference to its own investment objectives and experience and any other factors which may be relevant to it in connection with such investment, and it is advisable that such persons obtain their own independent accounting, tax and legal advice and consult their own professional investment advisers to ascertain the suitability of Short and Leveraged Commodity Securities as an investment, and conduct such independent investigation and analysis regarding the risks, security arrangements and cash-flows associated with Short and Leveraged Commodity Securities as they deem appropriate, in order to evaluate the merits and risks of an investment in Short and Leveraged Commodity Securities. A prospective investor who is in any doubt whatsoever as to the risks involved in investing in Short and Leveraged Commodity Securities should consult its independent professional advisers.

D. Investors to Make Their Own Assessment

Prospective Security Holders should make their own assessment as to the suitability of investing in the Short and Leveraged Commodity Securities. Prospective Security Holders may wish to obtain their own independent accounting, tax and legal advice and may wish to consult their own professional investment advisers to ascertain the suitability of Short and Leveraged Commodity Securities as an investment. Prospective Security Holders may wish to conduct such independent investigation and analysis regarding the risks, security arrangements, delivery processes and cash-flows associated with Short and Leveraged Commodity Securities as they deem appropriate, in order to evaluate the merits and risks of an investment in Short and Leveraged Commodity Securities.

E. Supplementary Prospectus

If at any time the Issuer shall be required to prepare a supplementary prospectus pursuant to Article 23 of the Prospectus Regulation and/or section 87G of FSMA, the Issuer will either prepare and make available an appropriate amendment or supplement to this document which shall constitute a supplementary prospectus as required by Article 23 of the Prospectus Regulation and/or section 87G of FSMA or prepare and make available a further base prospectus in compliance with Article 3 of the Prospectus Regulation and/or the Prospectus Regulation Rules.

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This table sets out the contents of this Prospectus together with an outline description of the contents of each section and is intended as a guide to help a prospective investor to navigate their way around this Prospectus.

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Section of Prospectus		*Page*	*What is covered by this section*
Risk Factors		11	*This section sets out the material risks known to the Issuer associated with an investment in Short and Leveraged Commodity Securities and should be carefully considered by a prospective investor.*
Frequently Asked Questions		34	*This section addresses a list of frequently asked questions about the Short and Leveraged Commodity Securities.*
Classes of Short and Leveraged Commodity Securities		41	*This section sets out a list of classes of Short and Leveraged Commodity Securities that the Issuer is currently making available for issue.*
Licences Granted to the Issuer		45	*This section provides information on the licences granted to the Issuer by UBS Securities LLC and Bloomberg Finance L.P.*
Definitions and Interpretation		46	*This section sets out the definitions that apply throughout this Prospectus.*
Directors, Secretary and Advisers		71	*This section sets out the names and business addresses of directors of the Issuer and of the entities which provide services and legal advice to the Issuer.*
Documents Incorporated by Reference		74	*This section details the documents incorporated into this Prospectus by reference and details where copies of these documents can be found. These documents are part of this Prospectus and should be carefully considered by a potential investor.*
Part 1	General	76	*This section provides a description of the Short and Leveraged Commodity Securities and the role of the different parties in the structure of the offering.*
Part 2	How does a Security Holder determine the value of their investment?	88	*This section sets out how an investor can work out the value of their investment and provides the relevant formulae and worked examples.*
Part 3	The Bloomberg Commodity Index Family	99	*This section provides an overview of the indices tracked by the Short and Leveraged Commodity Securities and information relating to the simulated historical returns of the Short and Leveraged Commodity Securities to help investors evaluate the past performance of the Short and Leveraged Commodity Securities.*
Part 4	Description of Short and Leveraged Commodity Securities	124	*This section provides a description of the Short and Leveraged Commodity Securities as well as details of the rights attached to the Short and Leveraged Commodity Securities, how the price of each Short and Leveraged Commodity Security is calculated and details of how Short and Leveraged Commodity Securities can be redeemed.*

Part 5	Description of Facility Agreements and Commodity Contracts	138	*This section provides a description of the Facility Agreements and the Commodity Contracts by which the Short and Leveraged Commodity Securities are backed.*
Part 6	The Programme	149	*This section provides information on where this Prospectus has been passported to allow the public offer of the Short and Leveraged Commodity Securities to take place and provides information on the settlement and delivery process on each of the exchanges where Short and Leveraged Commodity Securities are admitted to trading.*
Part 7	Trust Instrument and Short and Leveraged Commodity Securities	159	*This section gives details of the main constitutive document in respect of the Short and Leveraged Commodity Securities – the Trust Instrument – and sets out the details of the approval of the issue of the Short and Leveraged Commodity Securities. It includes an extract from the Trust Instrument under the heading "The Conditions" which sets out the terms and conditions which apply to the Short and Leveraged Commodity Securities. This extract is drafted in legal language as it is taken directly from the Trust Instrument but information on how the terms and conditions apply to Security Holders is contained throughout this Prospectus, including in Part 4.*
Part 8	Particulars of Security Deeds	217	*The Security Deeds create security over, and give investors (through the Trustee) rights to, the underlying assets relating to each class of security. This section contains details of the terms of the rights granted by the Security Deeds and when these rights become enforceable.*
Part 9	Commodities, Commodity and Futures Markets and Exchanges	219	*This section provides an overview of the commodities, commodity and futures markets, and exchanges to help an investor decide whether an investment in a product which provides inverse, two times leveraged, three times inverse or three times leveraged to daily changes in commodity futures indices is appropriate for them.*
Part 10	Global Bearer Certificates	227	*This section contains an English translation of the German text of the German Global Bearer Certificates, which is set out in Annex 1 and which is only relevant to investors wishing to purchase Short and Leveraged Commodity Securities on the Frankfurt Stock Exchange.*
Part 11	Particulars of the Commodity Contract Counterparties	233	*This section contains details relating to Merrill Lynch International ("**MLI**"), and Citigroup Global Markets Limited ("**CGML**"), with each of whom the Issuer has entered into an agreement to purchase Commodity Contracts, as well as details relating to Bank of America Corporation, which guarantees MLI's payments under the MLI Facility Agreement and Citigroup Global Markets Holdings Inc., which guarantees CGML's payments under the CGML Facility Agreement.*
Part 12	Taxation	235	*This section sets out the tax treatment of holding Short and Leveraged Commodity Securities in the UK, Ireland and Jersey.*

Part 13	Additional Information	242	*This section sets out further information on the Issuer which the Issuer believes a potential investor will want to be aware of or which the Issuer is required to include under applicable rules. This section also includes details of the material contracts relating to the Short and Leveraged Commodity Securities, other than the Trust Instrument, which is covered in Part 7, the Security Deeds, which are covered in Part 8, and the Facility Agreements and Commodity Contracts, Security Agreements, Control Agreements and Guarantees, which are covered in Part 5.*
Annex 1	Form of the Global Bearer Certificates	262	*This section sets out the form of the German Global Bearer Certificates, which is only relevant to investors wishing to purchase Short and Leveraged Commodity Securities on the Frankfurt Stock Exchange. The English translation of this text is included in Part 10 of this Prospectus.*
Annex 2	Text of the Conditions of the Global Bearer Certificates	263	*This section sets out the German text of the conditions of the German Global Bearer Certificates, which is only relevant to investors wishing to purchase Short and Leveraged Commodity Securities on the Frankfurt Stock Exchange. The English translation of this text is contained in Part 10 of this Prospectus.*
Annex 3	Form of Final Terms	268	*This section sets out the form of Final Terms which the Issuer will publish when it has issued Short or Leveraged Commodity Securities to a securities house or other market professional approved by the Issuer and which has entered into an agreement with the Issuer in relation to Short and Leveraged Commodity Securities. This details the class and number of Short or Leveraged Commodity Securities and other relevant information applicable to the issue and when completed will also include an issue specific summary which is taken from the summary included in this document and adjusted to be relevant only to the Short or Leveraged Commodity Securities issued under the Final Terms. Each time that Short or Leveraged Commodity Securities are issued by the Issuer, a Final Terms document is prepared by the Issuer and submitted to the Central Bank and notified to the competent authority in each European jurisdiction into which the product is passported. The Final Terms document is also submitted to the FCA. Completed Final Terms documents are available on the website of the Issuer at https://www.wisdomtree.eu.*
Annex 4	Form of Final Terms – Public Offers	271	*This section sets out the form of Final Terms which the Issuer will publish if it issues any Short or Leveraged Commodity Securities to the public pursuant to a public offer rather than to a securities house or other market professional (as set out at Annex 3). This details the class and number of Short or Leveraged Commodity Securities and other relevant information applicable to the issue and when completed will also include an issue specific summary which is taken from the summary included in this document and adjusted to be relevant only to*

			the Short or Leveraged Commodity Securities issued under the Final Terms. Each time that Short or Leveraged Commodity Securities are issued by the Issuer, a Final Terms document is prepared by the Issuer and submitted to the Central Bank and notified to the competent authority in each European jurisdiction into which the product is passported. The Final Terms document is also submitted to the FCA. Completed Final Terms documents are available on the website of the Issuer at https://www.wisdomtree.eu.

RISK FACTORS

An investment in Short and Leveraged Commodity Securities involves a significant degree of risk.

The Issuer believes that the factors relating to the Issuer, its industry and the Short and Leveraged Commodity Securities set out below represent the principal risks inherent in investing in Short and Leveraged Commodity Securities. All of these risk factors are risks which may or may not occur.

A Security Holder may lose the value of their entire investment or part of their investment in Short or Leveraged Commodity Securities.

A Security Holder may lose the value of their entire investment or part of their investment in Short and Leveraged Commodity Securities for other reasons which may not be considered significant risks by the Issuer based on information currently available to it or which it may not currently be able to anticipate.

Prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision.

Short and Leveraged Commodity Securities Risk Factors

Commodity Prices

The value of Short and Leveraged Commodity Securities will be affected by movements in commodity prices generally and by the way in which those prices and other factors affect the prices of the Designated Contracts as explained in 'Commodity Index Risk Factors – Roll-Yield' below (and hence of the Commodity Indices).

Commodity prices generally may fluctuate widely and may even become negative. Prices may be affected by numerous factors, including:

- global or regional political, economic or financial events and situations, particularly war, terrorism, expropriation and other activities which might lead to disruptions to supply from countries that are major commodity producers;
- investment trading, hedging or other activities conducted by large trading houses, producers, users, hedge funds, commodities funds, governments or other speculators which could impact global supply or demand;
- the weather, which can affect short-term demand or supply for some commodities;
- the future rates of economic activity and inflation, particularly in countries which are major consumers of commodities;
- major discoveries of sources of commodities; and
- disruptions to the infrastructure or means by which commodities are produced, distributed and stored, which are capable of causing substantial price movements in a short period of time.

Prices of the Designated Month Contracts may fluctuate widely and may even become negative. Prices may be affected by:

- commodity prices generally;
- trading activities on the Relevant Exchange, which might be impacted by the liquidity in the futures contracts; and
- trading activity specific to particular futures contract(s).

Such price movements could result in a Security Holder redeeming their Short and Leveraged Commodity Securities at a Price that is less than the Price at which such Short and Leveraged Commodity Securities were issued.

Day to day positive or negative movements in local and international financial markets and factors that affect the investment climate and investor sentiment could all affect the level of trading in commodities and, therefore, the market price of Short and Leveraged Commodity Securities. Such movements may have different effects on each of the Short Commodity Securities and the Leveraged Commodity Securities and could lead to a fall in the market price of Short and Leveraged Commodity Securities which would result in an investor in those securities incurring losses. Investors should note that general

day to day positive or negative movements in financial markets and commodities and factors that affect the investor climate and investor sentiment may have different effects on each class of Short and Leveraged Commodity Securities. Investors should be aware that any and all Short and Leveraged Commodity Securities can go down in price as well as up but an investor cannot lose more than their initial investment.

Coronavirus disease (COVID-19)

On 11 March 2020, the Director-General of the World Health Organisation (WHO) announced that the WHO had assessed the worldwide outbreak of coronavirus disease COVID-19 and its subsequent mutations (COVID-19) as a pandemic. National governments and supranational organisations in multiple states have taken steps designed to protect their populations from coronavirus disease (COVID-19), including requiring or encouraging home working, imposing travel restrictions, the cancellation of sporting, cultural and other events and restricting or discouraging gatherings of people and business operations.

Between 11 March 2020 and 30 November 2020, COVID 19 has had a substantial impact on the price of the underlying commodities and consequently the corresponding Commodity Securities. The most notable example is WTI Crude Oil; the WTI active contract was trading around $55 per barrel, with a peak of $58.68 on 6 January 2020, to a low of $25.86 on 21 April 2020. In addition, the WTI contract for delivery in May 2020 moved to negative territory for the first time in history on 20 May 2020 (Source: Bloomberg, 30 November 2020). Precious metals have behaved differently in the same period. Spot Gold, Silver and Platinum rose by 6.6%, 30.1% and 11.4% respectively since the beginning of the year. Palladium on the other hand has remained static with a price increase of under 1% (Source: Bloomberg, 30 November 2020). Such effects may also affect the ability of the Commodity Contract Counterparties to create new Commodity Contracts or their ability to hedge them effectively.

While it is too early to predict how COVID-19, the global response and public sentiment will affect commodity prices and hence the Prices of each class of Short and Leveraged Commodity Securities such effects may be significant and may be long-term in nature.

Halting Applications

In certain circumstances, for example, in the event of volatility in the relevant commodity markets, the Issuer and/or Authorised Participants and/or Commodity Contract Counterparties may seek to limit or restrict the ability of Authorised Participants to apply for new Commodity Securities or to Redeem Commodity Securities. For example, the Issuer will decline Applications if it cannot for any reason create corresponding Commodity Contracts under a Facility Agreement and there may be situations where the Authorised Participants may not be able to quote an offer price for new Commodity Securities. The market price of Commodity Securities is a function of supply and demand amongst investors wishing to buy and sell Commodity Securities and the bid-offer spread that the market makers are willing to quote. Any actions to limit or restrict the ability of the Authorised Participants to apply for new Commodity Securities directly impacts the supply of those affected Commodity Securities and therefore may impact the market price. The Issuer will inform the Holders of the relevant Commodity Securities of any such actions by RIS announcement.

Investing in Short or Leveraged Commodity Securities is not the same as being short futures contracts or long double the amount of futures contracts

Short or Leveraged Commodity Securities are designed to match the daily percentage movement in the relevant index (before fees and adjustments and in the absence of Market Disruption Events or in respect of the Three Times Commodity Securities and Second Month Securities, Restrike Days) multiplied by the relevant Leverage Factor. In the case of Short Commodity Securities, the return from holding Short Commodity Securities is not the same as the return from selling (shorting) the relevant commodity futures contracts. A short position in commodity futures contracts would match dollar for dollar a long position in the same commodity futures contracts, such that if the long position increased in value by one dollar, then the short position would decrease in value by one dollar. Similarly for Leveraged Commodity Securities, the return from holding Leveraged Commodity Securities is not the same as the return from buying double the amount of commodity futures contracts. A double long position in commodity futures contracts would match dollar for dollar a long position in the same commodity futures contracts, such that if the long position increased in value by one dollar, then a double long position would increase in value by two dollars.

The following table provides a simple example of how the pricing of the Short and Leveraged Commodity Securities is calculated (excluding fees and adjustments and assuming none of the days referred to is a

Market Disruption Day or, in respect of the Three Times Commodity Securities and Second Month Securities, a Restrike Day).

	At Start of Week	Movement During the Week					Change over Week
		day 1	**day 2**	**day 3**	**day 4**	**day 5**	
Commodity Index							
Percent Change		2%	2%	2%	2%	2%	
Level	100.00	102.00	104.04	106.12	108.24	110.41	10.4%
One Times Short Commodity Security							
Percent Change		(2%)	(2%)	(2%)	(2%)	(2%)	
Price	100.00	98.00	96.04	94.12	92.24	90.39	(9.6%)
Three Times Short Individual Security							
Percent Change		(6%)	(6%)	(6%)	(6%)	(6%)	
Price	100.00	94.00	88.36	83.06	73.39	73.39	(26.61%)
Two Times Leveraged Commodity Security							
Percent Change		4%	4%	4%	4%	4%	
Price	100.00	104.00	108.16	112.49	116.99	121.67	21.7%
Three Times Leveraged Individual Security							
Percent Change		6%	6%	6%	6%	6%	
Price	100.00	106.00	112.36	119.10	126.25	133.82	33.82%

As shown in the table, the Short and Leveraged Commodity Securities match the daily percentage change in the Commodity Index (before fees and adjustments and in the absence of Market Disruption Events) multiplied by the Leverage Factor. Over periods longer than one day, they may not match precisely the change in the Commodity Index multiplied by the applicable Leverage Factor. This is illustrated in the column labelled “Change over Week” which shows the weekly returns (before fees and adjustments) where the relevant Commodity Index increases by 2 per cent. each day. At the end of the week, the Commodity Index increased by 10.4 per cent., the One Times Short Commodity Security decreased by 9.6 per cent. (not by 10.4 per cent.), the Two Times Leveraged Commodity Security increased by 21.7 per cent. (and not by 20.8 per cent.), the Three Times Leveraged Individual Security increased by 33.8 per cent. (not by 31.2 per cent.) and the Three Times Short Individual Security decreased by 26.6 per cent. (not by 31.2 per cent.).

For periods longer than one day, it is possible for a Short or Leveraged Commodity Security to “outperform” or “underperform” the relevant Commodity Index return multiplied by the Leverage Factor. Outperformance is where the actual return on the Short or Leveraged Commodity Security is greater than the relevant Commodity Index return multiplied by the Leverage Factor and underperformance is where the actual return of the Short or Leveraged Commodity Security is less than the relevant Commodity Index return multiplied by the Leverage Factor (before fees and adjustments).

The following table illustrates various scenarios of outperformance and underperformance (excluding fees and adjustments and assuming that none of the days are Market Disruption Days or, in respect of the Three Times Commodity Securities and Second Month Securities, a Restrike Day) and the causes of this are noted in the table and discussed immediately below.

	Daily Change in Commodity Index						**Change over Week**				**Performance***
	day 1	**day 2**	**day 3**	**day 4**	**day 5**	**Index**	**One Times Short Commodity Security**	**Three Times Short Individual Security**	**Two Times Leveraged Commodity Security**	**Three Times Leveraged Individual Security**	
1. The greater the cumulative change in the Index, the better the performance* of the securities (subject to point 3)											
Case A	**2%**	**2%**	**2%**	**2%**	**2%**	**10.4%**	**(9.6%)**	**(26.6%)**	**21.7%**	**33.8%**	**outperform**
Case B	**5%**	**5%**	**5%**	**5%**	**5%**	**27.6%**	**(22.6%)**	**(55.6%)**	**61.1%**	**101.1%**	**outperform**
Case C	**-5%**	**-5%**	**-5%**	**-5%**	**-5%**	**(22.6%)**	**27.6%**	**101.1%**	**(41.0%)**	**(55.6%)**	**outperform**
2. The smaller the cumulative change in the Index, the worse the performance* of the securities											
Case D	**2%**	**2%**	**0%**	**-2%**	**-2%**	**0.0%**	**(0.2%)**	**(0.7%)**	**(0.2%)**	**(0.7%)**	**underperform**
Case E	**5%**	**5%**	**0%**	**-5%**	**-5%**	**0.0%**	**(1.0%)**	**(4.4%)**	**(0.9%)**	**(4.4%)**	**underperform**
Case F	**-5%**	**-5%**	**0%**	**5%**	**6%**	**0.0%**	**(1.1%)**	**(7.8%)**	**(1.0%)**	**(2.0%)**	**underperform**
3. The higher the volatility, the greater the cumulative price movement required to avoid underperformance*											
Case G	**4%**	**-1%**	**0%**	**4%**	**-1%**	**6.0%**	**(6.0%)**	**(17.8%)**	**12.0%**	**18.0%**	**similar**
Case H	**4%**	**-2%**	**0%**	**4%**	**-2%**	**3.9%**	**(4.1%)**	**(13.0%)**	**7.5%**	**10.8%**	**underperform**
Case I	**8%**	**-2%**	**0%**	**8%**	**-2%**	**12.0%**	**(11.9%)**	**(35.1%)**	**24.0%**	**35.9%**	**similar**

Case J	**10%**	**-5%**	**0%**	**10%**	**-4%**	**10.4%**	**(11.5%)**	**(36.9%)**	**19.2%**	**26.4%**	**underperform**

** Performance is expressed relative to the weekly change in the Commodity Index multiplied by the Leverage Factor (–1x for One Times Short Commodity Securities, –3x for Three Times Short Individual Securities, +2x for Two Times Leveraged Commodity Securities and +3x for Three Times Leveraged Individual Securities).*

When comparing the simulated historical returns of the Short or Leveraged Commodity Security to the relevant Commodity Index return multiplied by the Leverage Factor (before fees and adjustments), the following observations may be made for periods longer than one day:

(1) as the magnitude of the cumulative changes in the Commodity Index increase (whether positive or negative), the return of a Short or Leveraged Commodity Security tends to outperform the Commodity Index return multiplied by the Leverage Factor. This is illustrated in the first three scenarios above (Cases A-C);

(2) as the magnitude of the cumulative changes in the Commodity Index decrease (whether positive or negative), the return of a Short or Leveraged Commodity Security tends to underperform the Commodity Index return multiplied by the Leverage Factor. This is illustrated in the second three scenarios above (Cases D-F); and

(3) as the volatility of the Commodity Index increases, the return of a Short or Leveraged Commodity Security tends to underperform the Commodity Index return multiplied by the Leverage Factor. This is illustrated in the final four scenarios above (Cases G-J).

Only Authorised Participants May Apply for or Redeem Short and Leveraged Commodity Securities

Generally only Authorised Participants may deal with the Issuer in applying for or redeeming Short and Leveraged Commodity Securities, save in relation to redemptions where at any time there are no Authorised Participants or in other circumstances announced by the Issuer. The Issuer has agreed to use reasonable endeavours to ensure that at all times there are at least two Authorised Participants. There can, however, be no assurance that there will at all times be an Authorised Participant to deal with the Issuer in applying for or redeeming Short and Leveraged Commodity Securities.

If there are no Authorised Participants actively applying for and redeeming Short and Leveraged Commodity Securities, stock exchange liquidity in the Short and Leveraged Commodity Securities and the market price available to selling Security Holders are likely adversely to be affected.

Under the Facility Agreements, each Commodity Contract Counterparty has the right to give notice (with immediate or delayed effect) that an Authorised Person has ceased to be acceptable to it in certain circumstances, including if the Commodity Contract Counterparty deems such person to be unacceptable to it as an Authorised Person for credit, compliance, general business policy or reputational reasons. As a result of any exercises of such right there could at any time be no Authorised Participants, with the result that no Short and Leveraged Commodity Securities could be created. In such event it may also be difficult or impossible to sell Short and Leveraged Commodity Securities on the London Stock Exchange at a price close to the Price therefor or within a reasonable time period, although Security Holders will be entitled to redeem their Short and Leveraged Commodity Securities.

Currency

The Price of Short and Leveraged Commodity Securities will be set in US Dollars. To the extent that a Security Holder values Short and Leveraged Commodity Securities in another currency, that value will be affected by changes in the exchange rate between the US Dollar and that other currency.

Tracking Error and Liquidity Risk

At any time, the price at which Short and Leveraged Commodity Securities trade on the London Stock Exchange (or any other exchange or market on which they may be quoted or traded) may not reflect accurately the Price of Short and Leveraged Commodity Securities. The application and redemption procedures for Short and Leveraged Commodity Securities and the role of certain Authorised Participants as securities dealers offering buying and selling prices on stock exchanges (market-makers) are intended to minimise this potential difference or “tracking error”. However, the market price of Short and Leveraged Commodity Securities will be a function of supply and demand amongst investors wishing to buy and sell Short and Leveraged Commodity Securities and the difference (spread) between the buying (bid) prices and the selling (offer) prices that market-makers are willing to quote for Short and Leveraged Commodity Securities.

The Issuer’s ability to issue new Short and Leveraged Commodity Securities is subject to its ability to

hedge its exposure under new Short and Leveraged Commodity Securities with corresponding Commodity Contracts. Although MLI and CGML have each agreed to supply Commodity Contracts with a value (including Commodity Contracts in relation to the separate programme for Short and Leveraged Commodity Securities of the Issuer) of up to US$7.0 billion (US$7,000,000,000), if demand for each of Short Commodity and Leveraged Commodity Securities exceeds this amount and the Issuer is not able to create more Commodity Contracts, or if the demand for issue of Short and Leveraged Commodity Securities exceeds the daily restrictions or the commodity-specific limits, then Short and Leveraged Commodity Securities may trade at a premium to their underlying value (the Price). Investors who pay a premium risk losing the premium if demand for Short and Leveraged Commodity Securities abates or the Issuer is able to source more Commodity Contracts. Short and Leveraged Commodity Securities could trade at a discount to the Price if the Issuer has received redemption requests in excess of the Redemption Limits (which are daily limits).

The Short and Leveraged Commodity Securities of each class (other than the BG Securities and the Three Times Commodity Securities) were first issued in February/March 2008. The BG Securities were made available for the first time in December 2012. The Three Times Commodity Securities were made available for the first time in October 2015.

There can be no assurance as to the depth of the secondary market (if any) in Short and Leveraged Commodity Securities, which will affect their liquidity and market price.

Early Redemption of Short and Leveraged Commodity Securities

An investment in Short and Leveraged Commodity Securities may be redeemed earlier than desired by a Security Holder and at short notice (a Compulsory Redemption). In these circumstances, the Security Holder may suffer a loss if the cash value of the Short and Leveraged Commodity Securities is lower than it would otherwise have been if the investment had been redeemed on a day chosen by the Security Holder, rather than on the date of the early redemption. Early redemption could also lead to a Security Holder incurring a tax charge that it would otherwise not be subject to. In addition, if the early redemption takes place at a time when the cash value of the Short and Leveraged Commodity Securities redeemed is lower than when they were purchased by the Security Holder, the Security Holder could suffer a loss. Early redemption may occur in the following circumstances:

General right to effect on early redemption

The Issuer may, at any time, upon not less than 30 days' notice (or seven days' notice in the event that the Facility Agreement is terminated or two days' notice in the event of a fall in Price relative to the Principal Amount) by RIS announcement to the Security Holders, redeem all Short and Leveraged Commodity Securities of a particular class.

Early redemption on default

The Trustee may, at any time, in certain circumstances including where an insolvency event in relation to the Issuer (including but not limited to the insolvency, liquidation or dissolution of the Issuer or the appointment of a receiver or liquidator in relation to it or substantially the whole of its assets) or certain types of default or breach event relating to a Commodity Contract Counterparty upon 20 business days' notice to the Issuer (or two business days' in the event of an insolvency event in relation to the Issuer), nominate a business day to be a date for the compulsory redemption of all affected Short and Leveraged Commodity Securities.

Early Redemption due to availability of Commodity Index

Bloomberg may cease to publish a Commodity Index. If so, all Short or Leveraged Commodity Securities of the class relating to that Commodity Index may be redeemed.

Early Termination following large same-day movements causing the price of the Commodity Contracts to fall to zero

If the Calculation Agent notifies the Issuer that the Intra-day Price of Commodity Contracts of the same class as any Short or Leveraged Commodity Securities has fallen to or below zero at any time during any Trading Day and that such Commodity Contracts have been terminated then the Short or Leveraged Commodity Securities of such class will automatically be subject to a Compulsory Redemption on that day and Security Holders are unlikely in that situation to receive any proceeds as the relevant Pool is unlikely in these circumstances to have sufficient assets to repay Security Holders any material sums on such Compulsory Redemptions as the only assets available for the redemption of the affected Short

or Leveraged Commodity Securities will be the Commodity Contracts whose value will be zero even if the Price of that class of Short or Leveraged Commodity Securities subsequently increases.

Early Redemption due to significant fall in Price

The Conditions provide that the amount payable upon a Redemption of a Short or Leveraged Commodity Security of a particular class under Settlement Pricing will be the higher of the Principal Amount for that class and the Price of such Short or Leveraged Commodity Security on the applicable Pricing Day. As each class of Short or Leveraged Commodity Security is a limited recourse security as described in Condition 3.2, it is in the interests of the Security Holders of each class to ensure that the Price for that class does not fall below its Principal Amount. The Issuer will aim to avoid the Price of a class of Short or Leveraged Commodity Security falling below its Principal Amount: (i) by, where necessary, seeking the sanction of Security Holders by Extraordinary Resolution to reduce the Principal Amount of a class of Short or Leveraged Commodity Security to a level less than its Price; and/or (ii) if on any Pricing Day the Price of any class of Short or Leveraged Commodity Security falls to 2.5 times the Principal Amount of such Short or Leveraged Commodity Security or below, the Issuer may, at any time for so long as the Price remains below such amount and during the period 60 days thereafter, upon not less than two days' notice by RIS announcement, elect to redeem the Short or Leveraged Commodity Securities of that class. This right will cease once an Extraordinary Resolution is passed to reduce the Principal Amount such that the Price is more than 2.5 times the Principal Amount subject to any further fall in the Price of any class of Short or Leveraged Commodity Securities to 2.5 times the Principal Amount or below.

Early Redemption due to hedging difficulty

Under the Facility Agreements, each Commodity Contract Counterparty has the right to terminate some or all of the Commodity Contracts of a particular class if for any reason it is unable to maintain the hedging positions which (acting reasonably) it attributes to the hedging of its obligations in connection with the Facility Agreement or Commodity Contracts of one or more classes. In such a case, the Issuer has, and will exercise, the right to redeem some or all of the Short and Leveraged Commodity Securities of that class.

Early Redemption for cause

The Issuer may, at any time by not less than seven nor more than 14 trading days' written notice, redeem any Short and Leveraged Commodity Securities held by certain prohibited investors, held by Security Holders who have not provided appropriate certifications as to their status in accordance with the Conditions or in certain other circumstances specified in the Conditions.

Early Redemption on termination

MLI and CGML have each only agreed to provide Commodity Contracts to the Issuer for ten years from 24 October 2017 (although each Commodity Contract Counterparty may terminate its Facility Agreement on three months' notice). If the relevant Commodity Contract Counterparty does not agree to provide Commodity Contracts beyond such date or if either or both Commodity Contract Counterparties chooses to terminate its Facility Agreement earlier, then the Commodity Contracts with it will expire and unless they are replaced by Commodity Contracts with another Commodity Contract Counterparty the Issuer will elect to redeem some or all of the outstanding Short and Leveraged Commodity Securities.

Commodity Index Risk Factors

Roll-Yield

Each Individual Commodity Index is priced off a Designated Contract (a futures contract of specific maturity) which, as it nears expiry, needs to be replaced with a later dated contract in a process known as "rolling". As the exchange-traded futures contracts approach expiration, they are sold prior to their expiry date and similar contracts that have a later expiry date are purchased. Thus, for example, a futures contract purchased and held in August may specify an October expiration.

As time passes, the contract expiring in October may be replaced by a contract for delivery in December. Any difference between the price for the nearer delivery month contract and the price for the distant month contract is known as a 'roll yield' and this can be either a positive amount or a negative amount. If the market for these contracts is (putting aside other considerations) in "backwardation", which means that the prices are lower in the distant delivery months than in the nearer delivery months, the sale of the October contract would take place at a price that is higher than the price of the December contract, thereby creating a "roll yield" which tends to be positive for the relevant Individual Commodity Index (and increase the value of the Leveraged Securities but decrease the value of the Short Securities). While some of the contracts included in the Individual Commodity Indices have historically exhibited consistent periods of

backwardation, backwardation may not exist at all times.

Moreover, certain of the commodities reflected in the Commodity Indices, such as gold, have historically traded in "contango" markets. A "contango" market means that the prices are higher in the distant delivery months than in the nearer delivery months. In such markets, the sale of the October contract would take place at a price that is lower than the price of the December contract, thereby creating a negative "roll yield" which tends to be negative for the relevant Individual Commodity Index (and increase the value of the Short Securities but decrease the value of the Leveraged Securities).

The existence of contango (or backwardation) in a particular commodity market does not automatically result in negative (or positive) "roll yields". The actual realisation of a roll yield will be dependent upon the shape of the futures curve. The term "futures curve" refers to the relationship between the price of futures contracts over different futures contract maturity dates when plotted in a graph. If the relevant part of the commodity futures curve is in backwardation — a downward sloping futures curve — then, all other factors being equal, the relevant index will tend to rise over time as lower futures prices converge to higher spot prices. The opposite effect would occur for contango.

Each Composite Commodity Index is made up of two or more Designated Contracts. The extent to which a Composite Commodity Index is affected by backwardation or contango will depend on whether the relevant Designated Contracts are in backwardation or contango and the relative weight of each Designated Contract included in each Composite Commodity Index. Backwardation or contango with regards to the Designated Contracts may affect the level of the Composite Commodity Index and, therefore, may affect the price of the Short and Leveraged Commodity Securities as explained in '*Short and Leveraged Commodity Securities Risk Factors – Roll Yield*' below.

Change of Commodity Index

The Facility Agreements allow for a change in the Commodity Index used to Price the Short or Leveraged Commodity Securities. The Commodity Contract Counterparties and the Issuer may agree to use a different commodity index provided that Security Holders are given a minimum of 30 days' notice of the intended change. There can be no assurance that any replacement commodity index will provide the same investment return as the Commodity Index it replaces and this may adversely affect the return to Security Holders.

Under the Conditions of the Second Month Securities, the Issuer may, without the consent of the Security Holders of the relevant class, substitute a different index for the Individual Commodity Index for that class on five Business Days' notice provided that the proposed substituted commodity index relates to the same individual commodity as such Individual Commodity Index and is calculated based on a similar methodology as that used in the calculation of such Individual Commodity Index but the futures contracts constituting the Lead Future and the Next Future for the purposes of the calculation of such proposed substituted commodity index have different expiry dates to those used for the purposes of the calculation of such Individual Commodity Index.

There can be no assurance that any replacement commodity index will provide the same investment return as the Commodity Index it replaces and this may adversely affect the return to Holders of Second Month Securities.

Change to Designated Contracts and/or Roll Period

The choice of Designated Contracts, Designated Month Contracts and the Roll Period used to price each Commodity Index is determined by Bloomberg in conjunction with UBS Securities and may be changed from time to time. The termination or replacement of any Designated Contract or Designated Month Contract and/or the change to a Roll Period may have an adverse impact on the value of an Individual Commodity Index and the Composite Commodity Indices included therein.

An Individual Commodity Index may close at a negative value

Bloomberg announced on 7 May 2020 that, with effect from 18 May 2020, any Individual Commodity Index (other than the Second Month Indices) may close negative for one day and will thereafter be terminated the next trading day at the negative value.

In the event of an Individual Commodity Index being terminated at a negative value, it is unclear whether Commodity Contracts priced by reference to that Individual Commodity Index will have any continuing value or how the Price of a Short or Leveraged Commodity Securities priced by reference to that Individual Commodity Index will be calculated. In such circumstances the Issuer may exercise its rights

under the Conditions to Redeem compulsorily such Short or Leveraged Commodity Securities and, having regard to Condition 3.2 (Limited Recourse), it is unlikely that there would be any monies available to meet the Issuer's obligations to Security Holders in respect of such Short or Leveraged Commodity Securities. Security Holders in respect of such Short or Leveraged Commodity Securities would be likely in such circumstances to lose the whole of their investment in respect of such Short or Leveraged Commodity Securities.

In the cases of the Second Month Indices, if the value of the index would otherwise falls to or below zero due to an intraday and/or end-of-day negative futures settlement price(s), the index level will be closed at zero and terminated on the same day.

Risk Factors relating to the Second Month Indices

Following the passing of an extraordinary resolution of the Securities Holders in respect of the Second Month Securities of each class on 21 October 2020, and the giving by the Issuer of notice by an RNS announcement on 4 November 2020 the Issuer effected the substitution (the "**Index Substitution**") of the Individual Commodity Index previously applicable to that class by the Second Month Index specified in the table below.

Class of Second Month Securities	Second Month Index
WisdomTree WTI Crude Oil 2x Daily Leveraged Individual Securities	Bloomberg WTI Crude Oil SL Index (BBG Index ticker: BCLSLER)
WisdomTree WTI Crude Oil 1x Daily Short Individual Securities	Bloomberg WTI Crude Oil SL Index (BBG Index ticker: BCLSLER)
WisdomTree Natural Gas 2x Daily Leveraged Individual Securities	Bloomberg Natural Gas SL Index (BBG Index ticker: BNGSLER)
WisdomTree Natural Gas 1x Daily Short Individual Securities	Bloomberg Natural Gas SL Index (BBG Index ticker: BNGSLER)
WisdomTree Brent Crude Oil 2x Daily Leveraged Individual Securities	Bloomberg Brent Crude Oil SL Index (BBG Index ticker: BCOSLER)
WisdomTree Brent Crude Oil 1x Daily Short Individual Securities	Bloomberg Brent Crude Oil SL Index (BBG Index ticker: BCOSLER)

The Second Month Indices are described under the heading "Second Month Indices" in Part 3 (*The Bloomberg Commodity Index Family*).

Although each of the Second Month Indices is designed to be representative of the markets it measures or otherwise align with its stated objective, it may not be representative in every case or achieve its stated objective in all instances. It is designed and calculated strictly to follow the rules of its Methodology, and any Second Month Index level or other output is limited in its usefulness to such design and calculation.

Historical index levels published prior to the launch date of the Second Month Indices are considered hypothetical. Historical Second Month Index levels should not be considered as an indication of future performance.

Each of the Second Month Indices is comprised of liquid commodity futures contracts. If any commodity futures contract is terminated or replaced in accordance with the rules of the Second Month Index methodology, a comparable commodity futures contract may be selected by Bloomberg. The replacement of a commodity future contract may cause the level of the Second Month Index to change or be adjusted.

In the event the level of any Second Month Index falls at or below zero due to an at any point intraday and/or end-of- day negative futures settlement price(s), the Second Month Index level will be closed at zero and terminated same day, in which case the Second Month Index may cease to accurately measure its underlying market interest. Holders of the Second Month Securities should therefore consider such possibility in connection with any financial instrument or financial contract based on the index to the extent the index level diverges from exposure to the underlying market.

Bloomberg may discontinue or suspend calculation or publication of any Second Month Index.

There can be no assurance that the Second Month Index will provide the same investment return as the Commodity Index it replaces and this may adversely affect the return to Holders of Second Month Securities.

Leverage Risks

The effect of the Leverage Factor

Leveraged Commodity Securities provide a "long" exposure to one of the Commodity Indices which means a Leveraged Commodity Security will increase in value where the underlying Commodity Index increases in value. Short Commodity Securities provide a "short" exposure to one of the Commodity Indices which means a Short Commodity Security will decrease in value where the underlying Commodity Index increases. Where a security references a long or short Commodity Index (other than a One Times Short Commodity Security) the impact of any change in the level of that Commodity Index will have a greater positive or negative effect on the Price of the Short and Leveraged Commodity Security.

It is possible for commodity prices to increase by more than 33 per cent. within a single day and so it is possible for Three Times Short Individual Securities to lose all of their value which could result in the total loss of an investor's initial investment. It is also possible for commodity prices to increase by more than 100 per cent. within a single day and so it is possible for One Times Short Commodity Securities to lose all of their value which could result in the total loss of an investor's initial investment. It is possible for commodity prices to fall in price by more than 33 per cent. within a single day and so it is possible for Three Times Leveraged Individual Securities to lose all of their value which could result in the total loss of an investor's initial investment. It is also possible for commodity prices to fall in price by more than 50 per cent. within a single day and so it is possible for Two Times Leveraged Commodity Securities to lose all of their value which could result in the total loss of an investor's initial investment. Any such total loss of investment could occur in a relatively short period of time if there was a material supply shock or market dislocation.

Investing in Short or Leveraged Commodity Securities is, therefore, more risky than investing in securities which are an unleveraged long exposure (such as the Classic Commodity Securities issued by the Issuer as described in a separate base prospectus of the Issuer dated 4 January 2021) as unleveraged commodity prices cannot realistically fall to zero and cause the total loss of an investment.

Price volatility may result in long-term returns being significantly different to overall changes in the relevant index

The returns from Short and Leveraged Commodity Securities are designed to provide a specific short or long exposure to the daily change in the relevant index. The Price of a One Times Short Commodity Security will be adjusted by minus one times (–1x) the percentage change in the relevant Commodity Index and the Price of a Three Times Short Individual Security will be adjusted by minus three times (–3x) the percentage change in the relevant Commodity Index. The Price of a Two Times Leveraged Commodity Security will be adjusted by two times (+2x) the percentage change in the relevant Commodity Index and the Price of a Three Times Leveraged Individual Security will be adjusted by three times (+3x) the percentage change in the relevant Commodity Index. The minus one times (–1x), minus three times (–3x), two times (+2x) and three times (+3x) factors, are referred to as "Leverage Factors". As explained in Part 1 (*General*) and demonstrated by worked examples shown in Part 2 (*How does a Security Holder determine the value of their investment?*) and historic simulations shown in Part 3 (*The Bloomberg Commodity Index Family*), the actual change in Price of Short and Leveraged Commodity Securities over periods greater than one day may differ significantly from the product of the Index return and the Leverage Factor over such longer period. Accordingly, prospective investors should not expect that actual percentage return for (i) One Times Short Commodity Securities will be equal to minus one times the percentage change in the relevant Commodity Index, (ii) Three Times Short Individual Securities will be equal to minus three times the percentage change in the relevant Commodity Index, (iii) Two Times Leveraged Commodity Securities will be equal to twice the percentage change in the relevant Commodity Index nor that the actual percentage return for, (iv) Three Times Leveraged Individual Securities will be equal to three times the percentage change in the relevant Commodity Index.

Long term effect of the Leverage Factor

Investors should note that the effects of the Leverage Factor of minus one times (–1x), minus three times (–3x), two times (2x) and three times (3x) could result in holders of Short and Leveraged Commodity

Securities incurring significant losses over extended periods.

In respect of the One Times Short Commodity Securities, WisdomTree Silver 1x Daily Short would have fallen from $50 on 2 January 2009 to $9.560 on 28 October 2020 (before fees and adjustments and assuming the absence of Market Disruption Events) resulting in the loss of 81 per cent of the initial investment if held over the whole period.

In respect of the Two Times Leveraged Commodity Securities, WisdomTree Coffee 2x Daily Leveraged would have fallen from $50 on 2 January 2009to $1.502 on 28 October 2020 (before fees and adjustments and assuming the absence of Market Disruption Events) resulting in the loss of 97 per cent of the initial investment if held over the whole period.

In respect of the Three Times Short Individual Securities, WisdomTree Nickel Oil 3x Daily Short would have fallen from $50 on 2 January 2009 to $0.043 on 28 October 2020 (before fees and adjustments and assuming the absence of Market Disruption Events), almost resulting in the loss of the entire initial investment if held over the whole period

In respect of the Three Times Leveraged Commodity Securities, WisdomTree Wheat 3x Daily Leveraged would have fallen from $50 on 2 January 2009 to $0.035 on 28 October 2020 (before fees and adjustments and assuming the absence of Market Disruption Events), almost resulting in the loss of the entire initial investment if held over the whole period.

Three Times Commodity Securities and Second Month Securities – Restrike Events

The pricing formula for Three Times Short Individual Securities and Three Times Leveraged Individual Securities (together the "**Three Times Commodity Securities**") incorporates an intra-day rebalancing which will be triggered if the value of the relevant Commodity Index either: (i) falls by 25 per cent. or more over the course of a day in the case of Three Times Leveraged Individual Securities; or (ii) rises by 25 per cent. or more over the course of a day in the case of Three Times Short Individual Securities (referred to as a "**Restrike Event**").

The pricing formula for the Second Month Securities incorporates an intra-day rebalancing which will be triggered if the value of the relevant Individual Commodity Index either: (i) falls by 35 per cent. or more over the course of a day in the case of Second Month Securities which are Leveraged Individual Securities; or (ii) rises by 70 per cent. or more over the course of a day in the case of Second Month Securities which are Short Individual Securities. For the purposes of the following discussion a "**Restrike Event**" includes such circumstances.

During a Restrike Event, for the purpose of calculating the Price on such day, a further value for the Commodity Index will be calculated (the "**Restrike Index Value**"). A Security Holder will obtain a three times long or three times short (as the case may be) exposure to the movement in the relevant Commodity Index (i) from the value at the previous closing settlement price to the Restrike Index Value, and then (ii) from the Restrike Index Value to that day's closing settlement price.

If the period within which the Restrike Index Value can be determined is set to end 15 minutes or less prior to the underlying commodity settlement time, the value at (ii) above will be the Restrike Index Value rather than the closing settlement price.

In situations where a Restrike Event has occurred and a Restrike Index Value has been calculated with respect to a class of Three Times Commodity Security or Second Month Security, such class may not provide Security Holders with the return that would otherwise have been expected over the course of such day based on the change in the level of the relevant Commodity Index and application of the Leverage Factor. In addition, a Commodity Contract Counterparty will charge an additional cost for implementing the intraday rebalancing. Accordingly, prospective investors should not expect that the return on Three Times Commodity Securities or Second Month Securities will track the performance of the index multiplied by the Leverage Factor, particularly in circumstances where there has been a Restrike Event.

The following table illustrates the effect of the Restrike mechanism (excluding fees and interest accruals) on a Three Times Leveraged Individual Security when a Restrike Event is triggered, compared to a three times leveraged security without the restrike mechanism:

		Underlying Index	Three Times Leveraged Individual Security with Restrike	Three times leveraged security without Restrike
day 1	Settlement price at close of index	100	25	25
day 2 11:00am	Restrike Event triggered	75	6.25	6.25
day 2 11:15am	Restrike Index Value determined	70	2.5	2.5
day 2 2:15pm	Settle	65	1.964285714	0

In this example, the three times leveraged security without the restrike mechanism falls to zero when the underlying index loses more than 33 per cent. of its value, whereas the effect of the Restrike Index Value being determined for the Three Times Leveraged Individual Security means that this security does not fall to zero.

The following table illustrates the effect of the Restrike mechanism (excluding fees and interest accruals) on a Two Times Leveraged Second Month Individual Security when a Restrike Event is triggered, compared to a two times leveraged security without the restrike mechanism:

		Underlying Index	Two Times Leveraged Second Month Individual Security with Restrike	Two times leveraged security without Restrike
day 1	Settlement price at close of index	100	25	25
day 2 11:00am	Restrike Event triggered	65	7.5	7.5
day 2 11:15am	Restrike Index Value determined	60	5	5
day 2 2:15pm	Settle	50	3.3333333	0

In this example, the two times leveraged security without the restrike mechanism falls to zero when the underlying index loses 50 per cent. or more of its value, whereas the effect of the Restrike Index Value being determined for the Two Times Leveraged Second Month Individual Security means that this security does not fall to zero.

The following table illustrates the effect of the Restrike mechanism (excluding fees and interest accruals) on a Short Second Month Individual Security when a Restrike Event is triggered, compared to a one time short security without the restrike mechanism:

		Underlying Index	Short Second Month Individual Security with Restrike	One times short security without Restrike
day 1	Settlement price at close of index	100	25	25
day 2 11:00am	Restrike Event triggered	170	7.5	7.5
day 2 11:15am	Restrike Index Value determined	175	6.25	6.25
day 2 2:15pm	Settle	200	5.3571429	0

In this example, the one times short security without the restrike mechanism falls to zero when the underlying index gains 100 per cent. or more of its value, whereas the effect of the Restrike Index Value being determined for the Short Second Month Individual Security means that this security does not fall to zero.

In circumstances where a Restrike Event has been triggered and a Restrike Index Value determined, if the relevant Commodity Index goes on to reverse its fall or rise (as the case may be) during that day, then a Security Holder will not benefit from the reversal of the return to the same extent that they might have if the intraday rebalancing had not occurred.

The following examples show the effect of the intraday rebalancing mechanism (excluding fees and interest accruals) in the case when the underlying index value changes significantly intra-day, but settles at the same level as the previous day. In this example, the Restrike Event and determination of the Restrike Index Value lead to an investor receiving less when compared to a security without the restrike mechanism.

		Underlying Index	Three Times Leveraged Individual Security With Restrike	Three times leveraged security without Restrike
day 1	Settlement price at close of index	100	25	25
day 2 11:00am	Restrike Event triggered	75	6.25	6.25
day 2 11:15am	Restrike Index Value determined	70	2.5	2.5
day 2 2:15pm	Settle	100	5.7142857	25

		Underlying Index	Two Times Leveraged Second Month Individual Security With Restrike	Two times leveraged security without Restrike
day 1	Settlement price at close of index	100	25	25
day 2 11:00am	Restrike Event triggered	65	7.5	7.5
day 2 11:15am	Restrike Index Value determined	60	5	5
day 2 2:15pm	Settle	100	11.6666667	25

		Underlying Index	Short Second Month Individual Security with Restrike	One times short security without Restrike
day 1	Settlement price at close of index	100	25	25
day 2 11:00am	Restrike Event triggered	170	7.5	7.5
day 2 11:15am	Restrike Index Value determined	175	6.25	6.25
day 2 2:15pm	Settle	100	8.9285714	25

The following example shows the effect of the intraday rebalancing mechanism (excluding fees and interest accruals) in the case when the underlying index value changes significantly intra-day, but recovers some of the losses. In this example, the Restrike Event and determination of the Restrike Index Value lead to an investor receiving less when compared to a security without the restrike mechanism.

		Underlying Index	Three Times Leveraged Individual Security With Restrike	Three times leveraged security without Restrike
day 1	Settlement price at close of index	100	25	25
day 2 11:00am	Restrike Event triggered	75	6.25	6.25
day 2 11:15am	Restrike Index Value determined	70	2.5	2.5
day 2 2:15pm	Settle	80	3.5714286	10

		Underlying Index	Two Times Leveraged Second Month Individual Security With Restrike	Two times leveraged security without Restrike
day 1	Settlement price at close of index	100	25	25
day 2 11:00am	Restrike Event triggered	65	7.5	7.5
day 2 11:15am	Restrike Index Value determined	60	5	5
day 2 2:15pm	Settle	70	6.6666667	10

		Underlying Index	Short Second Month Individual Security with Restrike	One times short security without Restrike
day 1	Settlement price at close of index	100	25	25
day 2 11:00am	Restrike Event triggered	170	7.5	7.5

day 2 11:15am	Restrike Index Value determined	175	6.25	6.25
day 2 2:15pm	Settle	150	7.1428571	12.5

Three Times Commodity Securities – Multiple Restrike Events

The pricing for Three Times Commodity Securities allows for more than one Restrike Event during the Exchange Hours on any given Trading Day. Each subsequent Restrike Event would be triggered if the relevant Commodity Index either (i) falls by 25 per cent. relative to the previous Restrike Index Value in the case of Three Times Leveraged Individual Securities; or (ii) rises by 25 per cent. relative to the previous Restrike Index Value in the case of Three Times Short Individual Securities.

As in the case with a single Restrike Event, in situations where multiple Restrike Events have occurred and corresponding Restrike Index Values have been determined with respect to a class of Three Times Commodity Security, such class may not provide Security Holders with the return that would otherwise have been expected on such day based on the change in the level of the relevant Commodity Index. The difference in return compared to that for a security without Restrike Event is likely to be more pronounced in this case than in the case when only one Restrike Event has occurred.

The following example shows the effect of multiple Restrike Events occurring (excluding fees and interest accruals), compared to a security without the restrike mechanism:

		Underlying Index	**Three Times Leveraged Individual Security With Restrike**	**Three times leveraged security without Restrike**
day1	Settlement price at close of index	100	50	50
day 2 11:00am	Restrike Trigger 1	75	12.5	12.5
day 2 11:15am	Restrike Price 1	75	12.5	12.5
day 2 12:00pm	Restrike Trigger 2	56.25	3.125	0
day 2 12:15pm	Restrike Price 2	56.25	3.125	0
day 2 2:15pm	Settle	100	10.41667	0

In this example, the three times leveraged security without the restrike mechanism falls to zero and would be subject to compulsory redemption.

Second Month Securities – Multiple Restrike Events

The pricing for Second Month Securities allows for more than one Restrike Event during the Exchange Hours on any given Trading Day. Each subsequent Restrike Event would be triggered if the relevant Commodity Index either (i) falls by 35 per cent. relative to the previous Restrike Index Value in the case of Second Month Securities which are Leveraged Individual Securities; or (ii) rises by 70 per cent. relative to the previous Restrike Index Value in the case of Second Month Securities which are Short Individual Securities.

As in the case with a single Restrike Event and Three Times Commodity Securities, in situations where multiple Restrike Events have occurred and corresponding Restrike Index Values have been determined with respect to a class of Second Month Security, such class may not provide Security Holders with the return that would otherwise have been expected on such day based on the change in the level of the relevant Commodity Index. The difference in return compared to that for a security without Restrike Event is likely to be more pronounced in this case than in the case when only one Restrike Event has occurred.

The following examples show the effect of multiple Restrike Events occurring (excluding fees and interest accruals), compared to a security without the restrike mechanism:

		Underlying Index	**Two Times Leveraged Second Month Security With Restrike**	**Two times leveraged security without Restrike**
day1	Settlement price at close of index	100	50	50
day 2 11:00am	Restrike Trigger 1	65	15	15
day 2 11:15am	Restrike Price 1	65	15	15
day 2 12:00pm	Restrike Trigger 2	42.25	4.5	0
day 2 12:15pm	Restrike Price 2	42.25	4.5	0
day 2 2:15pm	Settle	100	16.8017751	0

In this example, the two times leveraged security without the restrike mechanism falls to zero and would be subject to compulsory redemption.

		Underlying Index	Short Second Month Security With Restrike	One times short security without Restrike
day1	Settlement price at close of index	100	50	50
day 2 11:00am	Restrike Trigger 1	170	15	15
day 2 11:15am	Restrike Price 1	170	15	15
day 2 12:00pm	Restrike Trigger 2	289	4.5	0
day 2 12:15pm	Restrike Price 2	289	4.5	0
day 2 2:15pm	Settle	100	7.4429066	0

In this example, the one times short security without the restrike mechanism falls to zero and would be subject to compulsory redemption

Counterparty and Service Provider Risks

Counterparty

Counterparty Credit Risk and Default

The value of Short and Leveraged Commodity Securities and the ability of the Issuer to pay the Redemption Amount is dependent on the receipt of such amount from a Commodity Contract Counterparty, and may be affected by a deterioration or perceived deterioration in the credit-worthiness and/or a downgrade in the credit rating of the Commodity Contract Counterparties (or any of them). Such deterioration/downgrade in the credit-worthiness or credit rating of the Commodity Contract Counterparties (or any of them) could cause Short and Leveraged Commodity Securities to trade at a discount to the Price and could result in a loss to Security Holders.

The Commodity Contracts issued by MLI are not guaranteed by any entity within the BAC Group, other than BAC, or by any other person, and the Commodity Contracts issued by CGML are not guaranteed by any entity within the Citigroup Group, other than CGMH, or by any other person. To the extent that any Commodity Contract Counterparty or Guarantor were to be unable to fulfil its respective payment obligations under the relevant Commodity Contracts and Facility Agreement or Guarantee (as the case may be) the Issuer would be unable to meet its obligations to Security Holders, who would suffer a loss as a result.

The Issuer will not operate any policies to diversify or spread its risk (risk-spreading policies) and has Facility Agreements only with MLI and CGML. The Issuer may, but is not required to, enter into other Facility Agreements with other Commodity Contract Counterparties, but it will not be the Issuer's intention to enter into other Facility Agreements for the purposes of spreading counterparty risk.

If at any given time there are two or more Commodity Contract Counterparties and one of them, the Lower Credit, has its credit rating downgraded or has defaulted on its obligations to redeem Commodity Contracts, then, under the Pool splitting mechanism discussed under the heading "Consolidation and Division of Short and Leveraged Commodity Securities" in Part 4 (*Description of Short and Leveraged Commodity Securities*), the Issuer can separate out the Lower Credit by issuing to the relevant Security Holders new Short and Leveraged Commodity Securities supported only by the Commodity Contracts of the Lower Credit. There can be no assurance that the Issuer will be able to redeem such new Short and Leveraged Commodity Securities at their Price or even at all, and such new Short and Leveraged Commodity Securities may not be admitted to trading on any exchange. Accordingly, a Security Holder could end up holding new Short and Leveraged Commodity Securities that they are unable to sell and which may have limited or no value. If the Issuer is considering exercising its power to implement a Pool split it will not be required to have regard to any proposed but not yet implemented Pool split when allocating Commodity Contracts to one or more of the Commodity Contract Counterparties. Accordingly, shortly after receiving its Short or Leveraged Commodity Securities a Security Holder could be treated as owning Short or Leveraged Commodity Securities attributable to the Lower Credit which may affect the ability of such Security Holder to redeem those Short or Leveraged Commodity Securities. In circumstances where the Issuer is considering exercising its power to implement a Pool split in respect of a particular Pool it may, upon notice to Security Holders, suspend the right to Redeem the Short or Leveraged Commodity Securities of the class or classes attributable to such Pool. Accordingly, a Security

Holder may be unable to sell those Short and Leveraged Commodity Securities and such securities may have limited or no value during the period of such suspension.

In the event that the Issuer determines to divide a Pool as referred to above and in accordance with Condition 18.3, the Conditions provide that outstanding valid Redemption Forms given (save in the case where notice of a Compulsory Redemption Date was given prior to the division becoming effective in which case certain other timings may apply) prior to the division becoming effective will be treated as having been given in respect of the Pool to which following the division are attributable Commodity Contracts with the Commodity Contract Counterparty to which the corresponding Commodity Contract Termination had been allocated. This may have the effect that a Security Holder which has lodged a valid Redemption Form prior to a division becoming effective will be treated following the division as owning only Short and Leveraged Commodity Securities attributable to a single Pool rather than both Pools as described under the heading "Consolidation and Division of Short and Leveraged Commodity Securities" in Part 4 (*Description of Short and Leveraged Commodity Securities*), and this could be the Pool to which Commodity Contracts with the Lower Credit are transferred.

Position Limits on Futures Exchanges

The Commodity Contract Counterparties may choose to hedge their exposure related to the Commodity Contracts by taking positions on the relevant Exchange(s) and, to the extent they do so, they will need to adjust their positions on such Exchange(s) on a daily basis to reflect that, subject to the occurrence of Market Disruption Events or in the case of Three Times Commodity Securities and Second Month Securities, Restrike Events, the Short and Leveraged Commodity Securities track (before fees and expenses) daily percentage changes in a Commodity Index. Accordingly, changes in the Price(s) of one or more classes of Short and Leveraged Commodity Securities could result in the Commodity Contract Counterparties meeting or exceeding their position limits on such Exchange(s) and so being unable to sufficiently adjust their hedging positions for one or more classes of Commodity Contract(s).

MLI and CGML are each parties to a facility agreement with the Issuer relating to Classic and Longer Dated Commodity Contracts and to facility agreements with WisdomTree Hedged Commodity Securities Limited an Affiliate of the Issuer, in relation to securities tracking hedged equivalents of the commodity indices and their exposures under these and any similar agreements and their hedging activities in connection with those exposures may affect their ability to create Commodity Contracts under the Facility Agreements.

In the event of a Commodity Contract Counterparty exceeding their position limits the Commodity Contract Counterparties have the right to terminate some or all Commodity Contracts of the relevant class(es) to bring their positions below the position limits and, in such case, the Issuer will exercise, its right to redeem some or all of the Short and Leveraged Commodity Securities of such class(es). If the Issuer elects to redeem some but not all of the Short and Leveraged Commodity Securities of any class(es), they will be redeemed *pro rata* to holdings. In these circumstances, the Security Holder may suffer a loss if the cash value of the Short and Leveraged Commodity Securities redeemed is lower than it would otherwise have been if the investment had been redeemed on a day chosen by the Security Holder rather than on the date of the redemption. Such redemption could also lead to a Security Holder incurring a tax charge to which it would otherwise not be subject.

MLI and CGML are each parties to a facility agreement with the Issuer relating to Classic and Longer Dated Commodity Contracts and to facility agreements with WisdomTree Hedged Commodity Securities Limited an Affiliate of the Issuer, in relation to securities tracking hedged equivalents of the commodity indices and their exposures under these and any similar agreements and their hedging activities in connection with those exposures may affect their ability to create Commodity Contracts under the Facility Agreements.

Calculation Agent Conflicts of Interest

In addition to being the obligor under the MLI Facility Agreement, MLI is also the Calculation Agent under both the MLI Facility Agreement and the CGML Facility Agreement (but not for the purposes of the Conditions, the Short and Leveraged Commodity Securities or the Trust Instrument). In acting as Calculation Agent, MLI is obliged to act in good faith and in a commercially reasonable manner, but otherwise its calculations are binding in the absence of manifest error. The role of MLI as Calculation Agent may give rise to conflicts of interest which are adverse to the interests of Security Holders.

Service Providers

Index Calculations by UBS Securities and by Bloomberg

The Issuer is not affiliated with Bloomberg or UBS Securities in any way (except for the agreements and

licensing arrangements described in this Prospectus) and has no ability to control or predict their actions, including any errors in or discontinuation of disclosure regarding its methods or policies relating to the calculation of the Commodity Indices or related indices (including the Individual Commodity Indices and the Composite Commodity Indices). The policies of UBS Securities and Bloomberg concerning the calculation of the level of the Commodity Indices or related indices (including the Individual Commodity Indices and the Composite Commodity Indices), additions, deletions or substitutions of Commodity Indices components and the manner in which changes affecting the Commodity Indices components are reflected in the Commodity Indices could adversely affect the value of the Commodity Indices or related indices (including the Individual Commodity Indices and the Composite Commodity Indices) and, therefore, the market value of the Short and Leveraged Commodity Securities.

Additional commodity futures contracts may satisfy the eligibility criteria for inclusion in the Commodity Indices, and commodity futures contracts currently included in the Commodity Indices may fail to satisfy such criteria. The weighting factors applied to each included futures contract may change annually, based on changes in commodity production and volume statistics. In addition, UBS Securities and Bloomberg may modify the methodology for determining the composition and weighting of the Commodity Indices, for calculating their respective values in order to assure that the Commodity Indices represent an adequate measure of market performance or for other reasons, or for calculating the values of the Commodity Indices or related indices (including the Individual Commodity Indices and the Composite Commodity Indices). Any such changes could adversely affect the market value of the Short and Leveraged Commodity Securities.

Under the MLI Facility Agreement and the Calculation Agency Agreement, MLI has agreed that in the event Bloomberg ceases to calculate and publish any Commodity Index, it as Calculation Agent will use its reasonable endeavours to calculate settlement values of such Commodity Indices for each Pricing Day using the same methodology and processes for each individual commodity as are used from time to time for the calculation of the Commodity Indices, but there is no assurance that those indices will continue to be published. If the Commodity Indices or any of them cease to be published, the Issuer will endeavour to ensure that replacement indices are published, but there is no assurance that that will be achieved. In that event some or all of the Short and Leveraged Commodity Securities may be redeemed.

Under the MLI Calculation Agency Agreement, MLI, if it considers that, as a result of the application in the *United Kingdom* of the EU Benchmarks Regulation, any calculation, determination or provision by the Calculation Agent of a substitute index value under the MLI Facility Agreement or Calculation Agency Agreement in respect of any class of Commodity Contracts would be unduly burdensome may give a notice to that effect (which notification may be withdrawn by the Calculation Agent by notice to the Issuer should it subsequently determine that such calculation, determination or provision is not unduly burdensome). See “EU Benchmarks Regulation” below.

In certain circumstances under the Facility Agreements and the Calculation Agency Agreement, including where a Market Disruption Event in respect of a Commodity Index occurs on five or more consecutive Trading Days (irrespective of whether a Commodity Index is published for those Trading Days), the Calculation Agent is required to calculate a substitute value for each Trading Day thereafter while that circumstance persists. While the Calculation Agent is required to act in good faith and in a commercially reasonable manner (i) it owes no duty to any Security Holder or the Trustee in respect of any determination made by it and (ii) any such substitute value may differ from the Commodity Index.

If a Commodity Index ceases to be published, all Short or Leveraged Commodity Securities of the class relating to that Commodity Index may be redeemed.

Activities of Bloomberg, Commodity Contract Counterparties and Authorised Participants

The Commodity Contract Counterparties and their affiliates are active traders in commodities markets, including in the physical markets for commodities, in the futures markets (on each of the Exchanges and on other commodity exchanges) and the over-the-counter markets, including trading of commodity swaps, options and other derivatives. These trading activities may present a conflict between the interests of holders of the Short and Leveraged Commodity Securities and the interests that the Commodity Contract Counterparties and their affiliates will have in their proprietary accounts, in facilitating transactions, including options and other derivatives transactions, for their customers and in accounts under their management. These trading activities, if they influence the value of the Bloomberg Commodity Indices or any Commodity Index, could be adverse to the interests of the holders of the Short and Leveraged Commodity Securities. Moreover, the Commodity Contract Counterparties or their affiliates have published and in the future expect to publish research reports with respect to some or all of the Bloomberg Commodity Indices or components and physical commodities generally. This research is

modified from time to time without notice and may express opinions or provide recommendations that are inconsistent with purchasing or holding the Short or Leveraged Commodity Securities. The research should not be viewed as a recommendation or endorsement of the Short or Leveraged Commodity Securities in any way and investors must make their own independent investigation of the merits of this investment. Any of these activities by the Commodity Contract Counterparties or their affiliates may affect the market price of the Bloomberg Commodity Indices or components and the value of the Bloomberg Commodity Indices and, therefore, the market value of the Short and Leveraged Commodity Securities. In addition, the Commodity Contract Counterparties and their affiliates may underwrite or issue other securities or financial instruments indexed to the Bloomberg Commodity Indices and related indices and/or UBS Securities and Bloomberg may license the Bloomberg Commodity Indices or related indices for publication or for use by unaffiliated third parties. Further, the Authorised Participants or their Affiliates also trade in various sectors of the commodities markets.

These activities could give rise to conflicts of interest which are adverse to the interests of Security Holders and could have a negative impact on the Price of Short and Leveraged Commodity Securities and could result in a loss to Security Holders. For example, a market maker in a financial instrument linked to the performance of the Bloomberg Commodity Indices or related indices may expect to hedge some or all of its position in that financial instrument. Purchase (or selling) activity in the underlying Bloomberg Commodity Indices components in order to hedge the market maker's position in the financial instrument may affect the market price of the futures contracts upon which the Individual Commodity Indices are based, which in turn would affect the value of those indices and thus the Short and Leveraged Commodity Securities.

With respect to any of the activities described above, none of UBS Securities, Bloomberg, the Commodity Contract Counterparties, BAC, CGMH, the Authorised Participants or their respective Affiliates has any obligation to the Issuer to take the needs of any buyers, sellers or holders of Short and Leveraged Commodity Securities into consideration at any time.

Operational Risk Factors

Exchange Limits on Price Movements

U.S. futures exchanges and some other exchanges have regulations that limit the amount of fluctuation in some futures contract prices that may occur during a single business day. These limits are generally referred to as "daily price fluctuation limits" and the maximum or minimum price of a contract on any given day as a result of these limits is referred to as a "limit price". Once the limit price has been reached in a particular contract, no trades may be made at a price beyond the limit, or trading may be limited for a set time period. Limit prices have the effect of precluding trading in a particular contract or forcing the liquidation of contracts at potentially disadvantageous times or prices. These circumstances could adversely affect the value of any and all Commodity Indices and, therefore, the market value of the Short and Leveraged Commodity Securities and could disrupt applications for and redemptions of Short and Leveraged Commodity Securities and the pricing thereof.

Market Disruption

Futures exchanges have the potential to suffer from market disruption, due to trading failures at the exchange or the imposition of volume or price restrictions. Such events could cause a Pricing Day to be classified as a Market Disruption Day, resulting in it not being possible to price one or more classes of Short and Leveraged Commodity Securities that day. This will cause a delay in the application or redemption process (where settlement pricing is being used) which could adversely affect potential or existing Security Holders. In addition where a Market Disruption Event occurs the change in Price of a Short or Leveraged Commodity Security may not match (before fees and adjustments) the daily change in the level of the relevant Commodity Index.

Legal Risks

Realisation of Collateral

In the event that the Issuer enforces its rights under a Security Agreement and a Control Agreement to take control of a Collateral Account, the Collateral in the Collateral Account may not be of sufficient value to cover all Redemption Amounts payable to investors because: (i) enforcement of its rights by the Issuer may have resulted from the Commodity Contract Counterparty failing to post Collateral to the Collateral Account to the value of the Collateral Exposure; (ii) the Collateral Account is only required to contain assets to the value of the Collateral Exposure as at the close of the immediately preceding Business Day on which the calculations and valuations are made and there may be a number of days between

such valuations occurring and the date on which the Issuer takes control of the Collateral Account, during which time a significant difference between the value of the Collateral in the Collateral Account and the Collateral Exposure could arise; (iii) the value of the assets in the Collateral Account is not correlated to the Collateral Exposure and may fall due to market conditions; (iv) the Collateral Exposure could rise due to market conditions; (v) the Collateral Exposure as reported for the purposes of the Commodity Contract Counterparty's obligation to post Collateral when such Collateral was last posted may be less than the aggregate amounts due to Security Holders and others out of the proceeds realised from such Collateral; (vi) the Issuer (or the Trustee) may not be able to realise some or all of the assets in the Collateral Account at the prices at which they were valued, even after allowing for the application of valuation percentages; or (vii) there may be certain costs associated with the Issuer's realisation of the assets in the Collateral Account. In addition there can be no certainty as to the timeliness of any such enforcement.

Under the terms of each Control Agreement, the Securities Intermediary may utilise depositories, banks or other financial institutions in connection with the custody of the Collateral. In the event that the Issuer enforces its rights under a Security Agreement and Control Agreement to take control of the Collateral Account of a Commodity Contract Counterparty and Collateral is held with such depository, bank or other financial institution as arranged by the Securities Intermediary: (i) the Issuer may not be able to recover all sums due to it and may not therefore have sufficient amounts to fund the Issuer's payment obligations to Security Holders; and/or (ii) it may take longer to realise the Collateral and a Security Holder may therefore experience delays in receiving amounts due to them.

If the amounts received by the Issuer upon the realisation of Collateral (whether realised from the Securities Intermediary or any such depositories, banks or other financial institutions instructed by the Securities Intermediary) are not sufficient fully to cover the Issuer's payment obligations to Security Holders then a Security Holder may incur a loss which may be significant.

Enforcement by the Trustee

If the Trustee enforces its security, and takes control of a Collateral Account, the factors referred to in "*Realisation of Collateral*" above will also apply. In addition, the Trustee is dependent upon the Issuer to make or cause to be made and publish its calculations of the Price of the Short and Leveraged Commodity Securities and consequently of any Redemption Amount. If the Issuer is insolvent, or for other reasons, the Issuer may not make and publish such calculations. In such circumstances, there can be no assurance that the Trustee will be able to perform such calculations, or to find a third party able and willing to perform such calculations for it. The Prices of all classes of Short and Leveraged Commodity Securities are determined in accordance with a formula and (save in respect of certain specific elements or in the case of market disruptions) there is no provision for a calculation agent to make a conclusive determination of the Price. There can therefore also be no assurance that any Price or Redemption Amount which is calculated by or on behalf of the Issuer or the Trustee will accord with that calculated by a Commodity Contract Counterparty, or (in the event of a Compulsory Redemption) that the day upon which the Price payable by the Commodity Contract Counterparty to the Issuer is calculated under the relevant Facility Agreement will be the same as the day on which the Price or Redemption Amount payable on the Short and Leveraged Commodity Securities will be calculated (so that there may be a mismatch). Accordingly, following a Counterparty Event of Default there may be delays in obtaining a Price for certain classes of Short and Leveraged Commodity Securities which could result in a Security Holder being unable to redeem their securities. There may also be inaccuracies in the Price calculation which could result in losses to Security Holders.

EU Bank Recovery and Resolution Directive

Pursuant to the EU Bank Recovery and Resolution Directive (2014/59/EU) ("**BRRD**") EU member states were required to introduce a recovery and resolution framework for banks and significant investment firms ("**institutions**") giving national competent and resolution authorities powers of intervention where such an institution is deemed to be failing or likely to fail.

Among other things the BRRD provides for the introduction of a "bail-in tool" under which resolution authorities may write down claims of the institution's shareholders and creditors and/or convert such claims into equity. Exceptions to this include secured liabilities, client assets and client money. If following a bail-in it is determined, based on a post-resolution valuation, that shareholders or creditors whose claims have been written down or converted into equity have incurred greater losses than they would have done had the institution had been wound up under normal insolvency proceedings, the BRRD provides that they are entitled to payment of the difference.

Other powers of intervention include the power to close out open derivatives positions, temporarily suspend payment or delivery obligations, restrict or stay the enforcement of security interests and suspend termination rights.

Under BRRD policy, financial public support of an institution should only be used as a last resort after all other measures (including bail-in) have been assessed and exploited to the fullest extent possible.

As MLI and CGML are both UK financial institutions, they are subject to BRRD. BRRD applies automatically in the case of agreements governed by any European Economic Area law (such as the Facility Agreements and the Commodity Contracts) and institutions are required by BRRD to ensure that agreements governed by other laws include a term under which the creditor of the institution covered by BRRD recognises the liability may be subject to the exercise of write-down and conversion powers. As the MLI Security Agreement, the MLI Control Agreement, the CGML Security Agreement and the CGML Control Agreement are each governed by New York law, they include (or separately incorporate) such acknowledgments.

The implementation of a resolution process in relation to an institution which is a counterparty to or obligor of the Issuer could result in a bail-in being exercised in respect of any unsecured claims the Issuer has against that institution. As a result, the amount outstanding under such claims could be reduced to zero or converted into ordinary shares or other instruments of ownership in the institution or the terms of such claims could be varied.

The application of BRRD to an institution could also result in derivatives positions (including Commodity Contracts) held by the Issuer with the institution being closed out or terminated, and delays in the ability of the Issuer to enforce its rights in respect of collateral or otherwise against the institution concerned. Any payment of compensation due to the Issuer as a result of the Issuer being worse off as a result of a bail-in is likely to be delayed until after the completion of the resolution process and may prove to be less than anticipated or expected or may be the subject of dispute.

Although the UK is no longer a member of the EU, BRRD continues to apply in the UK as retained EU law pursuant to the terms of the European Union (Withdrawal) Act 2018.

U.S. Stay Resolution Provisions

Regulations ("**U.S. SRR Provisions**") have been adopted by U.S. prudential regulators in respect of certain entities that are part of a banking organisation designated as a global-systemically important banking organisation The U.S. SRR Provisions apply directly to banking entities (collectively "**Covered Entities**") that are (1) deemed to be global systemically important U.S. banking organisations ("**U.S. GSIBs**") or that meet an asset size threshold, (2) certain subsidiaries of a U.S. GSIB and (3) certain U.S. operations of systemically important non-U.S. banking organisations. The U.S. SRR Provisions seek to reduce the potential that the resolution of a Covered Entity will be disorderly and lead to disruptive asset sales and liquidations which prudential regulators are concerned could spark a broad financial crisis.

The effect of the U.S. SRR Provisions is to eliminate certain contractual rights in certain financial contracts ("**qualified financial contracts**"), such as agreements relating to swaps, currency forwards and other derivatives as well as repurchase agreements and securities lending agreements, such that the counterparties to these contracts (a) are subject to a stay for a specified time period during which they will be prevented from closing out a qualified financial contract if the Covered Entity is subject to resolution proceedings and (b) are prohibited from exercising default rights due to a receivership or similar proceeding of an affiliate of the Covered Entity. In some instances the U.S. prudential regulator administering the resolution could transfer the qualified financial contracts to another financial institution that is not in an insolvency proceeding.

The Issuer believes that each of the Counterparties and its Guarantor is a Covered Entity and that the Commodity Contracts and Guarantees to which it is a party are qualified financial contracts to which the U.S. SRR Provisions apply.

The U.S. SRR Provisions apply directly to qualified financial contracts that are governed by U.S. law and to U.S. persons, but they also require Covered Entities to include in all qualified financial contracts that are not governed by U.S. law (or the law of a State of the U.S.A.) contractual provisions reflecting the requirements of the U.S. SRR Provisions that delay or restrict the rights of counterparties, such as the Issuer, to exercise certain close-out, cross-default and similar rights under certain conditions.

The U.S. SRR Provisions came into force on various dates that commenced in January 2019 and were

due to be complied with by 1 July 2019.

The Facility Agreements are governed by English law and accordingly each of the Counterparties was required to amend its Facility Agreement with the Issuer to include such provisions, failing which it may have been unable to continue to create Commodity Contracts. The U.S. SRR Provisions enable compliance either by bilateral agreement or by adherence to a standard ISDA protocol. The Issuer adhered to the ISDA® 2018 US Resolution Stay Protocol with effect from 28 June 2019.

Implementation of these requirements may increase credit, close-out and other risks in respect of the Short and Leveraged Commodity Securities. As no resolution of a Covered Entity has taken place with the U.S. SRR Provisions in effect, it is unclear how they will operate in practice. There is however a risk that, in the event of a default of a Commodity Contract Counterparty and where the powers or required contractual provisions under the U.S. SRR Provisions are exercised, Security Holders may incur losses because during this period, for example because:

(a) Security Holders may be unable to Redeem their Short and Leveraged Commodity Securities and so would not be able to realise their investment at a time and value of their choosing;

(b) the Issuer may be prevented from giving notice to the relevant Commodity Contract Counterparty of a Compulsory Pricing Date under the relevant Facility Agreement which, if all Short and Leveraged Commodity Securities of a particular class are to be Redeemed, could prevent the Issuer from redeeming such Short and Leveraged Commodity Securities, which could delay a Security Holder realising their investment; and

(c) the assets in any Pool may be reduced, so that Security Holders (for the corresponding class) would receive less than the Price of their Short and Leveraged Commodity Securities on a subsequent Redemption or Compulsory Redemption.

Commodity Contract Counterparty Withholding

In certain circumstances where a Commodity Contract Counterparty considers that an amount payable by it in respect of the termination of a Commodity Contract is, may be or may be about to be required by any applicable law of the United States to be paid subject to any withholding or deduction for, or on account of, any present or future taxes (which expression is widely defined for this purpose on the Facility Agreements), then it may give 30 days' notice to the Issuer under the Facility Agreement and until the expiry of such notice it will be obliged to "gross-up" the amounts so payable by it subject (in the case where the beneficial holder of the relevant Short or Leveraged Commodity Securities being redeemed is not an Authorised Participant) to provision to the Commodity Contract Counterparty of certain beneficial owner certifications to allow the Commodity Contract Counterparty (if possible) to pay the relevant amount without any such deduction or withholding, or with such deduction or withholding at a reduced rate. Payment on redemption to persons who are not Authorised Participants may in these circumstances be subject to their giving to the Issuer and the Commodity Contract Counterparty such beneficial owner certifications.

Following the expiry of the 30 days' notice, the Commodity Contract Counterparty will not be obliged to "gross-up" any amounts payable by it and if the Issuer makes payment on Redemption only of the net amount so paid, that shall not be a regarded as a default by the Issuer. In such circumstances therefore Security Holders would receive less monies on redemption than they would otherwise be expecting and to that extent may suffer loss as a result.

No Recourse Except to the Issuer and the Secured Property

Short and Leveraged Commodity Securities will be obligations solely of the Issuer. The ability of the Issuer to pay on redemption of Short and Leveraged Commodity Securities is wholly dependent on it receiving payment from the relevant Commodity Contract Counterparty. The Short and Leveraged Commodity Securities will not be obligations or responsibilities of, or guaranteed by, the Trustee, the Registrar, Bloomberg, UBS Securities or any other member of the UBS Group, MLI or any other member of the BAC Group, CGML or any other member of the Citigroup Group, any direct or indirect shareholder of the Issuer or any of the Authorised Participants and no Security Holder has any direct rights of enforcement against such persons. The Issuer is a special purpose company established for the purpose of issuing exchange traded commodities ("**ETCs**") as asset-backed securities.

If the net proceeds of realisation of the Secured Property in respect of a particular Pool, following enforcement of the Security Deed applicable to that Pool, are less than the aggregate amount payable in such circumstances by the Issuer in respect of Short or Leveraged Commodity Securities of that class,

the obligations of the Issuer in respect of such Short or Leveraged Commodity Securities will be limited to the net proceeds of realisation of that Secured Property. In such circumstances the assets (if any) of the Issuer other than those attributable to the relevant Pool will not be available for payment of such shortfall, the rights of the relevant Security Holders to receive any further amounts in respect of such obligations shall be extinguished and none of the Security Holders or the Trustee may take any further action to recover such amounts. In these circumstances, the Security Holder would suffer a loss.

Any claims made against the Issuer will be satisfied in order of the priority of payments in accordance with the Trust Instrument, further details of which are set out in Condition 16 (*Application of Moneys*) in Part 7 (*Trust Instrument and Short and Leveraged Commodity Securities*). Following the priority of payments, the security may be insufficient and the Issuer may not be able to return the full Redemption Amount to investors who may suffer a loss as a result.

Limited Enforcement Rights

The Trustee may enforce the Security at its discretion but is only required to enforce the Security on behalf of a Security Holder if it is directed to do so:

(a) by a Security Holder to whom the Issuer has failed to comply with certain payment obligations in respect of the Redemption of any Short or Leveraged Commodity Securities (subject to certain remedies and/or exclusions) is owed; or

(b) if (a) the Commodity Contract Counterparty is subject to an "Event of Default" under the relevant ISDA Master Agreement to which it is a party, or (b) the Issuer is subject to an insolvency event, (i) in writing by Security Holders holding not less than 25 per cent. by Principal Amount (as at the date of the last signature) of the Short and Leveraged Commodity Securities (as a whole) then outstanding, or (ii) by an Extraordinary Resolution,

in each case provided that the Trustee is indemnified and/or secured to its satisfaction. In circumstances where the Trustee is not obliged to enforce the Security, a Security Holder will have no right to proceed directly against the Issuer and may therefore not be able to realise the value of their investment.

Recognition of Security in other Jurisdictions

The laws of certain jurisdictions may affect some or all of the assets comprising the Secured Property in relation to any Pool. In the event that the laws of a jurisdiction do not recognise the security granted by the Security Deed, such security may not be effective in relation to assets deemed located in that jurisdiction and/or such assets may be subject to claims which would otherwise rank after claims secured by the Security Deed.

The Issuer has taken the following steps to perfect the security granted under the Security Deed relating to the Security Agreements: (a) the Issuer has notified the Securities Intermediary of the security so granted in writing and the Securities Intermediary has in writing acknowledged to the Issuer and the Trustee such notification; and (b) the Issuer's grant of the security interest is expressly acknowledged in the Control Agreements with provision made under the Control Agreements for the Securities Intermediary to act on the instructions of the Trustee enforcing the security.

The Issuer may take further steps if required in order to perfect such security under English law. However the security so granted may not be recognised or perfected under the laws of other jurisdictions in which some or all of the assets comprising the Secured Property in relation to any Pool may be deemed to be located.

EU Benchmarks Regulation

If MLI as Calculation Agent notifies the Issuer that it considers that, as a result of the application in the United Kingdom of the EU Benchmarks Regulation, any calculation, determination or provision by the Calculation Agent of a substitute index value under the MLI Facility Agreement or Calculation Agency Agreement in respect of any class of Commodity Contracts would be unduly burdensome, it may give a notice to that effect (which notification may be withdrawn by the Calculation Agent by notice to the Issuer should it subsequently determine that such calculation, determination or provision is not unduly burdensome), in which event:

- the Issuer may suspend the redemption by Settlement Pricing (but not by Agreed Pricing) of that class for up to 90 days;
- the Issuer will be required within 10 Business Days of receipt of such notice to give notice under

the Conditions suspending the right to Redeem Commodity Securities of the relevant class by Settlement Pricing;

- if such suspension has been in effect for at least 30 days, the Issuer may redeem compulsorily the Commodity Securities of the relevant class on not less than two Business Days' notice; and
- the Calculation Agent will be required to use commercially reasonable efforts to appoint a substitute index provider approved by the Issuer and any other Commodity Contract Counterparty, such approval not unreasonably to be withheld or delayed, within 60 calendar days (or such shorter or longer period as may be agreed) of such notification to the Issuer.

If the Calculation Agent is unable to appoint such a substitute index provider, and the Issuer has not within 75 days of such notification to the Issuer itself either appointed a substitute index provider or appointed a replacement Calculation Agent, then either the Commodity Contract Counterparty or the Issuer may elect by giving notice of a Compulsory Cancellation Date that the relevant Commodity Contracts be cancelled on not less than two Business Days' notice (in which event the applicable Commodity Securities will be redeemed).

In these circumstances, the Security Holder may suffer a loss if the cash value of the Commodity Securities is lower than it would otherwise have been if the investment had been redeemed on a day chosen by the Security Holder, rather than on the date of the early redemption. Early redemption could also lead to a Security Holder incurring a tax charge that it would otherwise not be subject to. In addition, if the early redemption takes place at a time when the cash value of the Commodity Securities redeemed is lower than when they were purchased by the Security Holder, the Security Holder could suffer a loss.

Changes in Regulation

The combination of the nature of the Issuer's activities, the markets to which it is exposed, the institutions with which it does business and the securities which it issues makes it particular exposed to national, international and supranational regulatory action and taxation changes.

The scope and requirements of regulation and taxation applicable to the Issuer and the Commodity Contract Counterparties continues to change and evolve and there is a risk that as a result it may prove more difficult or impossible, or more expensive, for the Issuer or the Commodity Contract Counterparties to continue to carry on their functions in the manner currently contemplated, including a risk that future regulation of the commodity futures market may result in increased hedging costs for the Commodity Contract Counterparties or limits on the extent of their permitted hedging activities. This may require that changes are made in the future to the agreements applicable to the Programme and may result in changes to the commercial terms of the Short and Leveraged Commodity Securities (such as reductions in the Creation Limits and the Redemption Limits and/or increase in the amounts required by the Commodity Contract Counterparties to cover their hedging costs, which would result in a reduction in the Capital Adjustment and hence a reduction in the Price) and/or the inability to apply for and Redeem Short and Leveraged Commodity Securities and/or Compulsory Redemption of some or all of the Short and Leveraged Commodity Securities and/or disruption to the pricing thereof.

'Brexit'

Pursuant to the European Referendum Act 2015 of the UK, a referendum on the United Kingdom's membership of the European Union (EU) was held on 23 June 2016 with the majority voting to leave the EU. On 29 March 2017, the UK Government gave notice under Article 50 of the Treaty of the European Union of the UK's intention to leave the EU. On 31 January 2020, the UK ceased to be a Member State of the EU. This cessation is subject to a withdrawal agreement between the UK and the remaining EU Member States which provides for a transition period lasting until December 2020 during which EU law continues to apply to the UK as if it remained a Member State.

Whilst the medium to long-term consequences of the UK's departure from the EU remain uncertain, there could be short-term volatility which could have a negative impact on general economic conditions in the UK and business and consumer confidence in the UK, which may in turn have a negative impact elsewhere in the EU and more widely. The longer-term consequences may be affected by the terms of any future arrangements the UK has with the remaining Member States of the EU. Among other things, the UK's departure from EU could lead to instability in the foreign exchange markets, including volatility in the value of the pound sterling or the euro.

Deteriorating business, consumer or investor confidence could lead to (i) reduced levels of business activity; (ii) higher levels of default rates and impairment; and (iii) mark to market losses in trading portfolios resulting from changes in credit ratings, share prices and solvency of counterparties.

No assurance can be given that such matters would not adversely affect the market value and/or the liquidity of the Short and Leveraged Commodity Securities in the secondary market and/or the ability of the Issuer to satisfy its obligations under the Short and Leveraged Commodity Securities.

The transition period ended with arrangements in place between the UK and the Member States of the EU. The legal and regulatory environment applicable to the Programme is dependent on the terms of such arrangement. As at the date of this Prospectus, the potential effect on the legal and regulatory environment applicable to the Programme and to investors is unclear and may have adverse and/or unforeseeable consequences.

FREQUENTLY ASKED QUESTIONS

This section is intended to answer some of the questions which a prospective investor may have when considering an investment in Short and Leveraged Commodity Securities. It is not intended to be a summary of or a complete description of the information contained in this Prospectus and an investment in Short and Leveraged Commodity Securities should only be made after careful consideration of this Prospectus.

Capitalised terms shall have the meanings given to them in the section entitled "Definitions and Interpretation".

What are Short and Leveraged Commodity Securities?

Short and Leveraged Commodity Securities are secured, undated limited recourse debt securities issued by WisdomTree Commodity Securities Limited, a Jersey special purpose company established for the purpose of issuing asset backed securities, the Short and Leveraged Commodity Securities and the Classic and Longer Dated Securities. The Short and Leveraged Commodity Securities have been designed to enable investors to gain a short exposure of one times short (–1x) or three times short (–3x) or a leveraged exposure of two times leveraged (2x) or three times leveraged (3x) to the daily changes in indices which track movements in the price of individual commodity futures contracts or baskets of commodity futures contracts, and to enable investors to buy and sell that interest through the trading of a security on a stock exchange.

What are the Bloomberg Commodity Indices?

The Bloomberg Commodity Index and its sub-indices are indices which track movements in the price of individual commodity futures contracts or baskets of commodity futures contracts. They are calculated by Bloomberg in conjunction with UBS Securities and published by Bloomberg and known as the Bloomberg Commodity Index family.

How do Short and Leveraged Commodity Securities give a short or leveraged exposure to Commodity Indices?

The Short Commodity Securities provide exposure which is negative and which changes (before fees and adjustments and in the absence of Market Disruption Events) inversely with changes in the level of a Commodity Index, such that if the level of the Commodity Index falls the effect will be a direct positive effect on the Price of a One Times Short Commodity Security (and *vice versa*) and a three times positive effect on the Price in the case of Three Times Short Individual Securities (and *vice versa*).

The Leveraged Commodity Securities provide exposure which is (before fees and adjustments and in the absence of Market Disruption Events and in the case of Three Times Commodity Securities and Second Month Securities, Restrike Events) two times leveraged in the case of Two Times Leveraged Commodity Securities, and three times leveraged in the case of Three Times Leveraged Individual Securities, and which in each case changes directly with changes in the level of a Commodity Index.

The index which the Short or Leveraged Commodity Security is tracking has moved by 'X'% over the past week but my Short or Leveraged Commodity Security has moved 'Y'%. Why doesn't the Short or Leveraged Commodity Security track the exact movement of the index?

The Short or Leveraged Commodity Security is designed to provide a short exposure of one times short (–1x) or three times short (–3x) or a leveraged exposure of two times leveraged (2x) or three times leveraged (3x) to the daily changes in indices which track movements in the price of individual commodity futures contracts or, in the case of One Times Short Index Securities and Two Times Leveraged Index Securities, baskets of commodity futures contracts. The return may not equal one times short, three times short, two times leveraged or three times leveraged exposure to the change in such indices over periods longer than one day. Please see Part 2 (*How does a Security Holder determine the value of their investment?*) for more information.

How does the Issuer back its short or leveraged exposure to Commodity Indices?

Each class of Short and Leveraged Commodity Security is backed by an equal number of Commodity Contracts of the same class entered into with a Commodity Contract Counterparty under the terms of a Facility Agreement. Under the Facility Agreement, the Issuer pays all of the issue proceeds of that class

of Short and Leveraged Commodity Security to the Commodity Contract Counterparty and in return the Commodity Contract Counterparty provides the Issuer with an equal number of Commodity Contracts of the same class. The Commodity Contracts of a particular class will provide the Issuer with exposure to the daily percentage change of the value of the relevant Commodity Index (less fees, expenses and other adjustments) for an amount equal to the issue proceeds of the related class of Short and Leveraged Commodity Securities. The Commodity Contract Counterparty is also required to post collateral with respect to the Commodity Contracts as described under "*What is the purpose of the collateral?*" below.

What is the Price?

The Price of a particular class of Short and Leveraged Commodity Securities is calculated in accordance with a set formula and examples of how it is calculated are set out in Part 2 (*How does a Security Holder determine the value of their investment?*). The Price reflects the daily percentage change in the value of the relevant Commodity Index and the applicable fees payable by a Security Holder in respect of that class of Short and Leveraged Commodity Securities.

When will the Price of a Short and Leveraged Commodity Security be published?

The Price for a particular Pricing Day will be published on the Issuer's website on the next Business Day at https://www.wisdomtree.eu/pricing.

What happens if a Restrike Event occurs?

In relation to the Three Times Leveraged Individual Securities and the Three Times Short Individual Securities, there is an additional mechanism in the pricing formula to re-set the level of the relevant Commodity Index if it falls by 25 per cent. or more (in the case of Three Times Leveraged Individual Securities) or has risen by 25 per cent. or more (in the case of Three Times Short Individual Securities) during the course of a day, known as a "Restrike Event".

If there is a Restrike Event, a new index value will be calculated for the relevant class, referred to as the "Restrike Index Value". A Security Holder will obtain a three times leveraged or three times short (as the case may be) exposure to the movement in the relevant Commodity Index (i) from the value at the previous closing settlement price to the Restrike Index Value; and then (ii) from the Restrike Index Value to that day's closing settlement price. If the period within which the Restrike Index Value can be determined (the "Restrike Index Value Determination Window") is set to end 15 minutes or less prior to the underlying commodity settlement time, the Restrike Index Value Determination Window will be extended to end at the underlying commodity settlement time and the value at (ii) above will be the Restrike Index Value rather than the closing settlement price.

In relation to any class of Second Month Securities, there is an additional mechanism in the pricing formula to re-set the level of the relevant Commodity Index if the relevant Commodity Index either (i) falls by 35 per cent. relative to the previous Restrike Index Value in the case of Second Month Securities which are Leveraged Individual Securities; or (ii) rises by 70 per cent. relative to the previous Restrike Index Value in the case of Second Month Securities which are Short Individual Securities.

If there is a Restrike Event in relation to any class of Second Month Securities, a new index value will be calculated for the relevant class, referred to as the "Restrike Index Value". A Security Holder will obtain a two times leveraged or one times short (as the case may be) exposure to the movement in the relevant Commodity Index (i) from the value at the previous closing settlement price to the Restrike Index Value; and then (ii) from the Restrike Index Value to that day's closing settlement price. If the period within which the Restrike Index Value can be determined (the "Restrike Index Value Determination Window") is set to end 30 minutes or less prior to the underlying commodity settlement time, the Restrike Index Value Determination Window will be extended to end at the underlying commodity settlement time and the value at (ii) above will be the Restrike Index Value rather than the closing settlement price.

What happens if more than one Restrike Event occurs on the same day?

In relation to the Three Times Leveraged Individual Commodity Securities and the Three Times Short Commodity Securities, more than one Restrike Event may occur on the same day. If more than one Restrike Index Value Determination Window has ended on the same day, a Security Holder will obtain a three times leveraged or three times short (as the case may be) exposure to the movement in the relevant Commodity Index (i) from the value at the previous closing settlement price to the first Restrike Index Value; (ii) from the Restrike Index Value relating to the first Restrike Event up to the Restrike Index Value of the subsequent Restrike Event; and then (iii) from the final Restrike Index Value to that day's closing

settlement price. If the last Restrike Index Value Determination Window is set to end 15 minutes or less prior to the underlying commodity settlement time, the Restrike Index Value Determination Window will be extended to end at the underlying commodity settlement time and the value at (iii) above will be the Restrike Index Value of the last Restrike Event rather than the closing settlement price.

In relation to any class of Second Month Securities, more than one Restrike Event may occur on the same day. If more than one Restrike Index Value Determination Window has ended on the same day, a Security Holder will obtain a two times leveraged or one times short (as the case may be) exposure to the movement in the relevant Commodity Index (i) from the value at the previous closing settlement price to the first Restrike Index Value; (ii) from the Restrike Index Value relating to the first Restrike Event up to the Restrike Index Value of the subsequent Restrike Event; and then (iii) from the final Restrike Index Value to that day's closing settlement price. If the last Restrike Index Value Determination Window is set to end 30 minutes or less prior to the underlying commodity settlement time, the Restrike Index Value Determination Window will be extended to end at the underlying commodity settlement time and the value at (iii) above will be the Restrike Index Value of the last Restrike Event rather than the closing settlement price.

What happens if a Restrike Event and a Market Disruption Event occur?

In relation to the Three Times Leveraged Individual Commodity Securities and the Three Times Short Commodity Securities, if a Restrike Index Value Determination Window is set to end 15 minutes or less prior to the underlying commodity settlement time, the Restrike Index Value will be used rather than the closing settlement price. If a Market Disruption Event or Hedging Disruption Event happens during the Restrike Index Value Determination Window, this period will be extended until the earlier of (a) a continuous 15 minute period having elapsed during which no Market Disruption Event or Hedging Disruption Event has occurred and (b) the end of exchange hours on the third full trading day after the Restrike Event occurred.

In relation to any class of Second Month Securities, if a Restrike Index Value Determination Window is set to end 30 minutes or less prior to the underlying commodity settlement time, the Restrike Index Value will be used rather than the closing settlement price. If a Market Disruption Event or Hedging Disruption Event happens during the Restrike Index Value Determination Window, this period will be extended until the earlier of (a) a continuous 30 minute period having elapsed during which no Market Disruption Event or Hedging Disruption Event has occurred and (b) the end of exchange hours on the third full trading day after the Restrike Event occurred.

What is a Commodity Contract Counterparty?

The Commodity Contract Counterparties are entities with which the Issuer has entered into a Facility Agreement, pursuant to which the Issuer will purchase Commodity Contracts from the relevant Commodity Contract Counterparty. As at the date of this Prospectus, MLI and CGML are the Commodity Contract Counterparties under the Programme.

What are the risks associated with holding a Short or Leveraged Commodity Security for periods greater than one day?

The Short Commodity Securities provide an exposure to minus one times (–1x) or minus three times (–3x) the daily percentage change in the relevant Commodity Index and the Leveraged Commodity Securities provide an exposure to two times (+2x) or three times (+3x) the daily percentage change in the relevant Commodity Index.

Over periods of greater than one day, the change in price of Short or Leveraged Commodity Securities may not match precisely minus one times (–1), minus three times (–3x), two times (+2x) or three times (+3x) the percentage change in the relevant Commodity Index over such longer period and it is possible that they "outperform" or "underperform" minus one times, minus three times, two times or three times, respectively, the percentage change in the relevant Commodity Index over such longer period.

Is an investment in a Commodity Index the same as investing in the underlying commodities?

An investment in a Commodity Index is not the same as investing directly in the underlying commodities. Importantly, an investment in a Commodity Index does not give any ownership interest, right or entitlement to any actual commodity or commodity futures contract. Any amounts payable on the Short and Leveraged Commodity Securities will be in cash, and the holders of the Short and Leveraged Commodity Securities will have no right to receive delivery of any commodity or commodity futures contract at any time.

Who makes calculations in respect of a Commodity Index?

The Bloomberg Commodity Index and its sub-indices are constructed and published pursuant to a joint arrangement between UBS Securities and Bloomberg. The Bloomberg Commodity Index[SM] and its sub-indices (including the Individual Commodity Indices, the Second Month Indices and the other Composite Commodity Indices) are published on Bloomberg's website at http://www.bloombergindexes.com/.

Index value and performance data on each Bloomberg Commodity Index via https://www.bloomberg.com/quote/[Index Ticker]:IND.

For example, information on the Bloomberg Brent Crude Oil SLIndex (BBG Ticker: BCOSLER) can be accessed via the following link: https://www.bloomberg.com/quote/BCOMTER:IND.

What is the purpose of the collateral?

The Issuer pays all of the issue proceeds for each class of Short and Leveraged Commodity Security to the Commodity Contract Counterparty in return for that Commodity Contract Counterparty entering into an equivalent number of Commodity Contracts of such class.

This means that the Issuer will have a credit exposure to the Commodity Contract Counterparty with respect to the amounts owed to the Issuer under the terms of the Commodity Contracts. To reduce this exposure the Commodity Contract Counterparty is required to post collateral to a collateral account held in the Commodity Contract Counterparty's name with The Bank of New York Mellon.

In the event that the Commodity Contract Counterparty defaults on its payment obligations under a Commodity Contract, then the Issuer will be entitled to take control over a Collateral Account and the collateral within it for the purposes of realising the collateral. The Issuer would then sell such collateral with the aim of satisfying the amounts owed to it by the Commodity Contract Counterparty under a Commodity Contract, although in the event that the proceeds from selling the collateral are less than the amounts owed by the Commodity Contract Counterparty then the Issuer may not in turn be able to pay the full amount owed to Security Holders.

What happens if the Commodity Contract Counterparty defaults?

If the Commodity Contract Counterparty defaults then the Issuer would be expected to cease to enter into Commodity Contracts with the Commodity Contract Counterparty. A Counterparty Event of Default would include circumstances where the Commodity Contract Counterparty has failed to pay amounts due in respect of a Commodity Contract Termination and has failed to rectify such failure to pay within a certain time limit. Upon default the Issuer may also look to close out the existing Commodity Contracts in place with the Commodity Contract Counterparty in receipt for the cash owed to it under such Commodity Contracts.

When can a Commodity Contract Counterparty elect to terminate Commodity Contracts?

The Commodity Contract Counterparty may, on giving not less than three months' prior written notice to the Issuer, elect to compulsorily redeem all classes of Commodity Contracts or, in the event that the Issuer has defaulted on certain of its obligations to the Commodity Contract Counterparty under the Facility Agreement, the Commodity Contract Counterparty may compulsorily redeem all classes of Commodity Contracts on not less than two Business Days' notice.

The Commodity Contract Counterparty also has the right to terminate some or all of the Commodity Contracts of a particular class if for any reason it is unable to maintain the hedging positions which (acting reasonably) it attributes to the hedging of its obligations in connection with the Facility Agreement or Commodity Contracts of one or more classes. In such a case, the Issuer has, and will exercise, the right to redeem some or all of the Short and Leveraged Commodity Securities of that class.

Other termination rights in favour of the Commodity Contract Counterparties include on the occurrence of a material adverse change (which itself includes a change in tax law).

The Facility Agreements each have a term of ten years from 24 October 2017 and in the event that such term expires and the parties do not agree to an extension then all classes of Commodity Contracts will also be compulsorily redeemed following such expiry.

What happens if a Market Disruption Event occurs?

If the level of a Commodity Index is not published due to a Market Disruption Event then the Calculation Agent will use a special value of the relevant Commodity Index calculated using the most recently reported prices for the relevant futures contracts, if any, that are not subject to a Market Disruption Event and using a fair market value determined in accordance with the principles set out in the Facility Agreements described in Condition 14.3 of the Conditions in Part 7 (*Trust Instrument and Short and Leveraged Commodity Securities*) for the relevant commodity futures that are subject to a Market Disruption Event.

For these purposes, a Market Disruption Event may occur with respect to a Commodity Index where, for example, certain events occur which disrupt trading in the commodities that are comprised within the underlying commodity index or where an exchange on which those commodities trade closes early or fails to open for trading during its regular trading session.

Where calculations and determinations are made in relation to Commodity Contracts, the same calculations and determinations will be made in respect of the corresponding Short and Leveraged Commodity Securities.

Who is the Calculation Agent?

MLI is acting as the Calculation Agent with respect to the Commodity Contracts under the Facility Agreement. It is not a calculation agent for the Short and Leveraged Commodity Securities or for the Programme. The role of MLI as Calculation Agent is limited to the making of calculations and determinations in accordance with the terms of the Facility Agreements in respect of the Commodity Contracts thereunder.

What is the Capital Adjustment?

The Capital Adjustment forms part of the pricing formula for the Short and Leveraged Commodity Securities and will result in certain adjustments to the Price of a Short and Leveraged Commodity Security (the Capital Adjustment is described in greater detail under the heading "The Capital Adjustment element of the formula" in Part 2 (*How does a Security Holder determine the value of their investment?*).

What is an Authorised Participant?

Authorised Participants are financial institutions that meet certain eligibility requirements and who have entered into an Authorised Participant Agreement with the Issuer. Only Authorised Participants are allowed to buy and (in most cases) sell Short and Leveraged Commodity Securities directly with the Issuer. Authorised Participants may, but do not have to, act as market makers for the Short and Leveraged Commodity Securities by buying and selling Short and Leveraged Commodity Securities to and from investors either on exchange or in over the counter transactions.

Who is the Trustee and what does it do?

The Trustee is The Law Debenture Trust Corporation p.l.c. and is an independent entity whose role is to act as trustee on behalf of Security Holders in accordance with the Trust Instrument and the Security Deeds and the Trustee holds its rights on behalf of Security Holders (and itself).

What is the cash value of a Short and Leveraged Commodity Security?

Each Short and Leveraged Commodity Security has a Price (which is an amount in US Dollars) which reflects the value of the corresponding Commodity Contracts and which also reduces each day to reflect the accrual of the fees payable in respect of that Short and Leveraged Commodity Security. All Security Holders will generally buy and sell their Short and Leveraged Commodity Securities on a stock exchange in return for cash. The cash value at which the Short and Leveraged Commodity Securities will trade on exchange is expected to be close to the value of such Price.

Further information and examples of how the Price is calculated are set out in Part 2 (*How does a Security Holder determine the value of their investment?*).

How do I buy and sell Short and Leveraged Commodity Securities?

Generally only Authorised Participants may create and redeem Short and Leveraged Commodity Securities directly with the Issuer at the Price on the relevant date. Once an Authorised Participant creates Short and Leveraged Commodity Securities with the Issuer it can then (i) choose to hold the Short and Leveraged Commodity Securities itself; (ii) sell those securities on one of the stock exchanges on which

the Short and Leveraged Commodity Securities are admitted to trading; (iii) sell those Short and Leveraged Commodity Securities in private off exchange transaction (OTC); or (iv) redeem the Short and Leveraged Commodity Securities directly with the Issuer.

Investors other than Authorised Participants can buy and sell Short and Leveraged Commodity Securities on any of the stock exchanges on which they are admitted to trading or in private transactions (OTC) in the same way as they buy and sell other listed securities.

Transactions in Short and Leveraged Commodity Securities other than those directly with the Issuer can be done at any point during the Trading Day. Such purchases of Short and Leveraged Commodity Securities will generally be done at a "bid price" and any sales of Short and Leveraged Commodity Securities intraday will generally be done at an "offer price". The bid and offer prices of Short and Leveraged Commodity Security are expected to be close to the cash value of the Price of the relevant class of Short and Leveraged Commodity Security on a particular day, however, they will not match exactly the Price because bid and offer prices also take account of other market conditions such as market liquidity (supply and demand) at the time that the investor is looking to buy or sell their Short and Leveraged Commodity Securities.

Can I lose all of my initial investment?

Yes, an investor may lose some or all of their initial investment. An investor can also lose part of their investment if the Commodity Contract Counterparty defaults – see section entitled "*What happens if the Commodity Contract Counterparty defaults*" above.

Can I lose more than my initial investment?

An investor who buys and hold their Short and Leveraged Commodity Securities cannot lose more than their initial investment.

What is the minimum investment?

One Short or Leveraged Commodity Security.

What are the costs of holding the product?

Investors are charged (within the Price) a Management Fee, an amount reflecting amounts owing to or owed by the Commodity Contract Counterparty to reflect the benefit or cost to the Commodity Contract Counterparty of selling Commodity Contracts to the Issuer and a licence allowance in respect of the Short and Leveraged Commodity Securities.

Where an Authorised Participant subscribes for Short and Leveraged Commodity Securities, the Issuer may charge an Application Fee which will be payable in addition to the Price and, likewise, the Issuer may deduct an amount equal to the Redemption Fee from the amount payable on a redemption of Short and Leveraged Commodity Securities.

Further information is set out in Part 4 (*Description of Short and Leveraged Commodity Securities*). Investors who buy and sell Short and Leveraged Commodity Securities on exchange or in transactions other than with the Issuer may also be charged additional costs in respect of those transactions.

Who is the "holder" of the Short and Leveraged Commodity Securities?

If the Short and Leveraged Commodity Securities are held through a clearing system (which will usually be the case), the legal "holder" will either be the entity nominated by the clearing system as the depositary for the Short and Leveraged Commodity Securities or the person entered in the register as the Security Holder. As an investor, your rights in relation to the Short and Leveraged Commodity Securities will be governed by the contract you have with your broker, custodian or other entity through which you hold your interest in the Short and Leveraged Commodity Securities and the contracts they have with the clearing system and any intermediaries in between. Accordingly, where this Prospectus describes a right as being owed to, or exercisable by, a Security Holder then your ability to benefit from or exercise such right will be dependent on the terms of the contracts in such chain.

Can Undertakings for Collective Investment in Transferable Securities ("UCITS") invest in the Short and Leveraged Commodity Securities?

The Short and Leveraged Commodity Securities have not been specifically designed for investment by

UCITS.

Prospective investors which are UCITS, i.e. which comprise a scheme which is an undertaking for collective investment in transferable securities subject to the Council Directive of 20 December 1985 on the coordination of laws, regulations and administrative provisions relating to Undertakings for Collective Investment in Transferable Securities (No 85/611/EEC) (the "**UCITS Directive**"), as amended, need to satisfy themselves that an investment in the Short and Leveraged Commodity Securities would comply with any regulations and/or guidelines applicable to them pursuant to the UCITS Directive and any laws, regulations or guidelines of their jurisdiction of incorporation and would be in line with their individual investment objectives. Failure to comply with such restrictions may cause a UCITS, which is a Security Holder to be in breach of its compliance obligations under the UCITS Directive, laws of its jurisdiction of incorporation or investment objectives and policies, and therefore to be exposed to regulatory sanctions under its national regime.

CLASSES OF SHORT AND LEVERAGED COMMODITY SECURITIES

One Times Short Individual Securities and One Times Short Index Securities

Details of the daily exposure to the underlying Commodity Index (before fees and adjustments and subject to the impact of Market Disruption Events and, in the cases of Three Times Commodity Securities and Second Month Securities, Restrike Events) and LSE Code for each class of One Times Short Individual Security and One Times Short Index Security available for issue are set out below:

One Times Short Individual Security	**Daily Exposure to Individual Commodity Index** -1 x daily percentage change in the following Bloomberg Commodity Index Sub-Index:	**LSE Code**
WisdomTree Aluminium 1x Daily Short	The Bloomberg Aluminium Sub-Index^{SM}	SALU
WisdomTree Cocoa 1x Daily Short	The Bloomberg Cocoa Sub-Index^{SM}	SCOC
WisdomTree Coffee 1x Daily Short	The Bloomberg Coffee Sub-Index^{SM}	SCFE
WisdomTree Copper 1x Daily Short	The Bloomberg Copper Sub-Index^{SM}	SCOP
WisdomTree Corn 1x Daily Short	The Bloomberg Corn Sub-Index^{SM}	SCOR
WisdomTree Cotton 1x Daily Short	The Bloomberg Cotton Sub-Index^{SM}	SCTO
WisdomTree WTI Crude Oil 1x Daily Short	The Bloomberg WTI Crude Oil SL Index^{SM1}	SOIL
WisdomTree Gasoline 1x Daily Short	The Bloomberg Unleaded Gasoline Sub-Index^{SM}	SGAS
WisdomTree Gold 1x Daily Short	The Bloomberg Gold Sub-Index^{SM}	SBUL
WisdomTree Heating Oil 1x Daily Short	The Bloomberg Heating Oil Sub-Index^{SM}	SHEA
WisdomTree Lead 1x Daily Short	The Bloomberg Lead Sub-Index^{SM}	SLEA
WisdomTree Lean Hogs 1x Daily Short	The Bloomberg Lean Hogs Sub-Index^{SM}	SLHO
WisdomTree Live Cattle 1x Daily Short	The Bloomberg Live Cattle Sub-Index^{SM}	SLCT
WisdomTree Natural Gas 1x Daily Short	The Bloomberg Natural Gas SL Index^{SM2}	SNGA
WisdomTree Nickel 1x Daily Short	The Bloomberg Nickel Sub-Index^{SM}	SNIK
WisdomTree Platinum 1x Daily Short	The Bloomberg Platinum Sub-Index^{SM}	SPLA
WisdomTree Silver 1x Daily Short	The Bloomberg Silver Sub-Index^{SM}	SSIL
WisdomTree Soybean Oil 1x Daily Short	The Bloomberg Soybean Oil Sub-Index^{SM}	SSYO
WisdomTree Soybeans 1x Daily Short	The Bloomberg Soybeans Sub-Index^{SM}	SSOB
WisdomTree Sugar 1x Daily Short	The Bloomberg Sugar Sub-Index^{SM}	SSUG
WisdomTree Tin 1x Daily Short	The Bloomberg Tin Sub-Index^{SM}	STIM
WisdomTree Wheat 1x Daily Short	The Bloomberg Wheat Sub-Index^{SM}	SWEA
WisdomTree Zinc 1x Daily Short	The Bloomberg Zinc Sub-Index^{SM}	SZIC
WisdomTree Brent Crude Oil 1x Daily Short	The Bloomberg Brent Crude SL Index^{SM3}	SBRT
WisdomTree Gas Oil 1x Daily Short	The Bloomberg Gas Oil Sub-Index^{SM}	SGSO

One Times Short Index Security	**Daily Exposure to Composite Commodity Index** -1 x daily percentage change in the following Bloomberg Commodity Index or Sub-Index:	**LSE Code**
WisdomTree Broad Commodities 1x Daily Short	The Bloomberg Commodity Index^{SM}	SALL
WisdomTree Energy 1x Daily Short	The Bloomberg Energy Sub-Index^{SM}	SNRG
WisdomTree Petroleum 1x Daily Short	The Bloomberg Petroleum Sub-Index^{SM}	SPET
WisdomTree Broad Commodities Ex-Energy 1x Daily Short	The Bloomberg Ex-Energy Sub-Index^{SM}	SNEY
WisdomTree Precious Metals 1x Daily Short)	The Bloomberg Precious Metals Sub-Index^{SM}	SPMT
WisdomTree Industrial Metals 1x Daily Short	The Bloomberg Industrial Metals Sub-Index^{SM}	SIME
WisdomTree Agriculture 1x Daily Short	The Bloomberg Agriculture Sub-Index^{SM}	SAGR
WisdomTree Softs 1x Daily Short	The Bloomberg Softs Sub-Index^{SM}	SSFT
WisdomTree Livestock 1x Daily Short	The Bloomberg Livestock Sub-Index^{SM}	SLST
WisdomTree Grains 1x Daily Short	The Bloomberg Grains Sub-Index^{SM}	SGRA

Three Times Short Individual Securities

Details of the daily exposure to the underlying Commodity Index (before fees and adjustments and subject to the impact of Market Disruption Events and Restrike Days) and LSE Code for each class of Three Times Short Individual Security are set out below:

Three Times Short Individual Security	**Daily Exposure to Individual Commodity Index** –3 x daily percentage change in the following Bloomberg Commodity Index Sub-Index:	**LSE Code**
WisdomTree Aluminium 3x Daily)	The Bloomberg Aluminum Sub-Index^{SM}	3SAL
WisdomTree Brent Crude Oil 3x Daily	The Bloomberg Brent Crude Sub-Index^{SM}	3SBC
WisdomTree Cocoa 3x Daily	The Bloomberg Cocoa Sub-Index^{SM}	3SCC
WisdomTree Coffee 3x Daily	The Bloomberg Coffee Sub-Index^{SM}	3CFS
WisdomTree Copper 3x Daily	The Bloomberg Copper Sub-Index^{SM}	3CUS
WisdomTree Corn 3x Daily	The Bloomberg Corn Sub-Index^{SM}	3SCO
WisdomTree Cotton 3x Daily	The Bloomberg Cotton Sub-Index^{SM}	3SCT
WisdomTree Gasoline 3x Daily	The Bloomberg Unleaded Gasoline Sub-Index^{SM}	3SGS
WisdomTree Gas Oil 3x Daily	The Bloomberg Gas Oil Sub-Index^{SM}	GO3S
WisdomTree Gold 3x Daily	The Bloomberg Gold Sub-Index^{SM}	3AUS
WisdomTree Heating Oil 3x Daily	The Bloomberg Heating Oil Sub-Index^{SM}	3SHO
WisdomTree Lead 3x Daily	The Bloomberg Lead Sub-Index^{SM}	3SPB
WisdomTree Lean Hogs 3x Daily	The Bloomberg Lean Hogs Sub-Index^{SM}	3SLH
WisdomTree Live Cattle 3x Daily	The Bloomberg Live Cattle Sub-Index^{SM}	3SLC
WisdomTree Natural Gas 3x Daily	The Bloomberg Natural Gas Sub-Index^{SM}	NG3S
WisdomTree Nickel 3x Daily	The Bloomberg Nickel Sub-Index^{SM}	3NIS
WisdomTree Platinum 3x Daily	The Bloomberg Platinum Sub-Index^{SM}	3SPT
WisdomTree Silver 3x Daily	The Bloomberg Silver Sub-Index^{SM}	SI3S
WisdomTree Soybean Oil 3x Daily	The Bloomberg Soybean Oil Sub-Index^{SM}	3SSO
WisdomTree Soybeans 3x Daily	The Bloomberg Soybeans Sub-Index^{SM}	3SSY
WisdomTree Sugar 3x Daily	The Bloomberg Sugar Sub-Index^{SM}	3SUS
WisdomTree Tin 3x Daily	The Bloomberg Tin Sub-Index^{SM}	3SSN
WisdomTree Wheat 3x Daily	The Bloomberg Wheat Sub-Index^{SM}	3WHS
WisdomTree WTI Crude Oil 3x Daily	The Bloomberg WTI Crude Oil Sub-Index^{SM}	3CRS
WisdomTree Zinc 3x Daily	The Bloomberg Zinc Sub-Index^{SM}	3SZN

Two Times Leveraged Individual Securities and Two Times Leveraged Index Securities

Details of the daily exposure to the underlying Commodity Index (before fees and adjustments and subject to the impact of Market Disruption Events and, in the cases of Three Times Commodity Securities and Second Month Securities, Restrike Events) and LSE Code for each class of Two Times Leveraged Individual Security and Two Times Leveraged Index Security available for issue are set out below:

Two Times Leveraged Individual Security	**Daily Exposure to Individual Commodity Index**	**LSE Code**
	+2 x daily percentage change in the following Bloomberg Commodity Index Sub-Index:	
WisdomTree Aluminium 2x Daily Leveraged	The Bloomberg Aluminum Sub-Index^{SM}	LALU
WisdomTree Cocoa 2x Daily Leveraged	The Bloomberg Cocoa Sub-Index^{SM}	LCOC
WisdomTree Coffee 2x Daily Leveraged	The Bloomberg Coffee Sub-Index^{SM}	LCFE
WisdomTree Copper 2x Daily Leveraged	The Bloomberg Copper Sub-Index^{SM}	LCOP
WisdomTree Corn 2x Daily Leveraged	The Bloomberg Corn Sub-Index^{SM}	LCOR
WisdomTree Cotton 2x Daily Leveraged	The Bloomberg Cotton Sub-Index^{SM}	LCTO
WisdomTree WTI Crude Oil 2x Daily Leveraged	The Bloomberg WTI Crude Oil SL Index^{SM} [4]	LOIL
WisdomTree Gasoline 2x Daily Leveraged	The Bloomberg Unleaded Gasoline Sub-Index^{SM}	LGAS
WisdomTree Gold 2x Daily Leveraged	The Bloomberg Gold Sub-Index^{SM}	LBUL
WisdomTree Heating Oil 2x Daily Leveraged	The Bloomberg Heating Oil Sub-Index^{SM}	LHEA
WisdomTree Lead 2x Daily Leveraged	The Bloomberg Lead Sub-Index^{SM}	LLEA
WisdomTree Lean Hogs 2x Daily Leveraged	The Bloomberg Lean Hogs Sub-Index^{SM}	LLHO
WisdomTree Live Cattle 2x Daily Leveraged	The Bloomberg Live Cattle Sub-Index^{SM}	LLCT
WisdomTree Natural Gas 2x Daily Leveraged	The Bloomberg Natural Gas SL Index^{SM}[5]	LNGA
WisdomTree Nickel 2x Daily Leveraged	The Bloomberg Nickel Sub-Index^{SM}	LNIK
WisdomTree Platinum 2x Daily Leveraged	The Bloomberg Platinum Sub-Index^{SM}	LPLA
WisdomTree Silver 2x Daily Leveraged	The Bloomberg Silver Sub-Index^{SM}	LSIL
WisdomTree Soybean Oil 2x Daily Leveraged	The Bloomberg Soybean Oil Sub-Index^{SM}	LSYO
WisdomTree Soybeans 2x Daily Leveraged	The Bloomberg Soybeans Sub-Index^{SM}	LSOB
WisdomTree Sugar 2x Daily Leveraged	The Bloomberg Sugar Sub-Index^{SM}	LSUG
WisdomTree Tin 2x Daily Leveraged	The Bloomberg Tin Sub-Index^{SM}	LTIM
WisdomTree Wheat 2x Daily Leveraged	The Bloomberg Wheat Sub-Index^{SM}	LWEA
WisdomTree Zinc 2x Daily Leveraged	The Bloomberg Zinc Sub-Index^{SM}	LZIC
WisdomTree Brent Crude Oil 2x Daily Leveraged	The Bloomberg Brent Crude SL Index^{SM}[6]	LBRT
WisdomTree Gas Oil 2x Daily Leveraged	The Bloomberg Gas Oil Sub-Index^{SM}	LGSO

Two Times Leveraged Index Security	**Daily Exposure to Composite Commodity Index**	**LSE Code**
	+2 x daily percentage change in the following Bloomberg Commodity Index or Sub-Index:	
WisdomTree Broad Commodities 2x Daily Leveraged	The Bloomberg Commodity Index^{SM}	LALL
WisdomTree Energy 2x Daily Leveraged	The Bloomberg Energy Sub-Index^{SM}	LNRG
WisdomTree Petroleum 2x Daily Leveraged	The Bloomberg Petroleum Sub-Index^{SM}	LPET
WisdomTree Broad Commodities Ex-Energy 2x Daily Leveraged	The Bloomberg Ex-Energy Sub-Index^{SM}	LNEY
WisdomTree Precious Metals 2x Daily Leveraged	The Bloomberg Precious Metals Sub-Index^{SM}	LPMT
WisdomTree Industrial Metals 2x Daily Leveraged	The Bloomberg Industrial Metals Sub-Index^{SM}	LIME
WisdomTree Agriculture 2x Daily Leveraged	The Bloomberg Agriculture Sub-Index^{SM}	LAGR
WisdomTree Softs 2x Daily Leveraged	The Bloomberg Softs Sub-Index^{SM}	LSFT
WisdomTree Livestock 2x Daily Leveraged	The Bloomberg Livestock Sub-Index^{SM}	LLST
WisdomTree Grains 2x Daily Leveraged	The Bloomberg Grains Sub-Index^{SM}	LGRA

Three Times Leveraged Individual Securities

Details of the daily exposure to the underlying Commodity Index (before fees and adjustments and subject to the impact of Market Disruption Events and Restrike Days) and LSE Code for each class of Three Times Leveraged Individual Security are set out below:

Three Times Leveraged Individual Security	**Daily Exposure to Individual Commodity Index**	**LSE Code**
	+3 x daily percentage change in the following Bloomberg Commodity Index Sub-Index:	
WisdomTree Aluminium 3x Daily Leveraged	The Bloomberg Aluminum Sub-Index^{SM}	3LAL
WisdomTree Brent Crude Oil 3x Daily Leveraged	The Bloomberg Brent Crude Sub-Index^{SM}	3LBC
WisdomTree Cocoa 3x Daily Leveraged	The Bloomberg Cocoa Sub-Index^{SM}	3LCC
WisdomTree Coffee 3x Daily Leveraged	The Bloomberg Coffee Sub-Index^{SM}	3CFL
WisdomTree Copper 3x Daily Leveraged	The Bloomberg Copper Sub-Index^{SM}	3CUL
WisdomTree Corn 3x Daily Leveraged	The Bloomberg Corn Sub-Index^{SM}	3LCO
WisdomTree Cotton 3x Daily Leveraged	The Bloomberg Cotton Sub-Index^{SM}	3LCT
WisdomTree Gas Oil 3x Daily Leveraged	The Bloomberg Gas Oil Sub-Index^{SM}	GO3L
WisdomTree Gasoline 3x Daily Leveraged	The Bloomberg Unleaded Gasoline Sub-Index^{SM}	3LGS
WisdomTree Gold 3x Daily Leveraged	The Bloomberg Gold Sub-Index^{SM}	3AUL
WisdomTree Heating Oil 3x Daily Leveraged	The Bloomberg Heating Oil Sub-Index^{SM}	3LHO
WisdomTree Lead 3x Daily Leveraged	The Bloomberg Lead Sub-Index^{SM}	3LPB
WisdomTree Lean Hogs 3x Daily Leveraged	The Bloomberg Lean Hogs Sub-Index^{SM}	3LLH
WisdomTree Live Cattle 3x Daily Leveraged	The Bloomberg Live Cattle Sub-Index^{SM}	3LLC
WisdomTree Natural Gas 3x Daily Leveraged	The Bloomberg Natural Gas Sub-Index^{SM}	NG3L
WisdomTree Nickel 3x Daily Leveraged	The Bloomberg Nickel Sub-Index^{SM}	3NIL
WisdomTree Platinum 3x Daily Leveraged	The Bloomberg Platinum Sub-Index^{SM}	3LPT
WisdomTree Silver 3x Daily Leveraged	The Bloomberg Silver Sub-Index^{SM}	SI3L
WisdomTree Soybean Oil 3x Daily Leveraged	The Bloomberg Soybean Oil Sub-Index^{SM}	3LSO
WisdomTree Soybeans 3x Daily Leveraged	The Bloomberg Soybeans Sub-Index^{SM}	3LSY
WisdomTree Sugar 3x Daily Leveraged	The Bloomberg Sugar Sub-Index^{SM}	3SUL
WisdomTree Tin 3x Daily Leveraged	The Bloomberg Tin Sub-Index^{SM}	3LSN
WisdomTree Wheat 3x Daily Leveraged	The Bloomberg Wheat Sub-Index^{SM}	3WHL
WisdomTree WTI Crude Oil 3x Daily Leveraged	The Bloomberg WTI Crude Oil Sub-Index^{SM}	3CRL
WisdomTree Zinc 3x Daily Leveraged	The Bloomberg Zinc Sub-Index^{SM}	3LZN

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The Issuer has been granted a licence by Bloomberg and UBS Securities to price Short and Leveraged Commodity Securities based on various commodity indices calculated and published by Bloomberg, in conjunction with UBS Securities. All references to indices calculated or published by Bloomberg, in conjunction with UBS Securities and in particular the Commodity Indices, are used with the permission of Bloomberg and UBS Securities.

DEFINITIONS AND INTERPRETATION

Definitions

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

"Acceptable Credit Rating"	means a long term senior debt credit rating of at least BBB+ from S&P and of at least Baa1 from Moody's
"**Administration Agreement**"	means the Administration Agreement dated 14 December 2012 between R&H Fund Services (Jersey) Limited and the Issuer providing for certain administration and company secretarial services to be provided by R&H Fund Services (Jersey) Limited to the Issuer
"Affiliate"	means, in relation to any person, any entity controlled, directly or indirectly, by that person, any entity that controls, directly or indirectly, that person, or any entity directly or indirectly under common control with that person; and for this purpose, "**control**" of any entity or person means ownership of a majority of the voting power of the entity or person
"**Aggregate Outstanding Contracts Price**"	means in respect of any day and a Commodity Contract Counterparty the aggregate of (i) the sum of the Price on that day of each and every Commodity Contract then in existence with that Commodity Contract Counterparty (including Commodity Contracts in respect of which a Creation Notice has been given on or prior to that day and which have not been issued or cancelled, but excluding Commodity Contracts in respect of which a valid Cancellation Notice has been given on or before that day) and (ii) the sum of the Price (as defined in the Classic and Longer Dated Facility Agreement with that Commodity Contract Counterparty) of each and every Classic and Longer Dated Commodity Contract then in existence with that Commodity Contract Counterparty (including Classic and Longer Dated Commodity Contracts in respect of which a Creation Notice (as defined in such Classic and Longer Dated Facility Agreement) has been given on or prior to that day and which have not been issued or cancelled (as defined in such Classic and Longer Dated Facility Agreement), but excluding Classic and Longer Dated Commodity Contracts in respect of which a valid Cancellation Notice (as defined in such Classic and Longer Dated Facility Agreement) has been given on or before that day)
"**Agreed Pricing**"	has the meaning given in Condition 7.1(b)
"**Agreed Redemption Form**"	means a notice in the form prescribed from time to time by the Issuer requesting Redemption of Short and Leveraged Commodity Securities using Agreed Pricing
"Applicant"	means an Authorised Participant who makes an Application for Short or Leveraged Commodity Securities
"Application"	means an offer by an Applicant to the Issuer to subscribe for Short or Leveraged Commodity Securities, being an offer on terms referred to in an Application Form and this document and in accordance with the provisions of the relevant Authorised Participant Agreement
"Application Fee"	means the fee payable by an Applicant to the Issuer in respect of the issue of Short or Leveraged Commodity Securities
"Application Form"	means the application form to be used in connection with the Programme
"Application Moneys"	means, for an Application, all moneys paid or to be paid to or to the order of the Issuer by the Applicant in respect of the Application

"Authorised Participant"	means a person which has entered into an Authorised Participant Agreement with the Issuer in relation to Short and Leveraged Commodity Securities and (except in the case of a Commodity Contract Counterparty which has entered into an Authorised Participant Agreement with the Issuer) has entered into a corresponding Direct Agreement with at least one Commodity Contract Counterparty, and which is not an Unacceptable Authorised Participant in respect of that Commodity Contract Counterparty provided that no person shall be an Authorised Participant unless and until the Security Conditions (if any) with respect to the Authorised Participant and that Commodity Contract Counterparty shall have been satisfied and provided further that a person can be an Authorised Participant in respect of one Commodity Contract Counterparty but not another
"**Authorised Participant Agreement**"	means a written agreement between the Issuer and another person under which such person is appointed to act as an "Authorised Participant", distribution agent or in a substantially similar function in relation to Short and Leveraged Commodity Securities and if such agreement is subject to conditions precedent, provided that such conditions have been satisfied
"Authorised Person"	means a person who is authorised for the purposes of FSMA
"BAC"	means Bank of America Corporation, a corporation established under the laws of the State of Delaware, United States, and whose principal place of business is at 100 North Tryon Street, Charlotte, NC28255, United States
"BAC Group"	means BAC and its Affiliates, and includes MLI
"BAC Guarantee"	means the guarantee dated 29 June 2017 given by BAC to the Issuer in support of MLI's payment obligations under the MLI Facility Agreement, the MLI Security Agreement and the MLI Control Agreement
"BG Securities"	means the WisdomTree Brent Crude Oil 1x Daily Short Individual Securities, the WisdomTree Gas Oil 1x Daily Short Individual Securities, the WisdomTree Brent Crude Oil 2x Daily Leveraged Individual Securities and the WisdomTree Gas Oil 2x Daily Leveraged Individual Securities
"**BISL**"	means Bloomberg Index Services Limited
"Bloomberg"	means Bloomberg L.P. and/or Bloomberg Finance L.P. and/or the Affiliate of either of them
"**Bloomberg Commodity Index℠**"	means the Bloomberg Commodity Index℠ (formerly known as the Dow Jones – UBS Commodity Index℠), calculated and published by Bloomberg, further information on which can be found in Part 3 (*The Bloomberg Commodity Index Family*)
"BNYM" or **"Securities Intermediary"**	means the securities intermediary under each Security Agreement and includes The Bank of New York Mellon
"Board"	means the board of directors of the Issuer
"Business Day"	means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in both London and New York
"**Calculation Agency Agreement**"	means a person appointed by the Issuer to determine various matters in accordance with Condition 14, MLI being the Calculation Agent at the date of this prospectus
"Cancellation	means a notice sent by the Issuer to a Commodity Contract Counterparty

Notice"	pursuant to a Facility Agreement which cancels the equivalent number of Commodity Contracts corresponding with the Short and Leveraged Commodity Securities referred to in such Cancellation Notice
"Capital Adjustment"	means an adjustment factor to be included in the calculation of the Price which is agreed from time to time by a Commodity Contract Counterparty and the Issuer
"**Capital Adjustment Agreement**"	means agreements entitled "Capital Adjustment Agreement relating to Short and Leveraged Commodity Contracts" between the Issuer and a Commodity Contract Counterparty and includes the MLI Capital Adjustment Agreement and the CGML Capital Adjustment Agreement
"CBOT"	means Board of Trade of the City of Chicago, Inc.
"Central Bank"	means the Central Bank of Ireland
"**Certificated**" or "**Certificated Form**"	means not in Uncertificated Form
"CGMH"	means Citigroup Global Markets Holdings Inc., a corporation incorporated in the State of New York
"CGML"	means Citigroup Global Markets Limited, a company incorporated and registered in England and Wales with number 01763297 whose registered office is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom and includes its successors and assigns
"**CGML Capital Adjustment Agreement**"	means the agreement entitled "Capital Adjustment Agreement relating to Short and Leveraged Commodity Contracts" dated 29 June 2017 between the Issuer and CGML
"**CGML Classic and Longer Dated Facility Agreement**"	means the agreement dated 29 June 2017 between the Issuer and CGML entitled "CGML Facility Agreement relating to Classic and Longer Dated Commodity Contracts"
"CGML Control Agreement"	means the collateral account control agreement entered into between the Issuer, CGML and the Securities Intermediary dated as of 29 June 2017
"CGML Facility Agreement"	means the Facility Agreement dated 29 June 2017 between the Issuer and CGML entitled "CGML Facility Agreement relating to Short and Leveraged Commodity Contracts"
"CGML Security Agreement"	means the security agreement dated as of 29 June 2017 which is in relation to and supplements the CGML Facility Agreement and the CGML Classic and Longer Dated Facility Agreement
"CIP"	means "Commodity Index Percentage" as defined in the Handbook from time to time
"Citigroup Guarantee"	means the guarantee dated 29 June 2017 given by CGMH to the Issuer in support of CGML's payment obligations under the CGML Facility Agreement, the CGML Security Agreement and the CGML Control Agreement
"Citigroup Group"	means CGMH and its Affiliates, and includes CGML
"class"	means a class of Short Commodity Securities or Leveraged Commodity Securities under which the Issuer's obligations to make payment, and the corresponding class of Commodity Contracts under which any Commodity Contract Counterparty's obligations to make payment, are determined by

reference to a particular Commodity Index

"**Classic and Longer Dated Calculation Agency Agreement**"	means the agreement entitled "CGML Calculation Agency Agreement relating to Classic and Longer Dated Commodity Contracts" dated 29 June 2017 between the Issuer, MLI and CGML
"Classic and Longer Dated Commodity Contract"	has the meaning given to "Commodity Contracts" in the conditions of the Classic and Longer Dated Securities
"Classic and Longer Dated Securities"	means the securities of the Issuer known as Classic and Longer Dated Securities constituted by the Classic and Longer Dated Trust Instrument as more fully described in a separate base prospectus of the Issuer dated on or around the date of this Prospectus
"Classic and Longer Dated Trust Instrument"	means the trust instrument between the Issuer and the Trustee dated 21 September 2006
"CME"	means Chicago Mercantile Exchange Inc.
"**CME Group**" and "**CME Group Inc**."	means CME Group Inc., a holding company and the parent of CME, CBOT and NYMEX
"CME Indexes"	means CME Group Index Services LLC
"Collateral"	means all Posted Collateral as defined in any Security Agreement to the extent attributable to the obligations of a Commodity Contract Counterparty under a Facility Agreement
"Collateral Account"	means, in relation to any Commodity Contract Counterparty that has entered into a Security Agreement, the account established and maintained by the respective Securities Intermediary in the Commodity Contract Counterparty's name, in which the Commodity Contract Counterparty shall post Collateral pursuant to the terms of such Security Agreement and the relevant Control Agreement and which shall include the account so established and maintained by The Bank of New York Mellon in MLI's name and the account so established and maintained by The Bank of New York Mellon in CGML's name
"**Collateral Account Control Event**"	means (i) the occurrence of a Counterparty Event of Default in respect of the relevant Commodity Contract Counterparty that was not caused by a breach by the Issuer of its obligations under the relevant Facility Agreement or by any Authorised Participant under the relevant Authorised Participant Agreement and, after giving effect to any applicable notice requirement or grace period, there occurs under the Facility Agreement (or the relevant Classic and Longer Dated Facility Agreement) a liquidation of, or an acceleration of, all of the obligations of the relevant Commodity Contract Counterparty under the relevant Facility Agreement (or the relevant Classic and Longer Dated Facility Agreement); (ii) failure by the relevant Commodity Contract Counterparty to transfer Collateral to the relevant Collateral Account when due and such failure continues for two Business Days; (iii) failure by the relevant Commodity Contract Counterparty to comply with or perform any other provisions of or obligations under the relevant Security Agreement (other than as set out in (ii)) and such failure continues for 30 days after receipt by the relevant Commodity Contract Counterparty of notice of such failure; or (iv) the relevant Commodity Contract Counterparty (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become

due; (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (X) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (Y) is not dismissed, discharged, stayed or restrained in each case within 60 days of the institution or presentation thereof; (e) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 60 days thereafter; (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (a) to (g) (inclusive) above; or (i) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts

"Collateral Exposure" means, in respect of any Valuation Time (as defined in any Security Agreement) or other time for which Collateral Exposure is calculated, and save in the case of a dispute under the relevant Security Agreement, the sum of the price on such date of each and every Commodity Contract in issue as at the applicable Valuation Time, which, in the case of the MLI Security Agreement and the CGML Security Agreement, shall include both the sum of the price of the Commodity Contracts entered into pursuant to the MLI Facility Agreement or the CGML Facility Agreement (respectively) and the sum of the price of the commodity contracts under the MLI Classic and Longer Dated Facility Agreement or the CGML Classic and Longer Dated Facility Agreement (respectively) as at the applicable Valuation Time on such date

"COMEX" means New York Mercantile Exchange, Inc., including its wholly owned subsidiary Commodity Exchange Inc.

"Commodity Contract" means in relation to Short or Leveraged Commodity Securities of a particular class, a contract between the Issuer and a Commodity Contract Counterparty created in accordance with a Facility Agreement and giving rise to matching rights and obligations to such Short or Leveraged Commodity Securities

"**Commodity Contract Counterparty**" means the counterparty to each Facility Agreement with the Issuer and includes MLI and CGML

"Commodity Contract Termination" means the termination of Commodity Contracts by a Commodity Contract Counterparty in accordance with a Facility Agreement

"Commodity Index" means an Individual Commodity Index or a Composite Commodity Index, as appropriate, and "Commodity Indices" means all of them and in relation to a class of Short or Leveraged Commodity Securities (and the corresponding class of Commodity Contracts) means the Commodity Index specified in relation to such class in the Sixth Schedule (Classes of Short and Leveraged Commodity Securities) to the Trust Instrument

"**Composite Commodity Index**" means an index for a group of commodities (which may change from time to time with respect to such index), as calculated and published by Bloomberg from time to time, more information on which can be found in Part 3 (T*he*

Bloomberg Commodity Index Family) and "**Composite Commodity Indices**" means all of them

"**Compulsory Redemption**" means a Redemption of Short or Leveraged Commodity Securities in accordance with Condition 8.13

"**Compulsory Redemption Date**" means a date notified in accordance with Conditions 8.1, 8.2, 8.5, 8.6, 8.7, 8.8 or 8.9

"Conditions" means the terms and conditions of the Short and Leveraged Commodity Securities in the form set out in the Second Schedule (*The Conditions*) to the Trust Instrument and as set out in Part 7 (*Trust Instrument and Short and Leveraged Commodity Securities*) and references herein to numbered Conditions are references to the numbers assigned to the Conditions in Part 7 (*Trust Instrument and Short and Leveraged Commodity Securities*)

"Control Agreement" means, in relation to any Security Agreement, the Control Agreement as defined in such Security Agreement and includes the MLI Control Agreement and the CGML Control Agreement

"Controller" means, in relation to any Security Agreement, the Control Agreement as defined in such Security Agreement and includes the MLI Control Agreement and the CGML Control Agreement

"Controller" means a Controller as defined in the Conditions

"**Counterparty Event of Default**" means:

(a) the failure of any Commodity Contract Counterparty to make a payment it is due to make in respect of a Commodity Contract Termination in accordance with the relevant Facility Agreement, where such failure is not rectified within five Business Days following the day on which the Commodity Contract Counterparty receives notice of the failure sent by the Issuer, or being in any other breach of the Facility Agreement provided that such breach (if capable of being rectified) is not rectified within (5) five Business Days of the Commodity Contract Counterparty receiving written notice from the Issuer of such breach;

(b) any Guarantor failing to pay an amount due under the relevant Guarantee, when due;

(c) any Commodity Contract Counterparty or Guarantor suffering an Insolvency Event;

(d) the expiration or termination of any Guarantee (other than where a replacement guarantee (or other form of credit support) acceptable to the Issuer and the Trustee in their sole discretion is provided to the Issuer in lieu of a Guarantee upon or prior to such expiration or termination) or the failing or ceasing of a Guarantee to be in full force and effect for the purpose of the relevant Facility Agreement, in each case other than in accordance with its terms, prior to the satisfaction of all obligations of a Commodity Contract Counterparty under the Facility Agreement to which such Guarantee relates and without the written consent of the Issuer (and this paragraph (d) shall apply mutatis mutandis to any replacement guarantee (or other form of credit support));

(e) in the case of MLI, a Counterparty Default (as defined in the MLI Classic and Longer Dated Facility Agreement) and, in the case of CGML, a Counterparty Default (as defined in the CGML Classic and Longer Dated Facility Agreement); or

(f) the occurrence of certain events of default under the relevant Security Agreement being, inter alia, (i) such Commodity Contract Counterparty failing to transfer Collateral to the Collateral Account when due and (ii) the applicable Security Agreement expiring or terminating or failing or ceasing to be in full force and effect prior to the termination of the relevant Facility Agreement and the relevant Classic and Longer Dated Facility Agreement and the satisfaction of the obligations detailed in such Security Agreement;

(g) if notice is given to terminate any Guarantee, such termination to become effective less than five days after the date of receipt of the notice, other than where prior to the date of the notice a replacement guarantee (or other form of credit support) acceptable to the Issuer in its sole discretion is provided to the Issuer in lieu of such Guarantee, where such notice is given prior to the satisfaction of all obligations of the Commodity Contract Counterparty under the Facility Agreement to which such Guarantee relates and without the written consent of the Issuer (and this paragraph (g) shall apply mutatis mutandis to any replacement guarantee (or other form of credit support))

"Creation Amounts" means the amounts due to the Issuer pursuant to a Creation Notice

"Creation Limits" means the limits under the Facility Agreement on creation of Commodity Contracts (and corresponding limits on issue of Short and Leveraged Commodity Securities), as referred to in Part 4 (*Description of Short and Leveraged Commodity Securities*) under the heading "Applications and Redemptions — Creation Limits and Redemption Limit"

"Creation Notice" means a notice sent by the Issuer to a Commodity Contract Counterparty pursuant to a Facility Agreement creating the equivalent number of Commodity Contracts corresponding with the Short or Leveraged Commodity Securities referred to in such Creation Notice

"CREST" means the system of paperless settlement of transfers and the holding of securities in Uncertificated Form administered by Euroclear UK & Ireland Limited

"Defaulted Obligation" means the failure of the Issuer to make or procure any payment in respect of the Redemption of any Short or Leveraged Commodity Securities when due, and such failure is not remedied within 48 hours of receipt of notice requiring remedy of the same provided that if the amount paid by a Commodity Contract Counterparty under the terms of a Facility Agreement in respect of a Commodity Contract Termination as a result of such Redemption is subject to any withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political sub-division thereof or any authority thereof having power to tax, as required by law (as modified by the practice of any relevant governmental revenue authority) then in effect, and that Commodity Contract Counterparty is not obliged under that Facility Agreement to make any additional payment in respect of the withholding or deduction and the net amount is so paid or procured to be paid by the Issuer in respect of that Redemption, that shall not be a Defaulted Obligation

"Designated Contract" means, for each commodity represented in the Bloomberg Commodity Index and for each Individual Commodity Index, the futures contract series which is used for the calculation of those indices, as set out in Part 3 (The Bloomberg Commodity Index Family) in Table 2 (Designated Contracts and Designated Month Contracts), in the column headed "Designated Contract and (Exchange Code)" or, in the case of the Second Month Indices, as described under the heading "Second Month Indices" in Part 3 (*The Bloomberg Commodity Index Family*)

"**Designated Month Contract**"	means a futures contract, being a Designated Contract, for delivery in a particular month, which is used for the calculation of the Commodity Indices, as set out in Part 3 (*The Bloomberg Commodity Index Family*) in Table 2 (*Designated Contracts and Designated Month Contracts*), in the column headed "Designated Month Contracts" or, in the case of the Second Month Indices, as described under the heading "Second Month Indices" in Part 3 (*The Bloomberg Commodity Index Family*)
"Designated Settlement Period"	has the meaning given in the Conditions
"Direct Agreement"	means an agreement entered into between a Commodity Contract Counterparty and an Authorised Participant or a person proposed by the Issuer to become an Authorised Participant
"Directors"	means the directors of the Issuer, being at the date of this document the persons whose names are listed as such in "Directors, Secretary and Advisers" below
"Documents"	means this document, the Trust Instrument, the Security Deeds, all Authorised Participant Agreements, all Security Assignments, each Facility Agreement, each Security Agreement, each Control Agreement, the Registrar Agreement, the Services Agreement, the Administration Agreement and the Licence Agreement
"Eligible Equities"	in relation to any Security Agreement or Control Agreement has the meaning given to that expression in the relevant Security Agreement, being common or preferred shares that are constituents of the indices set out in the relevant Control Agreement or global depositary receipts whose underlying common or preferred shares are constituents of such indices
"Eligible Money Market Funds"	means securities in the form of redeemable securities in a pooled investment fund representing the security-holder's proportional interest in the fund's net assets and that are issued and redeemed only on the basis of the market value of the fund's net assets prepared each business day after the security-holder makes its investment commitment or redemption request to the fund, if: (a) the fund's investments are limited to the following: (i) securities that are issued by, or unconditionally guaranteed as to the timely payment of principal and interest by, the U.S. Department of the Treasury, and immediately-available cash funds denominated in US Dollars; or (ii) securities denominated in a common currency and issued by, or fully guaranteed as to the payment of principal and interest by, the European Central Bank or an Eligible Sovereign Entity that is assigned no higher than a 20% risk weight under the capital rules applicable to swap dealers subject to regulation by a prudential regulator, and immediately-available cash funds denominated in the same currency; and (b) assets of the fund may not be transferred through securities lending, securities borrowing, repurchase agreements, reverse repurchase agreements, or other means that involve the fund having rights to acquire the same or similar assets from the transferee
"Eligible Sovereign Entity"	means a national bond or government agency bond issuer which is incorporated or established in one of the following countries: (a) G10: Belgium, Canada, France, Germany, Italy, Japan, Netherlands, Sweden, Switzerland, United Kingdom, USA; and (b) Non-G10: Austria, Australia, Denmark, Finland, Luxembourg, New Zealand, Norway, Portugal, Spain

"ETFSL"	means ETFS Capital Limited (formerly ETF Securities Limited), a company incorporated and registered in Jersey, with registered number 88370
"EU Benchmarks Regulation"	means Regulation (EU) 2016/1011 of the European Parliament and of the Council on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds
"Euronext Dublin"	means the Irish Stock Exchange plc trading as Euronext Dublin
"Exchange"	means CBOT, CME, COMEX, LME, ICE Futures U.S. or NYMEX, as the case may be, and "**Exchanges**" means all of them
"Exchange Hours"	has the meaning given in the Conditions
"Exchange Index Value"	has the meaning given in the Conditions
"Exempt Person"	means a person who, in entering into and performing the terms of an Authorised Participant Agreement, is acting in the course of a business comprising a regulated activity in relation to which it is exempt from the need to be an Authorised Person as a result of a provision of the FSMA or associated secondary legislation
"Exposure"	(i) in respect of any class of Individual Commodity Contract, to the Relevant Commodity at any time means an amount equal to the Price of that class of Individual Commodity Contract; and (ii) in respect of any class of Index Commodity Contract, to any Relevant Commodity at any time means an amount equal to the Price of that class of Index Commodity Contract at that time multiplied by a fraction of which the numerator is the CIP of the Relevant Commodity and the denominator is the sum of the CIPs of each of the Relevant Commodities in relation to that class of Index Commodity Contract
"Extraordinary Resolution"	means in respect of one or more classes of Short or Leveraged Commodity Securities either (a) a resolution passed at a meeting of the holders of the Short or Leveraged Commodity Securities of such class or classes duly convened and held in accordance with the provisions contained in the Trust Instrument and carried by a majority consisting of not less than 75 per cent. in number of the persons voting thereat upon a show of hands or, if a poll is duly demanded, by a majority consisting of the holders of not less than 75 per cent. by Principal Amount of the Short or Leveraged Commodity Securities of such class or classes voting on such poll or (b) a resolution in writing of holders of the Short or Leveraged Commodity Securities of such class or classes holding not less than 75 per cent. by Principal Amount of the Short or Leveraged Commodity Securities of such class or classes
"Facility Agreement"	means the agreements of that name between the Issuer and different Commodity Contract Counterparties providing for the creation and termination of Commodity Contracts thereunder including the MLI Facility Agreement and the CGML Facility Agreement
"FCA"	means the Financial Conduct Authority of the United Kingdom
"FCA Glossary"	means the glossary giving the meaning of the defined expressions used in the FCA Handbook
"FCA Handbook"	means the FCA's Handbook of Rules and Guidance as amended
"Final Terms"	means a document constituting "final terms" relating to an issue of Short and Leveraged Commodity Securities in or substantially in the form annexed hereto and for final terms delivered to the Central Bank or any other party for use in a

	Europe Economic Area State means final terms within the meaning of the Prospectus Regulation and for final terms delivered to the FCA or any other party for use in the United Kingdom means final terms within the meaning of the Prospectus Regulation Rules
"FSMA"	means Financial Services and Markets Act 2000 of the United Kingdom
"Full Trading Day"	has the meaning given in the Conditions
"General Trading Day"	means a "Business Day" as defined in the Handbook from time to time (and meaning as at the date of the Trust Instrument "any day on which the sum of the CIPs for those Index Commodities that are open for trading is greater than 50 per cent." where "Index Commodities" has the meaning given to it in the Handbook)
"General Trading Session"	has the meaning given in the Conditions
"Guarantee"	means in respect of any Commodity Contract Counterparty, any guarantee or other credit support agreement that may be provided by a guarantor or other credit support provider in respect of such Commodity Contract Counterparty's obligations under the relevant Facility Agreement insofar as it relates to the Pool and in respect of MLI includes the BAC Guarantee and in respect of CGML includes the Citigroup Guarantee. References in this Prospectus to '**Guarantees**' are to the BAC Guarantee and the Citigroup Guarantee
"Guarantor"	means in respect of any Commodity Contract Counterparty, any guarantor or other credit support provider who has entered into a Guarantee in respect of such Commodity Contract Counterparty's obligations under the relevant Facility Agreement insofar as it relates to the relevant Pool
"Handbook"	means the document entitled "Index Methodology – The Bloomberg Commodity Index Family" which sets out the methodology for calculation of the Bloomberg Commodity Index℠ prepared and as amended from time to time by Bloomberg and includes the document entitled "Index Methodology – Bloomberg SL Commodity Indices", a copy of each of which, as at the date of this Prospectus, can be obtained from the following address: https://www.bloomberg.com/professional/product/indices/bloomberg-commodity-index-family/
"Hedging Disruption Event"	means an event, circumstance or cause that a Commodity Contract Counterparty reasonably and in good faith determines has had or would reasonably be expected to have a materially adverse effect on that Commodity Contract Counterparty's ability to hedge its positions in connection with the relevant Facility Agreement or Commodity Contracts of the relevant class, including, without limitation, any limitation or prohibition associated with acquiring, establishing, re-establishing, substituting, maintaining, unwinding or disposing of any hedging transaction in connection with the relevant Facility Agreement or such Commodity Contracts, in each case whether due to market illiquidity, position limits in respect of any futures contract, illegality, the adoption of or change in any law or other regulatory instrument, lack of availability of hedging transaction market participants or the occurrence or existence of any other circumstance or event
"HoldCo"	means WisdomTree Holdings Jersey Limited (formerly ETFS Holdings (Jersey) Limited), a company incorporated and registered in Jersey, with registered number 106817
"holding company"	has the meaning given to that term in section 1159 of the Companies Act 2006 of the United Kingdom

"ICE"	means the Intercontinental Exchange, Inc.
"ICE Futures U.S."	means ICE Futures U.S. (formerly the New York Board of Trade (NYBOT)), a subsidiary of ICE
"Index Oversight Committee"	means in respect of the Bloomberg Commodity Index^{SM} the committee which reviews and approves the Handbook and the target composition of the revised Index each year, as described in Part 3 (*The Bloomberg Commodity Index Family*) under the heading "Bloomberg Commodity Index^{SM} and Sub-Indices
"Index Securities"	means Short Index Securities and Leveraged Index Securities
"**Index Substitution**"	in respect of each class of Second Month Securities, the change of Individual Commodity Index as described under the heading "The Index Substitution" in Part 4 (*Description of Short and Leveraged Commodity Securities*)
"Indicative Price"	means the Indicative Price as defined in the Conditions
"**Individual Commodity Index**"	means an index for an individual commodity (as adjusted through the addition or removal of other Individual Commodity Indices), as calculated and published by Bloomberg, from time to time, more information on which can be found in Part 3 (*The Bloomberg Commodity Index Family*) and includes a Second Month Index and "**Individual Commodity Indices**" means all of them
"Individual Securities"	means Short Individual Securities and Leveraged Individual Securities
"Insolvency Event"	means, in relation to a person other than the Issuer, such person (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (7) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in (1) to (7) (inclusive) above; or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts
"Intra-day Price"	means at any time (a) between 8.00 a.m. and 2.30 p.m. New York Time on a Trading Day in respect of a One Times Short Commodity Contract or a Two Times Leveraged Commodity Contract other than a Second Month Security, (b) at any time on a Trading Day in respect of a Second Month Security or (c) during the General Trading Session in respect of a Trading Day in respect

of a Three Times Commodity Contract, the Price, calculated in accordance with Condition 5, using as Ii,t the most recent value of the relevant Commodity Index published as of such time by Bloomberg provided, that (i) if the Calculation Agent reasonably determines that such published value is incorrect, the Calculation Agent shall instead use a special value of the relevant Commodity Index calculated using the most recently reported prices for the futures contracts by reference to the Settlement Price for which that Commodity Index is calculated (in whole or in part), (ii) if the Calculation Agent determines that as the result of a material trading disruption or anomaly the value of any futures contract used in calculating such published value manifestly does not reflect a fair market value for that futures contract having regard to the principles in the Facility Agreement described in Condition 14.3, the Calculation Agent shall instead determine fair market values for such futures contracts having regard to the principles in the Facility Agreement described in Condition 14.3 and calculate a special value of the relevant Commodity Index calculated using such fair market values and (iii) if the Calculation Agent reasonably determines that a Market Disruption Event has occurred with respect to any applicable futures contract, the Calculation Agent shall instead use a special value of the relevant Commodity Index calculated using the most recently reported prices for the relevant futures contracts, if any, that are not subject to a Market Disruption Event and using a fair market value determined in accordance with the principles set out in the Facility Agreement described in Condition 14.3 for the relevant commodity futures that are subject to a Market Disruption Event and provided further in the case of a Second Month Contract that if at the time when the Intra-day Price is determined, there is no real time publication by Bloomberg of the value of the relevant Commodity Index, the Calculation Agent shall instead use a special value of the relevant Commodity Index calculated using those prices most recently reported on the Relevant Exchange for the futures contracts by reference to the prices of which that Commodity Index is calculated (in whole or in part)

"Investment Company Act" means the Investment Company Act of 1940 of the U.S.

"Issuer" means WisdomTree Commodity Securities Limited (formerly ETFS Commodity Securities Limited), a company incorporated and registered in Jersey with registered number 90959

"Issuer Business Day" means a day which is both a General Trading Day and a London Business Day

"Issuer Insolvency Event" means the Issuer (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4) has a declaration made against it declaring the assets of the Issuer *en désastre* pursuant to the Bankruptcy (Désastre) (Jersey) Law 1990, as amended; (5) institutes or has instituted against it any other proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (6) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (7) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (8) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on

or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (9) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (8) (inclusive); or (10) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts, provided that no action taken by the Trustee in respect of the Issuer shall constitute an Issuer Insolvency Event save where acts of the Trustee fall within one or more of clauses (1) to (9) and are taken in respect of security taken over Commodity Contracts, a Facility Agreement or a Guarantee

"Jersey" means the Island of Jersey, Channel Islands

"KBOT" means the Kansas City Board of Trade

"Lead Future" means (a) for an Individual Commodity Index and a Trading Day with respect thereto, the particular futures contract which is the "Lead Future" or "Lead Contract" (as defined in the Handbook) for that Individual Commodity Index on that Trading Day and (b) for a commodity comprised in a Composite Commodity Index but which is not the subject of an Individual Commodity Index and a Trading Day with respect thereto, the particular futures contract which is the "Lead Future" (as defined in the Handbook) for that commodity in relation to that Composite Commodity Index on that Trading Day

"Leverage Factor" means –1 in respect of One Times Short Commodity Securities of any class, –3 in respect of Three Times Short Individual Securities of any class, +2 in respect of Two Times Leveraged Commodity Securities of any class and +3 in respect of Three Times Leveraged Individual Securities of any class

"**Leveraged Commodity Securities**" means Two Times Leveraged Individual Securities, Two Times Leveraged Index Securities and Three Times Leveraged Individual Securities

"Leveraged Index Securities" means Two Times Leveraged Index Securities

"**Leveraged Individual Securities**" means Two Times Leveraged Individual Securities and Three Times Leveraged Individual Securities

"Licence Agreement" means the licence agreement dated as of 13 February 2018 between Bloomberg Index Services Limited, UBS Securities LLC and ManJer, under which Bloomberg and UBS Securities have granted to ManJer and the Issuer the right to use and refer to the Bloomberg Commodity Indices, and certain intellectual property of Bloomberg and UBS Securities, in relation to (inter alia) Short and Leveraged Commodity Securities

"Licence Allowance" means the amount payable by the Issuer to ManJer to be applied in paying fees to Bloomberg under the Licence Agreement, as set out in Part 1 (General) under "Management Fee and Licence Allowance", as that amount may be adjusted from time to time

"Listing" means the admission of a particular class of Short or Leveraged Commodity Securities to the Official List in accordance with the Listing Rules and admission of a particular class of Short or Leveraged Commodity Securities to trading on the London Stock Exchange's market for listed securities (or any of such markets if the London Stock Exchange has at any time more than one such market) becoming effective

"Listing Failure" means the refusal of the FCA to admit to the UK Official List any Short or Leveraged Commodity Securities issued or to be issued under the Programme

"Listing Failure Date" means the day which was or would have been the date on which payment would have been made for Commodity Contracts pursuant to the terms of the relevant Facility Agreement corresponding to the Short or Leveraged Commodity Securities in respect of which a Listing Failure has occurred

"Listing Rules" means the Listing Rules of the FCA from time to time, made under section 73A of the FSMA

"LME" means The London Metal Exchange Limited and its subsidiaries and affiliates

"London Business Day" means a day (other than a Saturday or a Sunday) on which banks are open for the transaction of general business in London

"London Stock Exchange" means London Stock Exchange plc or its market for listed securities (or any of such markets if the London Stock Exchange has at any time more than one such market), as the context may require

"Lower Credit" has the meaning given under the heading "Consolidation and Division of Short and Leveraged Commodity Securities" in Part 4 (*Description of Short and Leveraged Commodity Securities*)

"Main Market" means the Main Market of the London Stock Exchange

"Management Fee" means the management fee payable by the Issuer to ManJer in consideration for the provision by ManJer of all management and administration services in relation to the Programme, as set out in Part 1 (*General*) under "Management Fee and Licence Allowance", as that amount may be adjusted from time to time

"ManJer" means WisdomTree Management Jersey Limited (formerly ETFS Management Company (Jersey) Limited), a company incorporated and registered in Jersey on 16 November 2010, with registered number 106921

"Market Disruption Day" means:

(i) in respect of an Individual Commodity Index, a General Trading Day which is a Trading Day for that Individual Commodity Index on which a Market Disruption Event occurs or is continuing in the Relevant Market on the Relevant Exchange for that Individual Commodity Index;

(ii) in respect of a Composite Commodity Index, a General Trading Day which is a Trading Day in respect of each futures contract by reference to the Settlement Price for which that Composite Commodity Index is calculated (in whole or in part) but on which a Market Disruption Event occurs or is continuing in the Relevant Market on the Relevant Exchange for any such futures contract;

(iii) in respect of a futures contract the Settlement Price for which is included in the calculation of a Commodity Index, a General Trading Day which is a Trading Day for that futures contract and on which a Market Disruption Event occurs or is continuing in the Relevant Market on the Relevant Exchange on which that futures contract is traded; or

(iv) in respect of a commodity in connection with a Commodity Index (or class of Short or Leveraged Commodity Securities), a Market Disruption Day for a futures contract in respect of that commodity the Settlement Price for which is included in the calculation of that Commodity Index (or the Commodity Index relating to that class of Short or Leveraged Commodity Securities)

"Market Disruption Event" means:

(a) in respect of a particular Individual Commodity Index, any of the following events:

(i) the Relevant Exchange fails to determine, announce or publish the relevant Settlement Price(s); or

(ii) the termination or suspension of, or material limitation or disruption in the trading of, any Lead Future or Next Future used in the calculation of an Individual Commodity Index; or

(iii) the Settlement Price of the Lead Future or Next Future used in the calculation of the Individual Commodity Index reflects the maximum permitted price change (as set from time to time by the Relevant Exchange for that Lead Future or Next Future) from the previous day's Settlement Price; and

(b) in respect of any Composite Commodity Index means any event described in paragraphs (a)(i), (ii) or (iii) of this definition in relation to any futures contract the Settlement Price for which is included in the calculation of that Composite Commodity Index (and, for such purposes, references in sub-paragraphs (a)(ii) and (iii) of this definition to "any Lead Future or Next Future used in the calculation of an Individual Commodity Index" shall be construed, in relation to a commodity comprised in a Composite Commodity Index, as references to the Lead Future or Next Future with respect to that commodity the Settlement Price of which is used in the calculation of that Composite Commodity Index; and

(c) in respect of a commodity in connection with a Commodity Index (or a class of Short or Leveraged Commodity Securities), any event described in sub-paragraph (a)(i), (ii) or (iii) of this definition in relation to the futures contract in respect of that commodity the Settlement Price of which is included in the calculation of that Commodity Index (or the Commodity Index relating to that class of Short or Leveraged Commodity Securities) (and, for such purposes, references in sub-paragraphs (a)(ii) and (iii) of this definition to "any Lead Future or Next Future used in the calculation of an Individual Commodity Index" shall be construed, in relation to such commodity, as references to the Lead Future or Next Future with respect to that commodity used in the calculation of that Composite Commodity Index (or the Commodity Index relating to that class of Short or Leveraged Commodity Securities)),

in each case as determined by the Calculation Agent for the purposes of one or more Facility Agreements

"MiFID II" means EU Directive 2014/65/EU (the Markets in Financial Instruments Directive), as amended

"Minimum Creation Amount" means the minimum amount stipulated under the Facility Agreements for creation of Commodity Contracts (and the corresponding minima on the issue of Short and Leveraged Commodity Securities), as set out under the heading "Applications and Redemptions — Application Processes" in Part 4 (*Description of Short and Leveraged Commodity Securities*)

"MLI" means Merrill Lynch International, a company incorporated and registered in England and Wales with number 2312079 whose registered office is situated at 2 King Edward Street, London EC1A 1HQ, England and includes its successors and assignees

"**MLI Capital Adjustment Agreement**" means the agreement entitled "Capital Adjustment Agreement relating to Short and Leveraged Commodity Contracts" dated 29 June 2017 between the Issuer and MLI

"MLI Classic and Longer Dated Facility Agreement" means the agreement dated 29 June 2017 between the Issuer and MLI entitled "MLI Facility Agreement relating to Classic and Longer Dated Commodity Contracts

"MLI Control Agreement" means the collateral account control agreement entered into between the Issuer, MLI and the Securities Intermediary dated as of 29 June 2017

"MLI Facility means the Facility Agreement dated 29 June 2017 between the

Agreement"	Issuer and MLI
"MLI Security Agreement"	means the security agreement dated as of 29 June 2017 which is in relation to and supplements the MLI Facility Agreement
"month"	means calendar month
"Moody's"	means Moody's Investors Service Inc. (or any successor to the ratings business thereof)
"Net Exposure"	in respect of any class of Commodity Contract, to any Relevant Commodity at any time means the product of the Exposure to that Relevant Commodity and the Leverage Factor applicable to that class
"New York Business Day"	means a day (other than a Saturday or a Sunday) on which banks are open for the transaction of general business in New York
"Next Future"	means (a) for an Individual Commodity Index and a Trading Day with respect thereto, the particular futures contract which is the "Next Future" or "Next Contract" (as defined in the Handbook) for that Individual Commodity Index on that Trading Day and (b) for a commodity comprised in a Composite Commodity Index but which is not the subject of an Individual Commodity Index and a Trading Day with respect thereto, the particular futures contract which is the "Next Future" (as defined in the Handbook) for that commodity in relation to that Composite Commodity Index on that Trading Day
"Notice Deadline"	means, on a General Trading Day, the earlier of 2.30 p.m. or such other time determined by the Issuer as the Notice Deadline in respect of a particular General Trading Day or generally
"NYMEX"	means New York Mercantile Exchange, Inc., including its wholly owned subsidiary Commodity Exchange Inc.
"Official List"	means the official list maintained by Euronext Dublin.
"**One Times Short Commodity Security**"	means a Short or Leveraged Commodity Security of a class specified as such in the relevant list in paragraph 5 of Part 13 (*Additional Information*)
"One Times Short Index Security"	means a Short or Leveraged Commodity Security of a class specified as such in the relevant list in paragraph 5 of Part 13 (*Additional Information*)
"One Times Short Individual Security"	means a Short or Leveraged Commodity Security of a class specified as such in the relevant list in paragraph 5 of Part 13 (*Additional Information*)
"Original Index"	means in respect of a class of Second Month Securities, the Individual Commodity Index applicable to that class immediately prior to the Index Substitution
"Out of Hours"	has the meaning given in the Conditions
"Out of Hours Index Value"	has the meaning given in the Conditions
"**outstanding**"	means in relation to each class of Short or Leveraged Commodity Securities, all the Short or Leveraged Commodity Securities of that class issued and in respect of which there is for the time being an entry in the Register other than:

(a) Short or Leveraged Commodity Securities which have been redeemed and cancelled pursuant to the Trust Instrument; and
(b) Short or Leveraged Commodity Securities which have been purchased and cancelled pursuant to the Trust Instrument,

PROVIDED THAT for the purpose of the right to attend and vote at any meeting of the Security Holders or any of them and certain other purposes of the Trust Instrument, Short or Leveraged Commodity Securities (if any) which are for the time being held by, for the benefit of, or on behalf of, (A) the Issuer, (B) a Commodity Contract Counterparty, (C) ETFSL or a Guarantor, (D) any subsidiary of the Issuer or of a Commodity Contract Counterparty, (E) any individual Controller of the Issuer or Guarantor or (F) any person controlled by any such persons listed in (A) to (E) above shall (unless and until ceasing to be so held) be deemed not to remain outstanding and accordingly the holders of such Short or Leveraged Commodity Securities shall be deemed not to be Security Holders

"Overseas Person" means a person whose activities are not subject to the prohibition in Section 19 of the FSMA by virtue of its not carrying on such activities in the United Kingdom, whose head office is situated outside the United Kingdom and whose ordinary business involves carrying on activities of the kind specified by any of articles 14, 21, 25, 37, 40, 45, 51, 52 and 53 or, so far as relevant to any of those articles, article 64 of the RAO (or would do so apart from any exclusion from any of those articles made by the RAO)

"Pool" means a separate fund or pool to which Short or Leveraged Commodity Securities of a particular class are attributable

"Price" means the price determined in accordance with Condition 5 and "**Pricing**" (other than when used in the terms Pricing Date and Pricing Day) shall be construed accordingly

"Pricing Date" has the meaning given in the Conditions

"Pricing Day" means:

(a) for each class of Short or Leveraged Individual Securities, a General Trading Day which is a Trading Day for the Individual Commodity Index applicable to that class of Short or Leveraged Commodity Securities that is not a Market Disruption Day for that Individual Commodity Index (other than a Market Disruption Day for which a substitute value for that Individual Commodity Index is determined by the Calculation Agent in accordance with the provisions of the Facility Agreements), provided that in the case of a class of Three Times Commodity Security or Second Month Security, a Restrike Disruption Day in respect of such class shall not be a Pricing Day in respect of such class;

(b) for each class of Short or Leveraged Index Securities, a General Trading Day which is a Trading Day for each of the futures contracts by reference to the Settlement Price for which the Composite Commodity Index relating to that class of Short or Leveraged Index Security is calculated (in whole or in part) that is not a Market Disruption Day for any such futures contracts (other than a Market Disruption Day for which a substitute value for that Composite Commodity Index is determined by the Calculation Agent in accordance with the provisions of the Facility Agreements);

(c) for each futures contract the Settlement Price for which is included in the calculation of a Commodity Index, a General Trading Day which is a Trading Day for that futures contract and which is not a Market Disruption Day for that futures contract; or

(d) for each commodity in connection with a Commodity Index (or class of Short or Leveraged Commodity Securities), a General Trading Day

which is a Trading Day for the futures contract relating to that commodity the Settlement Price for which is included in the calculation of that Commodity Index (or that class of Short or Leveraged Commodity Securities) and which is not a Market Disruption Day for that futures contract

"Pricing Notice"	means a Redemption Form or a Withdrawal Notice
"Principal Amount"	in respect of each Short or Leveraged Commodity Security means the amount specified as such in respect of such Short or Leveraged Commodity Security as set out in paragraph 5 of Part 13 (*Additional Information*)
"Programme"	means the programme for the issue of Short and Leveraged Commodity Securities described in this document
"**Prohibited Benefit Plan Investor**"	means any "employee benefit plan" within the meaning of section 3(3) of the United States Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), subject to Part 4. Subtitle B of Title I of ERISA, any "plan" to which section 4975 of the United States Internal Revenue Code of 1986, (the "Code") applies (collectively, "Plans"), any entity whose underlying assets include "plan assets" of any of the foregoing Plans within the meaning of 29 C.F.R. Section 2510.3-101 or section 3(42) of ERISA, as they may be modified, by reason of a Plan's investment in such entity, any governmental or church plan that is subject to any U.S. federal, state or local law that is similar to the prohibited transaction provisions of ERISA or Section 4975 of the Code, or any person who holds Short and Leveraged Commodity Securities on behalf of, for the benefit of or with any assets of any such Plan or entity
"Prohibited US Person"	means a US Person who is not a Qualified Purchaser, or any person who holds Short or Leveraged Commodity Securities for the benefit of a US Person who is not a Qualified Purchaser
"Prospectus"	means this base prospectus of the Issuer
"Prospectus Directive"	means Directive 2003/71/EC of the European Parliament and the European Council
"**Prospectus for Classic and Longer Dated Securities**"	means the prospectus of the Issuer dated on or around the date of this Prospectus in relation to the Classic and Longer Dated Securities
"Prospectus Regulation"	means Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (as amended)
"Prospectus Regulation Rules"	means the prospectus regulation rules of the FCA from time to time, made under sections 73A and 84 of FSMA
"Qualified Purchaser"	means a "qualified purchaser" as defined under the Investment Company Act
"RAO"	means the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (as amended, modified or re-enacted from time to time) made under the FSMA
"Redemption"	means the redemption of Short and Leveraged Commodity Securities by the Issuer in accordance with the Conditions (and "**Redeem**" shall be construed accordingly)
"Redemption Amount"	means the amount payable by the Issuer to the Security Holder upon the Redemption of Short and Leveraged Commodity Securities, as may be

reduced for any withholdings or deductions for or on account of tax as set out in Condition 9.5

"Redemption Fee" means the fee payable by a Security Holder upon Redemption of Short and Leveraged Commodity Securities in accordance with Condition 10 and on which more information can be found under the heading "Application Fees and Redemption Fees" in Part 4 (*Description of Short and Leveraged Commodity Securities*)

"Redemption Form" means an Agreed Redemption Form or a Settlement Redemption Form in the form prescribed from time to time by the Issuer and in accordance with the Conditions, as the case may be

"Redemption Limits" means the limits on Redemption set out in Condition 7.6 and on which more information is set out in Part 4 (*Description of Short and Leveraged Commodity Securities*) under the heading "Applications and Redemptions — Creation Limits and Redemption Limit"

"**Redemption Payment Date**" means:

(a) in the case of a Redemption pursuant to a Settlement Redemption Form, the second London Business Day following such Pricing Date, provided that if either that day or the preceding London Business Day is not also a New York Business Day then the Redemption Payment Date shall be on the Business Day next following the day that would have been the Redemption Payment Date but for this proviso; or

(b) in the case of a Redemption pursuant to an Agreed Redemption Form, the London Business Day specified for such payment in that form; provided that the date so specified shall be not earlier than one London Business Day following the day upon which that form was deemed to have been received by the Issuer; or

(c) in the case of a Redemption in accordance with a Listing Failure, the second London Business Day following the relevant Listing Failure Date; provided that if either that day or the preceding London Business Day is not also a New York Business Day then the Redemption Payment Date shall be on the Business Day next following the day that would have been the Redemption Payment Date but for this proviso, or such other Business Day as may be agreed by the relevant Commodity Contract Counterparty and the Authorised Participant who submitted the relevant Redemption Form; or

(d) in the case of a Redemption following the nomination of a Compulsory Redemption Date, the London Business Day which is the second London Business Day following such last Pricing Day, provided that if either that day or the preceding London Business Day is not also a New York Business Day then the Redemption Payment Date shall be on the Business Day next following the day that would have been the Redemption Payment Date but for this proviso

"Registers" means the registers of Security Holders of each class kept and maintained by the Registrar and "**Register**" shall be construed accordingly

"Registrar" means Computershare Investor Services (Jersey) Limited or such other person as may be appointed by the Issuer from time to time to maintain the Registers

"Registrar Agreement" means the registrar agreement dated 14 December 2012 between the Registrar, the Issuer and the Trustee

"Regulated Market" means a regulated market for the purposes of MiFID II, as amended

"Regulations" means the Companies (Uncertificated Securities) (Jersey) Order

1999 including any modifications thereto or any regulations in substitution therefor made and for the time being in force which, inter alia, enable title to Short and Leveraged Commodity Securities to be evidenced otherwise than by a certificate and transferred otherwise than by a written instrument

"Relevant Commodities" means in respect of any class of Index Commodity Contracts the commodities the Settlement Prices of futures contracts relating to which are included in the calculation of the Composite Commodity Index relating to that class of Index Commodity Contracts and "Relevant Commodity" means (i) in respect of any class of Index Commodity Contracts any of the Relevant Commodities; and (ii) in respect of any class of Individual Commodity Contracts means the commodity the Settlement Price(s) of futures contract(s) relating to which are included in the calculation of the Individual Commodity Index relating to that class of Individual Commodity Contracts

"Relevant Exchange" means:

(a) for each Individual Commodity Index, the futures exchange on which is traded the futures contract by reference to the prices of which that Individual Commodity Index is calculated;

(b) in relation to a commodity comprised in a Composite Commodity Index, the futures exchange on which is traded the futures contract for that commodity the Settlement Price of which is included in the calculation of that Composite Commodity Index; and

(c) in relation to a futures contract the Settlement Price of which is included in the calculation of a Commodity Index, the futures exchange on which that futures contract is traded

"Relevant Market" means (a) in respect of an Individual Commodity Index, the market conducted on the Relevant Exchange for the futures contracts by reference to which the Individual Commodity Index is calculated and (b) in relation to a commodity comprised in a Composite Commodity Index, the market conducted on the Relevant Exchange for the futures contract for that commodity the Settlement Price of which is included in the calculation of that Composite Commodity Index

"**Required Security Document**" means, with respect to an Authorised Participant Agreement and a Commodity Contract Counterparty, each security that the relevant Commodity Contract Counterparty requires the Issuer to execute over the Property to be Assigned (as defined in the conditions) in favour of the relevant Commodity Contract Counterparty as security for the Secured Obligations (which may include, but shall not be limited to, a Security Assignment), having regard to the jurisdiction of incorporation of the Authorised Participant (or proposed Authorised Participant) or of the branch through which such person is acting for the purposes of such Authorised Participant Agreement (as the case may be)

"Restrike Cost" has the meaning given in the Conditions

"Restrike Day" has the meaning given in the Conditions

"Restrike Disruption Day" has the meaning given in the Conditions

"Restrike Event" has the meaning given in the Conditions

"Restrike Index Value" has the meaning given in the Conditions

"**Restrike Index Value** has the meaning given in the Conditions

Determination Window"

"RIS" means a Regulatory Information Service (as defined for the purposes of the Listing Rules) from time to time chosen by the Issuer

"Roll Period" means the dates on which for the purposes of calculating the Bloomberg Commodity Index[SM] and related indices the futures contracts used are "rolled" from the Lead Future to the Next Future in accordance with the Handbook, normally being in respect of a month each of the sixth to tenth (inclusive) General Trading Days of that month

"S&P" means S&P Global Ratings (formerly known as Standard & Poor's Rating Services), a division of S&P Global, Inc. (or any successor to the ratings business thereof)

"**Second Month Index**" or "**Substituted Index**" means in respect of each class of Second Month Securities the commodity index substituted for the Individual Commodity Index previously applicable to that class pursuant to the Index Substitution

"**Second Month Securities**" means the WisdomTree WTI Crude Oil 2x Daily Leveraged Individual Securities, the WisdomTree WTI Crude Oil 1x Daily Short Individual Securities, the WisdomTree Natural Gas 2x Daily Leveraged Individual Securities, the WisdomTree Natural Gas 1x Daily Short Individual Securities, the WisdomTree Brent Crude Oil 2x Daily Leveraged Individual Securities and the WisdomTree Brent Crude Oil 1x Daily Short Individual Securities

"Secured Obligations" means:

(a) all present and future obligations (which, for the avoidance of doubt, are all limited recourse obligations) of the Issuer to the relevant Commodity Contract Counterparty on account of Creation Amounts and interest thereon; and

(b) all losses, damages, legal and other costs, charges and expenses sustained, suffered or incurred by the relevant Commodity Contract Counterparty arising out of or in connection with any act, matter or thing done or omitted to be done by the Issuer under the Facility Agreement or the Security Assignment or any other security document required under the Facility Agreement

"Secured Property" means in respect of Short or Leveraged Commodity Securities of any class, all rights of the Issuer under the corresponding Facility Agreement(s), Security Agreement(s), Control Agreement(s), Commodity Contracts and any Guarantee to the extent that they apply to payments due in respect of Short or Leveraged Commodity Securities of that class, or any part thereof, and all rights of the Issuer to the Collateral, and which are subject to the security created in favour of the Trustee pursuant to the applicable Security Deed

"Securities Act" means the Securities Act of 1933 of the U.S.

"Security" means in respect of each Pool the security constituted by the applicable Security Deed

"Security Agreement" means, in relation to any Facility Agreement in respect of which the Commodity Contract Counterparty enters into a security agreement supplemental to that Facility Agreement, such security agreement and includes the CGML Security Agreement and the MLI Security Agreement

"Security Assignment" means, in respect of each Authorised Participant Agreement and each Commodity Contract Counterparty, the Security Assignment pertaining to that Authorised Participant Agreement as it applies in relation to that

	Commodity Contract Counterparty entered into between the Issuer and the relevant Commodity Contract Counterparty and securing the Secured Obligations of the Issuer to that Commodity Contract Counterparty
"Security Conditions"	means, with respect to a proposed Authorised Participant and a Commodity Contract Counterparty, that (a) each Required Security Document with respect to the relevant Authorised Participant Agreement and Commodity Contract Counterparty has been duly executed by the Issuer, (b) notice (duly executed by the Issuer) of each such Required Security Document has been duly given by the Issuer to such proposed Authorised Participant and (c) such proposed Authorised Participant has executed an acknowledgement of such notice in favour of the relevant Commodity Contract Counterparty
"Security Deed"	means in respect of each Pool and the corresponding class of Commodity Contracts, the security deed entered into between the Issuer and the Trustee pertaining to that Pool
"Security Holder"	means a registered holder of Short or Leveraged Commodity Securities
"Services Agreement"	means the Services Agreement dated 14 December 2012 between ManJer and the Issuer providing for certain services to be provided by ManJer to the Issuer
"Settlement Price"	means, in relation to any Pricing Day and a futures contract traded on a Relevant Exchange, the official settlement price of the Relevant Exchange for such day in relation to such futures contract as determined in accordance with the regulations of the Relevant Exchange
"Settlement Pricing"	has the meaning given in Condition 7.1(a)
"**Settlement Redemption Form**"	means a notice in the form prescribed from time to time by the Issuer for requesting Redemption of Short and Leveraged Commodity Securities using Settlement Pricing
"Short and Leveraged Commodity Securities"	means Short and Leveraged Index Securities and Short and Leveraged Individual Securities and "**Short or Leveraged Commodity Securities**" means any of them
"**Short and Leveraged Index Securities**"	means Short Index Securities and Leveraged Index Securities and "**Short or Leveraged Index Securities**" means any of them
"**Short and Leveraged Individual Securities**"	means Short Individual Securities and Leveraged Individual Securities and "**Short or Leveraged Individual Securities**" means any of them
"Short Commodity Securities"	means One Times Short Index Securities, One Times Short Individual Securities and Three Times Short Individual Securities
"Short Index Securities"	means One Times Short Index Securities
"Short Individual Securities"	means One Times Short Individual Securities and Three Times Short Individual Securities
"Spread"	means the Spread agreed between the Issuer and each Commodity Contract

Counterparty for the purposes of the relevant Capital Adjustment Agreement (initially agreed to be 0.85 per cent. per annum in respect of the One Times Short Commodity Securities, 1.90 per cent. per annum in respect of the Three Times Short Individual Securities, 1.30 per cent. per annum in respect of the Two Times Leveraged Commodity Securities and 1.60 per cent. per annum in respect of the Three Times Leveraged Individual Securities)

"subsidiary" has the meaning given to that term in section 1159 of the Companies Act 2006

"System" means the system implemented by the Issuer for requesting the issue and redemption of Short and Leveraged Commodity Securities and the creation and cancellation of Commodity Contracts via the secure website maintained by the Issuer for such purpose as described under the heading "Applications and Redemptions – The System" in Part 4 (*Description of Short and Leveraged Commodity Securities*)

"tax" means any VAT, tax, income tax, capital gains tax, corporation tax, goods and services tax, withholding tax, stamp, financial institutions, registration and other duties, bank accounts debits tax, import/export tax or tariff and any other taxes, levies, imposts, deductions, interest, penalties and charges imposed or levied by a government or government agency

"terminate" in relation to a Commodity Contract means 'terminate' or 'close out' the obligations established by such Commodity Contract

"**Three Times Commodity Security**" means a Three Times Short Individual Security or a Three Times Leveraged Individual Security

"**Three Times Leveraged Individual Security**" means a Short or Leveraged Commodity Security of a class specified as such in the relevant list in paragraph 5 of Part 13 (*Additional Information*)

"**Three Times Short Individual Security**" means a Short or Leveraged Commodity Security of a class specified as such in the relevant list in paragraph 5 of Part 13 (*Additional Information*)

"**Trading Day**" means:

(a) for an Individual Commodity Index, a day on which the Relevant Exchange for that Individual Commodity Index is open for trading during its regular trading session, notwithstanding such Relevant Exchange closing prior to its scheduled closing time;

(b) for a Composite Commodity Index a day on which all the Relevant Exchanges for each commodity comprised in that Composite Commodity Index are open for trading during their regular trading session, notwithstanding any of such Relevant Exchanges closing prior to their scheduled closing time;

(c) for a futures contract the Settlement Price of which is included in the calculation of a Commodity Index, a day on which the Relevant Exchange for that futures contract is open for trading during its regular trading session, notwithstanding such Relevant Exchange closing prior to its scheduled closing time; or

(d) for a commodity in connection with a Commodity Index (or class of Short or Leveraged Commodity Securities), a Trading Day (pursuant to sub-paragraph (c) above) for a futures contract in respect of that commodity the Settlement Price for which is included in the calculation of that Commodity Index (or the Commodity Index relating to that class of Short or Leveraged Commodity Securities)

"Transparency Directive"	means Directive 2004/109/EC of the European Parliament and the European Council
"Transparency Rules"	means the disclosure rules and transparency rules of the FCA from time to time, made under section 73A of the FSMA
"Trustee"	means The Law Debenture Trust Corporation p.l.c. of Fifth Floor, 100 Wood Street, London EC2V 7EX, England and any replacement trustee under the Trust Instrument
"Trust Instrument"	means the trust instrument dated 8 February 2008, between the Issuer and the Trustee constituting Short and Leveraged Commodity Securities and includes the schedules thereto and the Conditions
"**Two Times Leveraged Commodity Securities**"	means Two Times Leveraged Individual Securities and Two Times Leveraged Index Securities
"**Two Times Leveraged Index Security**"	means a Short or Leveraged Commodity Security of a class specified as such in the relevant list in paragraph 5 of Part 13 (*Additional Information*)
"**Two Times Leveraged Individual Security**"	means a Short or Leveraged Commodity Security of a class specified as such in the relevant list in paragraph 5 of Part 13 (*Additional Information*)
"UBS Group"	means UBS AG and its Affiliates, and includes UBS Securities
"UBS Securities"	means UBS Securities LLC, a corporation incorporated in Delaware, United States whose principal office is situated at 299 Park Avenue, New York, NY 10171, U.S.A
"UCITS Scheme"	means a scheme that falls within the definition of a "UCITS Scheme" contained in the FCA Glossary
"UK Listing Authority"	means the FCA in its capacity as the competent authority for the purposes of Part VI of the FSMA
"UK Official List"	means the official list maintained by the FCA for the purposes of Part VI of FSMA
"UK Prospectus Regulation"	means the UK version of Regulation (EU) No 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC, which is part of UK law by virtue of the European Union (Withdrawal) Act 2018
"**Unacceptable Authorised Participant**"	means an Authorised Participant (a) in respect of which the relevant Commodity Contract Counterparty has given and not withdrawn notice under the relevant Facility Agreement that the Authorised Participant has ceased to be acceptable to such Commodity Contract Counterparty or (b) which is an "Unacceptable Authorised Participant" (as defined in the Classic and Longer Dated Facility Agreement) for the purposes of the Classic and Longer Dated Facility Agreement
"Uncertificated Form"	means recorded on a Register as being held in uncertificated form, title to which, by virtue of the Regulations, may be transferred by means of CREST
"United Kingdom" or **"UK"**	means the United Kingdom of Great Britain and Northern Ireland

"**United States**" or "**U.S**." or "**U.S.A**."	means the United States of America, its territories and possessions, any state of the United States and the District of Columbia
"US Dollars" or **"US$"**	means the lawful currency of the United States
"US Person"	means a "US person" as defined in Regulation S under the Securities Act
"VAT"	means value added tax
"Website"	means the website of Bloomberg at http://www.bloombergindexes.com/
"**WisdomTree Short and Leveraged Commodity Securities**" and "**Short and Leveraged Commodity Securities**"	means Short Commodity Securities and Leveraged Commodity Securities and "**WisdomTree Short or Leveraged Commodity Securities**" or "**Short or Leveraged Commodity Securities**" means any of them

References in this document to a particular time are references to the time applicable in London, United Kingdom.

References in this document to any legislation of the European Union includes reference to such legislation as it applies in the United Kingdom pursuant to the European Union (Withdrawal) Act 2018 of the United Kingdom, the European Union (Withdrawal Agreement) Act 2020 of the UK and any other applicable UK legislation in relation to the "on-shoring" of retained EU law.

Whilst certain agreements were entered into before the Prospectus Regulation came into force, Article 46(2) of the Prospectus Regulation provides that references to the Prospectus Directive should be construed as references to the Prospectus Regulation. Any references to the Prospectus Directive in this Prospectus are, therefore, to be construed as references to the Prospectus Regulation and any reference to any particular provision of the Prospectus Directive is to be construed accordingly.

Unless the context otherwise requires, references in this document to any agreement or document includes a reference to such agreement or document, as amended, varied, novated, supplemented or replaced from time to time and unless otherwise stated or the context otherwise requires references in this document to any statute or any provision of any statute includes a reference to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such modification or re-enactment, in each case in force as at the date of this Prospectus.

DIRECTORS, SECRETARY AND ADVISERS

Directors of the Issuer	Stuart Bell Chris Foulds Steven Ross Peter M. Ziemba All the Directors are non-executive.
Secretary of the Issuer	R&H Fund Services (Jersey) Limited
Corporate administrator of the Issuer	R&H Fund Services (Jersey) Limited
Registered office of the Issuer and address of directors, secretary and corporate administrator of the Issuer	The address of all the Directors and of the secretary of the Issuer is the registered office of the Issuer, which is: Ordnance House 31 Pier Road St. Helier Jersey JE4 8PW Channel Islands Tel: +44 1534 825200 https://www.wisdomtree.com
Management and administrative service provider	WisdomTree Management Jersey Limited Ordnance House 31 Pier Road St. Helier Jersey JE4 8PW Channel Islands
Trustee	The Law Debenture Trust Corporation p.l.c. Fifth Floor 100 Wood Street London EC2V 7EX United Kingdom
Calculation Agent	Merrill Lynch International 2 King Edward Street London EC1A 1HQ
Securities Intermediary	The Bank of New York Mellon One Wall Street New York New York 10286 United States of America
English Legal Advisers to the Issuer	W Legal Limited 47 Red Lion Street London WC1R 4PF United Kingdom
English Tax Legal Advisers to the Issuer	Dechert LLP 160 Queen Victoria Street London EC4V 4QQ United Kingdom

Jersey Legal Advisers to the Issuer	Mourant Ozannes 22 Grenville Street St. Helier Jersey JE4 8PX Channel Islands
English Legal Advisers to the Trustee	Simmons & Simmons LLP CityPoint 1 Ropemaker Street London EC2Y 9SS United Kingdom
Jersey Legal Advisers to the Trustee	Ogier Ogier House The Esplanade St. Helier Jersey JE4 9WG Channel Islands
Austrian Legal Advisers to the Issuer	Dorda Brugger Jordis Rechtsanwälte GmbH Dr-Karl-Lueger-Ring 10 1010 Vienna Austria
Belgian Legal Advisers to the Issuer	Janson Baugniet Chaussée de la Hulpe 1170 Brussels Belgium
Danish Legal Advisers to the Issuer	DLA Piper Denmark Law Firm P/S Raadhuspladsen 4 DK-1550 Copenhagen V Denmark
Dutch Legal Advisers to the Issuer	Stibbe N.V. Beethovenplein 10 1077 WM Amsterdam The Netherlands
Finnish Legal Advisers to the Issuer	Dittmar & Indrenius Pohjoisesplanadi 25 A FI-00100 Helsinki Finland
French Legal Advisers to the Issuer	Dechert LLP 32 Rue de Monceau 75008 Paris France
German Legal Advisers to the Issuer	Dechert LLP Skygarden Erika-Mann-Straße 5 80636 Munich Germany
German Listing and Paying Agent	HSBC Trinkaus & Burkhardt AG Königsallee 21/23 40212 Düsseldorf Germany

Irish Legal Advisers to the Issuer	A&L Goodbody IFSC North Wall Quay Dublin 1 Ireland
Italian Legal Advisers to the Issuer	CBA Studio Legale e Tributario Galleria San Carlo 6 20122 Milano Italy
Norwegian Legal Advisers to the Issuer	Advokatfirmaet Wiersholm AS Dokkveien 1 PO Box 1400 Vika No-0115 Oslo Norway
Spanish Legal Advisers to the Issuer	Cuatrecasas, Gonçalves Pereira C/Almagro, 9-28010 Madrid Spain
Swedish Legal Advisers to the Issuer	Harvest Advokatbyrå AB Hamngatan 15 Box 7225 103 89 Stockholm Sweden
Auditors of the Issuer	Ernst & Young LLP Liberation House Castle Street St Helier Jersey JE1 1EY Channel Islands Ernst & Young LLP is a registered auditor with the Institute of Chartered Accountants in England and Wales
Registrar	Computershare Investor Services (Jersey) Limited Queensway House Hilgrove Street St. Helier Jersey JE1 1ES Channel Islands

DOCUMENTS INCORPORATED BY REFERENCE

The following documents have been filed with the Central Bank of Ireland and the FCA, are incorporated into this document by reference and are available at the Issuer's website at https://www.wisdomtree.eu/en-gb/resource- library/prospectus-and-regulatory-reports#tab-2A942D42-5AA1-4008-9080-3C2DADB050A7 (under the 'Regulatory Reports' section and the 'WisdomTree Jersey Issuer Tax Information' tab, the documents listed below are entitled 'ETFS Commodity Securities Ltd – Annual Account 2018' and 'WisdomTree Commodity Securities Ltd – Annual Account 2019') and at the registered office of the Issuer as set out in paragraph 8 of Part 13 (*Additional Information*):

1. the published audited reports and accounts of the Issuer for the year ended 31 December 2018 as published by the Issuer through the Regulatory News Service of the London Stock Exchange on 13 March 2019; and

2. the published audited reports and accounts of the Issuer for the year ended 31 December 2019 as published by the Issuer through the Regulatory News Service of the London Stock Exchange on 15 May 2020.

No documents referred to in the above documents are themselves incorporated into this Prospectus and other than the documents specifically identified above, no other documents, including the contents of any websites or web pages referred to in this Prospectus, form part of this Prospectus for purposes of the Prospectus Regulation or the Prospectus Regulation Rules.

The sections of the documents listed above which are not incorporated by reference are either not relevant for investors or are covered elsewhere in this Prospectus.

Emphasis of Matter in 2019 Issuer Accounts

The Issuer notes that the published audited reports and accounts of the Issuer for the year ended 31 December 2019 (the "**2019 Issuer Accounts**") are incorporated into the Prospectus by reference. In the 2019 Issuer Accounts, the Auditors of the Issuer included an emphasis of matter. The full text of the emphasis of matter is as follows:

> 'We draw attention to Note 2, Note 12(f)(i) and Note 14 of the financial statements, which describes the economic and social disruption the company is facing as a result of COVID-19 which is impacting financial markets and creating greater volatility in commodity prices. Our opinion is not modified in respect of this matter.'

The reasons for such emphasis of matter, as set out in the 2019 Issuer Accounts are summarised, below. The full text of the Notes referenced in the emphasis of matter are available in the 2019 Issuer Accounts.

The value of the Issuer's liability in respect of the Commodity Securities fluctuates according to the performance of the underlying commodity index and the risk of such change in price is managed by the Issuer by entering into Commodity Contracts with the Commodity Contract Counterparties which match the liability. The Issuer therefore bears no financial risk from a change in the price of a commodity, commodity index or currency by reference to the futures price. However there is an inherent risk from the point of view of investors as the price of commodities, and thus the value of the Commodity Securities, may vary widely due to, amongst other things, changing supply or demand, government and monetary policy or intervention and global or regional political, economic or financial events.

Coronavirus disease (COVID-19)

On 11 March 2020, the Director-General of the World Health Organisation ("WHO") announced that the WHO had assessed the worldwide outbreak of COVID-19 as a pandemic. National governments and supranational organisations in multiple states have taken steps designed to protect their populations from COVID-19, including requiring or encouraging home working, the cancellation of sporting, cultural and other events and restricting or discouraging gatherings of people.

COVID-19 has created market turmoil and increased market volatility generally. The steps outlined above, and public sentiment, may affect both the volatility and prices of commodities and hence the prices of the Securities, and such effects may be significant and may be long-term in nature.

The directors are closely monitoring the advice and developments relating to the spread of COVID-19, which is fluid and rapidly changing.

The market price of Commodity Securities is (and will remain) a function of supply and demand amongst investors wishing to buy and sell Commodity Securities and the bid-offer spread that the market makers are willing to quote.

Following an analysis of the potential impact of the price of Crude Oil WTI futures, the Issuer decided that a significant increase in the number of relevant Commodity Securities in issue may impact on the Commodity Contract Counterparties' ability to hedge the exposure under the relevant Commodity Contracts in these particularly volatile markets. Having regard to the interests of existing Security Holders in the relevant Commodity Securities, rather than potential future Security Holders, a decision was made to focus the attention of the Commodity Contract Counterparties on providing (and hedging) the current exposures rather than taking on additional exposures during this volatile period.

As a result, on 24 April 2020 the Issuer released an announcement to the Stock Exchanges that with effect from 2.30pm (London time) the Issuer would temporarily no longer accept applications from Authorised Participants for new Short and Leveraged Commodity Securities of the following classes:

WisdomTree WTI Crude Oil 2x Daily Leveraged (Ticker: LOIL, ISIN: JE00BDD9Q840); and

WisdomTree WTI Crude Oil 1x Daily Short (Ticker: SOIL, ISIN: JE00B24DK975).

The Issuer released a further announcement on 3 September to the Stock Exchanges that the Issuer was accepting applications from Authorised Participants for new Short and Leveraged Commodity Securities of the above mentioned classes.

On 30 April 2020 the Company released a further announcement to the Stock Exchanges that with effect from 2.30pm (London) the Company would temporarily no longer accept applications from Authorised Participants for new Classic and Longer Dated Commodity Securities of the following class:

WisdomTree WTI Crude Oil (Ticker: CRUD, ISIN GB00B15KXV33).

The Issuer released a further announcement on 1 July to the Stock Exchanges that the Issuer was accepting applications from Authorised Participants for new Classic and Longer Dated Commodity Securities of the above mentioned class.

PART 1

GENERAL

Introduction

The Issuer has created and is currently making available for issue 120 different classes of Short and Leveraged Commodity Securities, of four different kinds:

- One Times Short Commodity Securities, which (before fees and adjustments and in the absence of Market Disruption Events and, in the case of Second Month Securities, Restrike Events) move daily in the inverse (opposite) direction to a Commodity Index (by minus one times the daily percentage change in the level of that Commodity Index);
- Three Times Short Individual Securities, which give an exposure (before fees and adjustments and in the absence of Market Disruption Events and Restrike Events) to minus three times the daily percentage change in the level of a Commodity Index;
- Two Times Leveraged Commodity Securities, which give an exposure (before fees and adjustments and in the absence of Market Disruption Events and, in the case of Second Month Securities, Restrike Events) to twice the daily percentage change in the level of a Commodity Index; and
- Three Times Leveraged Individual Securities, which give an exposure (before fees and adjustments and in the absence of Market Disruption Events and Restrike Events) to three times the daily percentage change in the level of a Commodity Index.

Short and Leveraged Commodity Securities give investors the following:

- exposure to the movement in prices of individual commodities or groups of commodities, using the particular futures market contracts and roll periods determined by one of the world's leading providers of commodity indices;
- exposure to daily changes in the level of excess return indices which include exposure to (i) movements in commodity prices ("spot price" return) and (ii) the effect of backwardation or contango ("roll yield" in the relevant futures market when the relevant index rolls);
- in the case of Short Commodity Securities, exposure which is negative and which is (before fees and adjustments and in the absence of Market Disruption Events and (in the case of Three Times Short/Leveraged Individual Securities and Second Month Securities, Restrike Events) one times or three times short the daily changes in the level of a Commodity Index, such that if the level of the Commodity Index falls the effect will be a positive effect on the Price of a One Times Short Commodity Security or Three Times Short Individual Security (and *vice versa*);
- in the case of Leveraged Commodity Securities exposure which is (before fees and adjustments and in the absence of Market Disruption Events and, (in the case of Three Times Short/Leveraged Individual Securities and Second Month Securities, Restrike Events) two times or three times leveraged with respect to the daily changes of the underlying Commodity Index and which changes directly with changes in the level of a Commodity Index such that if the level of the Commodity Index falls the effect will be a negative effect on the Price of a Two Times Leveraged Commodity Security or a Three Times Leveraged Individual Security (and *vice versa*);
- plus a collateral yield, i.e. a return equivalent to an interest return on the value invested in that class of Short and Leveraged Commodity Security;
- less a deduction for applicable fees;
- pricing which is transparent, based on indices published at the end of each Business Day (and which in turn are based on end-of-day Settlement Prices for designated futures contracts on specified futures exchanges); and
- leveraged and/or short exposure simply by purchasing securities traded on the London Stock Exchange or certain other stock exchanges without the need for borrowing or margin lending.

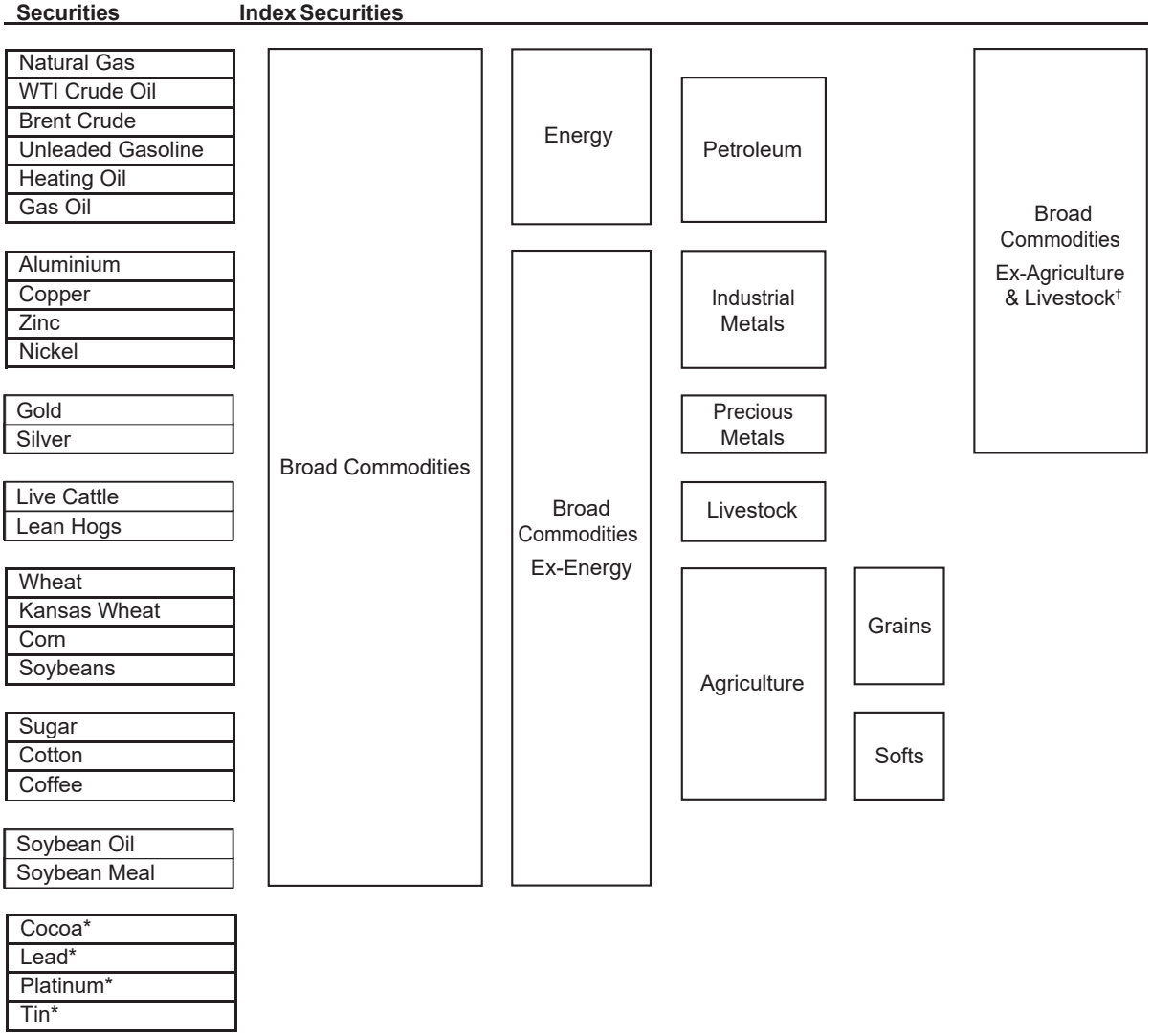
Short and Leveraged Commodity Securities confer no right to receive physical commodities. Rather, they are purely financial instruments.

The pricing of all Short and Leveraged Commodity Securities will be based on Individual Commodity Indices and Composite Commodity Indices.

The Price of each Short and Leveraged Commodity Security will be adjusted daily by reference to the percentage change in the relevant Commodity Index. The Price of a Short Commodity Security will be adjusted by minus one times (–1x) or minus three times (–3x) the percentage change in the relevant Commodity Index and the Price of a Leveraged Commodity Security will be adjusted by two times (+2x) or three times (+3x) the percentage change in the relevant Commodity Index. The minus one times (–1x), minus three times (–3x), two times (+2x) and three times (+3x) are referred to as "Leverage Factors".

The following table shows, in each box, the different classes of Short and Leveraged Commodity Security that are currently available for issue. The table also shows the individual commodities included in each class of Index Securities.

Table 1 — Short and Leveraged Commodity Securities Available for Issue



* Short Individual Securities and Leveraged Individual Securities of these classes are not currently available for issue.

Pricing and Trading of Short and Leveraged Commodity Securities

The Price for the first Short or Leveraged Commodity Security of any particular class to be issued (including of any Short or Leveraged Commodity Securities not specifically described in this Prospectus) will be $50.00. Thereafter the Price of a Short or Leveraged Commodity Security will be calculated daily to reflect the daily movement in the relevant Commodity Index on each Pricing Day and a daily Capital Adjustment (as described in greater detail under the heading "The Capital Adjustment element of the formula" in Part 2 (*How does a Security Holder determine the value of their investment?*)).

No Price will be calculated for a class of Short or Leveraged Index Security for a Market Disruption Day or in certain other circumstances as specified in the Conditions and on any day when, in accordance with the Conditions, a Price is not calculated, the Conditions provide for an Indicative Price to be calculated instead, and once a Price can again be calculated it will be based on the preceding day's Indicative Price.

In the case of an extreme fall in the Price of a Short or Leveraged Commodity Security, the relevant Short or Leveraged Commodity Security could be Compulsorily Redeemed if (i) the Intra-day Price falls to or below zero or (ii) the Price of a Short or Leveraged Commodity Security falls below 2.5 times the Principal Amount and the Issuer has not obtained the sanction of Security Holders of the relevant class to reduce the Principal Amount by Extraordinary Resolution.

In the case of the Three Times Commodity Securities, a Restrike Event will occur if the value of the relevant Commodity Index falls by 25 per cent. over the course of a day (in the case of Three Times Leveraged Individual Securities) or rises by 25 per cent. over the course of a day (in the case of Three Times Short Individual Securities) within a trading day from the last closing price or Restrike Index Value, as applicable. Following the occurrence of a Restrike Event, a Restrike Index Value will be determined in order to provide a further level of the Commodity Index for the purpose of calculating the Price on such day.

In the case of the Second Month Securities, a Restrike Event will occur if within a trading day the relevant Commodity Index either (i) falls by 35 per cent. in the case of Second Month Securities which are Leveraged Individual Securities; or (ii) rises by 70 per cent. in the case of Second Month Securities which are Short Individual Securities, in both cases with reference to the last closing price or Restrike Index Value, as applicable. Following the occurrence of a Restrike Event, a Restrike Index Value will be determined in order to provide a further level of the Commodity Index for the purpose of calculating the Price on such day.

Further information on the pricing of Short and Leveraged Commodity Securities is set out in Part 4 (*Description of Short and Leveraged Commodity Securities*) and worked examples are provided in Part 2 (*How does a Security Holder determine the value of their investment?*)

Publication of Pricing Information

The Price and Capital Adjustments (and where applicable Indicative Prices) for all classes of Short and Leveraged Commodity Securities, will be calculated by or on behalf of the Issuer as at the end of each Pricing Day.

The Issuer's calculations of the Capital Adjustments and all Prices or, where applicable, Indicative Prices, will be posted on the Issuer's website at https://www.wisdomtree.eu/pricing.

Listing and Trading

The Issuer will apply to Euronext Dublin for all Short and Leveraged Commodity Securities issued during the period of 12 months from the date of this Prospectus to be admitted to the Official List and trading on its regulated market. The admission to trading on Euronext Dublin is technical only and investors should be aware that there is no trading facility for the Short and Leveraged Commodity Securities there.

The Issuer has also applied to the FCA for all Short and Leveraged Commodity Securities to be issued within 12 months of the date of this document to be admitted to the UK Official List and to the London Stock Exchange for certain classes of Short and Leveraged Commodity Securities to be admitted to trading on its Main Market. However, an active secondary market on the Main Market may not develop in respect of all types of Short and Leveraged Commodity Securities. Investors should be aware that such admission to the UK Official List and trading on the Main Market are not offers made under the Prospectus Regulation, or admission to trading on a regulated market for the purposes of the Prospectus Regulation, as it applies in the European Union, but are such offers and admission to trading for the purposes of the UK Prospectus Regulation.

Each class of Short and Leveraged Commodity Securities traded on the London Stock Exchange may have different market makers, bid/offer spreads and depth of liquidity and may be traded using different platforms. The Issuer hopes that some of the more liquid Short and Leveraged Commodity Securities will be traded on the Sets-MM platform but can give no assurance as to which Short and Leveraged Commodity Securities might attract the most and the least amount of trading activity.

Any announcements made by the Issuer by RIS will be available, free of charge, on the website of the

London Stock Exchange, http://www.londonstockexchange.com.

Certain types of Short and Leveraged Commodity Securities are also listed and/or traded on certain other markets, see Part 6 (*The Programme*).

Commodity Contracts and Facility Agreements

To gain exposure to the percentage change of the underlying Commodities Indices and to match the liability of the Issuer to Security Holders upon redemption of Short and Leveraged Commodity Securities, corresponding Commodity Contracts will be created or terminated by the Issuer under a Facility Agreement.

All Commodity Contracts of a particular class will be attributable to the same Pool as the existing Commodity Contracts of that class and newly issued Short and Leveraged Commodity Securities will be backed by the same assets (including the newly created and existing Commodity Contracts of that class) as the existing Short and Leveraged Commodity Securities of that class.

The Issuer has entered into a Facility Agreement with MLI and a Facility Agreement with CGML (MLI and CGML respectively as the counterparty to the Commodity Contracts). The Issuer has also entered into Security Agreements with MLI and CGML and Control Agreements with MLI and The Bank of New York Mellon (as Securities Intermediary) and with CGML and The Bank of New York Mellon (as Securities Intermediary), the terms of which are described below. Information relating to MLI and CGML is set out in Part 11 (*Particulars of the Commodity Contract Counterparties*).

Under the terms of the Facility Agreements, the Issuer can create and terminate Commodity Contracts on a continuous basis, subject to the Creation Limits and the Redemption Limit (and days not being Market Disruption Days) and certain other conditions. Further information on the Creation Limits and the Redemption Limit is set out in Part 4 (*Description of Short and Leveraged Commodity Securities*) under the heading “Applications and Redemptions – Creation Limits and Redemption Limit”.

The Issuer is only permitted to issue new Short and Leveraged Commodity Securities if it can create corresponding Commodity Contracts under a Facility Agreement.

Further information on Commodity Contracts, the Facility Agreements, the Security Agreements and the Control Agreements are set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*).

The Commodity Contract Counterparties are obliged to provide Collateral to the Issuer to support their obligations under the Commodity Contracts. The collateral is held in accounts in the names of the Commodity Contract Counterparties at The Bank of New York Mellon. A description of the arrangements for the provision of Collateral by each Commodity Contract Counterparty under its respective Security Agreement and Control Agreement is set out under the heading “Security Agreements and Control Agreements – Provision of Collateral by the Commodity Contract Counterparties” in Part 5 (*Description of Facility Agreements and Commodity Contracts*).

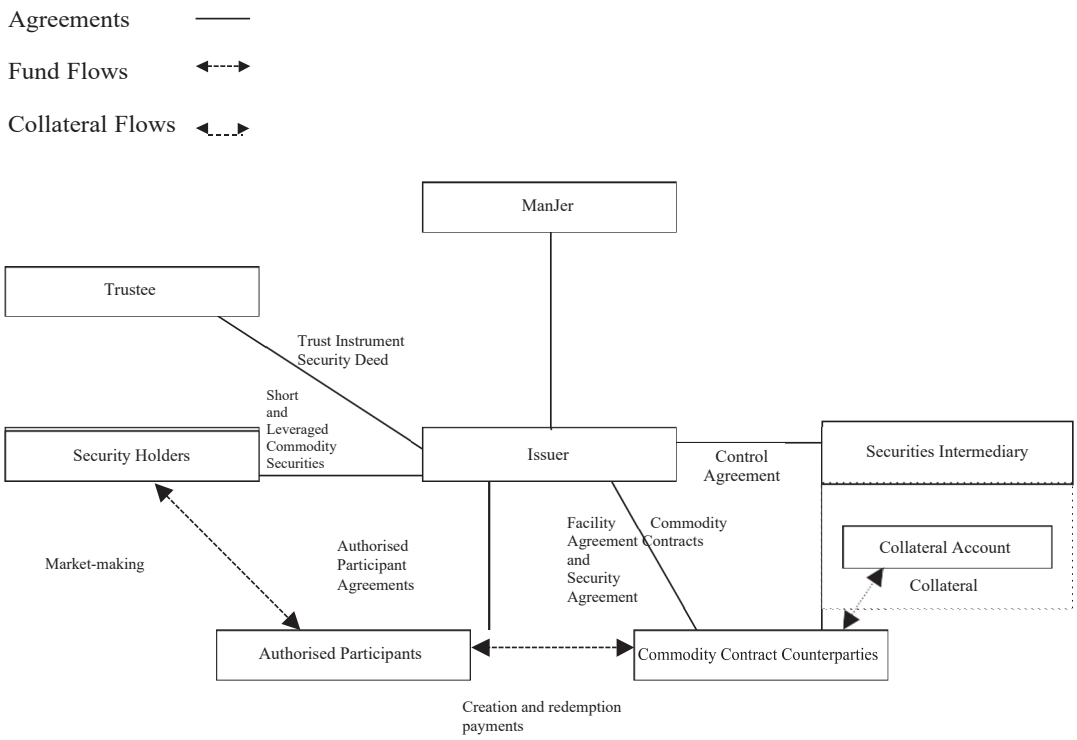
The payment obligations of MLI under its Facility Agreement are also supported by a guarantee from Bank of America Corporation and the payment obligations of CGML under its Facility Agreement are also supported by a guarantee from CGMH. Descriptions of the BAC Guarantee and the Citigroup Guarantee are set out under the headings “BAC Guarantee” and “Citigroup Guarantee” respectively in Part 5 (*Description of Facility Agreements and Commodity Contracts*).

Contract Structure and Flow of Funds for Short and Leveraged Commodity Securities

Short and Leveraged Commodity Securities are constituted by the Trust Instrument. Under the terms of the Trust Instrument, the Trustee acts as trustee for the Security Holders of each class of Short and Leveraged Commodity Securities.

The obligations of the Issuer in respect of each class of Short and Leveraged Commodity Securities will be secured by a charge over the equivalent class of Commodity Contracts held by the Issuer and over the rights of the Issuer in respect of those Commodity Contracts under the Facility Agreements, the Security Agreements and the Control Agreements.

A diagrammatic representation of the principal aspects of the structure relating to the Short and Leveraged Commodity Securities as currently in place appears below (for simplicity, only one Commodity Contract Counterparty and Collateral Account are illustrated and the BAC Guarantee and Citigroup Guarantee are omitted). The principal aspects of the structure are the same whether the Commodity Contract Counterparty is MLI or CGML:



The following is a summary of the flow of funds and assets attributable to the Short and Leveraged Commodity Securities as represented by the above diagram.

Most Security Holders will buy or sell their Short and Leveraged Commodity Securities for cash on the London Stock Exchange, Borsa Italiana, Euronext Amsterdam and/or the Frankfurt Stock Exchange (being the stock exchanges on which Short and Leveraged Commodity Securities are admitted to trading) rather than directly from the Issuer. Details of the exchanges on which a particular class of security can be traded are set out in the applicable Final Terms. Market makers provide liquidity on those stock exchanges. To aid this process, the Issuer has entered into agreements (known as Authorised Participant Agreements) with certain financial institutions – Authorised Participants – whereby it has agreed to issue Short and Leveraged Commodity Securities to those Authorised Participants on an on-going basis. Further details about the Authorised Participant Agreements are set out under the heading "Authorised Participant Agreements" in paragraph 3 of Part 13 (*Additional Information*).

The creation of the Short and Leveraged Commodity Securities will be settled on a delivery versus payment basis in CREST whereby an Authorised Participant will deliver an amount of cash to the Commodity Contract Counterparty equal to the Price of the Short and Leveraged Commodity Securities to be issued, in exchange for which the Issuer will issue Short and Leveraged Commodity Securities and deliver them to the Authorised Participant via CREST. Further details about the settlement of Short and Leveraged Commodity Securities can be found under the heading "Settlement" in Part 6 (*The Programme*).

The Authorised Participant may then sell the Short and Leveraged Commodity Securities on a stock exchange, sell the Short and Leveraged Commodity Securities in off-exchange transactions (known as "OTC" or "over-the-counter" transactions) or keep the Short and Leveraged Commodity Securities to hold themselves. The creation process is described in more detail in Part 4 (*Description of Short and Leveraged Commodity Securities*). Each time Short and Leveraged Commodity Securities are issued the Issuer will create corresponding Commodity Contracts, exactly matching the number of Short or Leveraged Commodity Securities of the relevant class issued.

If an Authorised Participant requests the redemption of Short and Leveraged Commodity Securities, they must return those Short and Leveraged Commodity Securities into CREST and in return will receive from

the Commodity Contract Counterparty an amount of cash equal to the Price (or, if higher, the Principal Amount) of the Short and Leveraged Commodity Securities to be redeemed less any applicable redemption fee in respect of those Short and Leveraged Commodity Securities. The redemption process is described in more detail in Part 4 (*Description of Short and Leveraged Commodity Securities*).

This flow of funds can be demonstrated using the following simple examples:

Leveraged Commodity Securities

A number of Leveraged Commodity Securities of a particular class with an aggregate Price of $100,000 is created and issued to an Authorised Participant on a particular day. As a result the following steps will be taken:

1. The Issuer creates corresponding Commodity Contracts with the Commodity Contract Counterparty in respect of the Leveraged Commodity Securities issued;
2. In return for those Leveraged Commodity Securities, the Authorised Participant delivers $100,000 through CREST to the relevant Commodity Contract Counterparty; and
3. Pursuant to the Security Agreement and the Control Agreement, the Commodity Contract Counterparty deposits Collateral with a value of $100,000 to the Collateral Account.

The following business day (Day 2):

1. the value of the index had increased;
2. the value of the Commodity Contracts created by the Issuer with the Commodity Contract Counterparty had increased by $10,000; and
3. no creations and redemptions were settled on Day 2,

then, on the next following business day (Day 3), pursuant to the Security Agreement and the Control Agreement, the Commodity Contract Counterparty deposits Collateral to ensure that the value of total Collateral in the Collateral Account is $110,000.

The following day (i) the Authorised Participant requests redemption of $50,000 worth of the Leveraged Commodity Securities; (ii) no new creation requests are received and due for settlement that day; and (iii) the value of the Commodity Contracts has not changed. As a result the following steps will be taken:

1. The Commodity Contract Counterparty delivers $50,000 through CREST to the Authorised Participant; and
2. The Commodity Contract Counterparty withdraws from its Collateral Account Collateral with a value of $60,000.

Short Commodity Securities

A number of Short Commodity Securities of a particular class with an aggregate Price of $100,000 is created and issued to an Authorised Participant on a particular day. As a result the following steps will be taken:

1. The Issuer creates corresponding Commodity Contracts with the Commodity Contract Counterparty in respect of the Short Commodity Securities issued;
2. In return for those Short Commodity Securities, the Authorised Participant delivers $100,000 through CREST to the relevant Commodity Contract Counterparty; and
3. Pursuant to the Security Agreement and the Control Agreement, the Commodity Contract Counterparty deposits Collateral with a value of $100,000 to the Collateral Account.

The following business day (Day 2):

1. the value of the index has increased;
2. the value of the Commodity Contracts created by the Issuer with the Commodity Contract Counterparty has decreased by $10,000; and

3. no creations and redemptions were settled on Day 2,

then, on the next following business day (Day 3), pursuant to the Security Agreement and the Control Agreement, the Commodity Contract Counterparty may withdraw Collateral with a value of $10,000 from the Collateral Account.

The following day (i) the Authorised Participant requests redemption of $50,000 worth of the Short Commodity Securities; (ii) no new creation requests are received and due for settlement that day; and (iii) the value of the Commodity Contracts has not changed. As a result the following steps will be taken:

1. The Commodity Contract Counterparty delivers $50,000 through CREST to the Authorised Participant; and

2. The Commodity Contract Counterparty withdraws from its Collateral Account Collateral with a value of $50,000.

If Security Holders who are not Authorised Participants wish to give up their holding of Short and Leveraged Commodity Securities, they must generally sell them either on one of the stock exchanges on which the Short and Leveraged Commodity Securities are admitted to trading or in a private transaction. Such sale would typically be for cash. Generally Short and Leveraged Commodity Securities will only be issued to Authorised Participants and Authorised Participants only will be able to require redemption of them. In each case this will be done in return for delivery of cash. In circumstances where there are no Authorised Participants or as the Issuer may in its sole discretion determine, Security Holders who are not Authorised Participants may require redemption of their securities directly with the Issuer. In this case, the Issuer will cancel a number of Commodity Contracts of the relevant class equal in number to the number of Short and Leveraged Commodity Securities being redeemed and use the cash proceeds of such cancellation to pay redemption proceeds to redeeming Security Holders.

Applications and Redemptions

Short and Leveraged Commodity Securities can be issued or redeemed at any time, subject to conditions (including not exceeding the Creation Limits and Redemption Limits), by Authorised Participants. The issue and redemption mechanism is intended to ensure that Short and Leveraged Commodity Securities have sufficient liquidity and that the price at which they trade on the London Stock Exchange tracks the relevant Price formula. Only an Authorised Participant may apply for or (unless there are at any given time no Authorised Participants or as otherwise announced by the Issuer) redeem Short and Leveraged Commodity Securities — all other persons must buy and sell Short and Leveraged Commodity Securities through trading on the London Stock Exchange or other exchanges on which the Short and Leveraged Commodity Securities are admitted to trading.

Short and Leveraged Commodity Securities can only be issued or redeemed if corresponding Commodity Contracts can be created or terminated. There are limits on the creation and termination of Commodity Contracts, which means that there are corresponding limits on the issue and redemption of Commodity Securities.

Further information in relation to Applications and Redemptions and the Creation Limits and Redemption Limit is set out under the heading “Applications and Redemptions” in Part 4 (*Description of Short and Leveraged Commodity Securities*).

Security Structure

A security structure has been established to provide security for the payment obligations of the Issuer to Security Holders upon redemption of Short and Leveraged Commodity Securities.

The Issuer has been established as an “umbrella” or “multi-class” company with separate Pools of assets so that the Issuer can issue separate classes of securities, based on different prices or having some other different characteristics, but on terms that holders of any particular class of Short or Leveraged Commodity Securities will only have recourse to the assets attributable to that class and not to the assets attributable to any other class. The assets and liabilities attributable to each class of Short and Leveraged Commodity Securities will represent the Pool for that class.

Thus there are 120 separate Pools applicable to Short and Leveraged Commodity Securities. A single Pool secures all Short and Leveraged Commodity Securities of a single class.

Short and Leveraged Commodity Securities are constituted under the Trust Instrument. The Trustee holds all rights and entitlements under the Trust Instrument on trust for the Security Holders.

In addition, the Issuer and the Trustee have entered into a separate Security Deed in respect of each Pool. The rights and entitlements held by the Trustee under each Security Deed are held by the Trustee on trust for the Security Holders of that particular class of Short or Leveraged Commodity Security.

Under the terms of each Security Deed the Issuer has assigned to the Trustee by way of security the contractual rights of the Issuer relating to such class under the Facility Agreement, and granted a first-ranking floating charge in favour of the Trustee over all of the Issuer's rights in relation to the Secured Property attributable to the applicable Pool, including but not limited to its rights under each Facility Agreement, all Commodity Contracts for the relevant class created pursuant to the Facility Agreements, the BAC Guarantee, the Citigroup Guarantee and the rights of the Issuer under each Security Agreement and each Control Agreement, in each case insofar as it relates to the relevant Pool.

If the amounts received from the relevant Secured Property are insufficient to make payment of all amounts due in respect of the relevant Pool, no other assets of the Issuer shall be available to meet that shortfall and all further claims of the holders in respect of such class of Short or Leveraged Commodity Securities will be extinguished. A14.4.6

Further details of the Trust Instrument are set out in Part 7 (*Trust Instrument and Short and Leveraged Commodity Securities*). Further details of the Security Deeds are set out in Part 8 (*Particulars of Security Deeds*).

Classic and Longer Dated Securities

The Issuer has separately made available the Classic and Longer Dated Securities which have different characteristics as described in a separate base prospectus of the Issuer dated on or around the date of this Prospectus. The Classic and Longer Dated Securities are constituted by a separate trust instrument entered into between the Issuer and The Law Debenture Trust Corporation p.l.c. and are backed by commodity contracts created under a separate facility agreement or facility agreements (being the facility agreement relating to Classic and Longer Dated Commodity Contracts between MLI and the Issuer and the facility agreement relating to Classic and Longer Dated Commodity Contracts between CGML and the Issuer) and each authorised participant in respect of the Classic and Longer Dated Securities is required to enter into a separate authorised participant agreement in respect of the Short and Leveraged Commodity Securities. Accordingly the rights attached to the Classic and Longer Dated Securities are separate from and different to the rights attached to the Short and Leveraged Commodity Securities.

The Issuer and ManJer

The Issuer is a public company incorporated in Jersey on 16 August 2005 for the purpose of issuing debt securities the price of which is related to commodities or commodity indices and entering into the Documents and agreements relating to other types or classes of commodity securities. The Issuer has not been assigned a credit rating and it is not intended that any Short and Leveraged Commodity Securities will be assigned credit ratings.

The shares in the Issuer are all held by HoldCo, a company incorporated in Jersey to act as the holding Company of the Issuer and which is itself ultimately wholly-owned by WisdomTree Investments, Inc. The Issuer is not directly or indirectly owned or controlled by any other party to the Programme. The Issuer is dependent upon ManJer to provide management and administration services to it, as further described below under the heading "Administration and Registrar Services".

ManJer intends to promote and to provide management and other services to the Issuer and currently also provides such services to the Issuer in relation to the programme for the Issue of Classic and Longer Dated Commodity Securities and to WisdomTree Hedged Commodity Securities Limited, WisdomTree Oil Securities Limited, WisdomTree Metal Securities Limited, Wisdom Tree Hedged Metal Securities Limited, Gold Bullion Securities Limited, WisdomTree Foreign Exchange and WisdomTree Issuer X Limited.

WisdomTree Investments, Inc.

WisdomTree Investments, Inc. is a company founded in 1985. Its principal place of business is at 245 Park Avenue, 35th Floor, New York, NY 10167, United States. WisdomTree Investments, Inc. is the ultimate holding company of a group of companies which include the Issuer, ManJer and HoldCo. WisdomTree Investments, Inc. through its subsidiaries operates as an exchange traded product sponsor and asset manager. It also licences its indices to third parties.

Administration and Registrar Services

ManJer will, pursuant to the Services Agreement, supply certain management and administration services to the Issuer and will pay all the management and administration costs of the Issuer (including those of the Administrator (as defined below) and Registrar). ManJer may engage third parties to provide some or all of these services. The Service Agreement may be terminated by ManJer at any time on three months' notice or earlier in the event of certain breaches or the insolvency of either party.

ManJer is a company incorporated in Jersey under the Companies (Jersey) Law 1991. It was incorporated on 16 November 2010 and its registered office is Ordinance House, 31 Pier Road, St. Helier, Jersey JE4 8PW, Channel Islands and it is ultimately wholly-owned by WisdomTree Investments, Inc.

The Issuer has entered into a corporate administration agreement with R&H Fund Services (Jersey) Limited (the "**Administrator**") whereby the Administrator will perform certain administration duties for the Issuer. The Administrator is a Jersey company which was incorporated under the Companies (Jersey) law 1991 on 29 November 1988.

The Issuer, the Trustee and the Registrar have entered into an agreement pursuant to which the Registrar is to provide registry and associated services. The Registrar will maintain the Registers in Jersey. The Registrar is a Jersey company which was incorporated under the Companies (Jersey) law 1991 on 2 September 1999.

Further, certain directors of the Issuer and ManJer have been involved in establishing and operating exchange traded products and exchange traded fund companies and related service companies, in particular, WisdomTree Multi Asset Management Limited (formerly Boost Management Limited) and WisdomTree Issuer plc.

Management Fee and Licence Allowance

In return for ManJer supplying to the Issuer all management and administration services, the Issuer is liable under the Services Agreement to pay ManJer a fee equal to the Management Fee paid to the Issuer by the Commodity Contract Counterparties under the Capital Adjustment Agreements. The Management Fee, as at the date of this Prospectus, is 0.98 per cent. per annum of the aggregate Price on that day of all Short and Leveraged Commodity Securities outstanding.

The fee rate may be varied by the Issuer from time to time.

The Commodity Contract Counterparties will pay to the Issuer in respect of the Commodity Contracts to which each is party amounts equal to the Management Fee and a Licence Allowance, which will be used to pay licence fees to Bloomberg due under the Licence Agreement (with any difference being payable to/by ManJer). The Licence Allowance payable by each Commodity Contract Counterparty is 0.05 per cent. per annum of the aggregate daily Price of all fully paid Commodity Contracts outstanding with that Commodity Contract Counterparty, and this rate will be varied to match approximately the fees payable to Bloomberg under the Licence Agreement.

The Issuer will only be liable to pay the fees to ManJer upon receipt of the relevant amounts from the Commodity Contract Counterparties.

The rate of the Management Fee and Licence Allowance will be reflected in the adjustments to the Capital Adjustment each day, commencing upon the relevant Short or Leveraged Commodity Securities first being issued.

If the Management Fee or the Licence Allowance is amended, such amendment will be notified through an RIS, and will not take effect for at least 30 days following the publication of the RIS.

Commodity Contract Counterparty fees

All fees of the Commodity Contract Counterparties are embedded solely into the Capital Adjustment formula. However the Commodity Contract Counterparties will have the use of the funds paid to them for the creation of Commodity Contracts (net of redemptions) although as described under the heading "Security Agreements and Control Agreements" in Part 5 (*Description of Facility Agreements and Commodity Contracts*), the Commodity Contract Counterparties have agreed to provide Collateral in respect of their respective obligations under the Commodity Contracts of a value at least equal to the value of such obligations. The amount they pay for this benefit is reflected in the collateral yield that forms part of the Capital Adjustment (as described in greater detail under the heading "The Capital Adjustment element of the formula" in Part 2 (*How does a Security Holder determine the value of their investment?*)).

The Commodity Contract Counterparties may also, on such basis as may be agreed between that Commodity Contract Counterparty and ManJer, agree to further payments or receipts (a "**Further Contribution**") in respect of the costs incurred by ManJer. Any such payments will not have any impact on holders of Short and Leveraged Commodity Securities.

Each Commodity Contract Counterparty is responsible for all costs associated with it hedging its exposures and managing the cash arising from the Issuer purchasing and terminating Commodity Contracts at any time. To the extent that fees payable to the Commodity Contract Counterparty as part of the Capital Adjustment (as described in greater detail under the heading "The Capital Adjustment element of the formula" in Part 2 (*How does a Security Holder determine the value of their investment?*)), differs from the value to it of managing the exposures and having the use of cash, such Commodity Contract Counterparty will make a profit or loss from the transaction.

Calculation Agent

MLI is required to act as Calculation Agent under and solely for the purposes of the MLI Facility Agreement, the CGML Facility Agreement and any other Facility Agreement that may be entered into with other Commodity Contract Counterparties.

More information on the role of MLI as Calculation Agent is set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*) under the heading "Calculation Agent".

Directors, Secretary and Administrator of the Issuer

The Directors, secretary and administrator of the Issuer at the date of this document are:

Stuart Bell

Stuart M. Bell is a director of ManJer and HoldCo. Mr Bell is also a non-executive director of the Issuer and of WisdomTree Hedged Commodity Securities Limited, WisdomTree Metal Securities Limited, WisdomTree Hedged Metal Securities Limited, Gold Bullion Securities Limited, WisdomTree Foreign Exchange Limited and WisdomTree Issuer X Limited. Since January 2018, Mr Bell has served as Executive Vice President and Chief Operating Officer of WisdomTree Investments, Inc., an exchange traded fund and exchange traded product sponsor and asset manager. From September 2007 to January 2018, Mr Bell held a number positions at WisdomTree, including Director of International Business and Director of Corporate Communications and Investor Relations. Prior to joining WisdomTree, Mr Bell was an account executive at Sloane & Company from June 2006 to July 2007. Mr Bell received his B.A. in History with university honors from Trinity College, Hartford, CT.

Christopher Foulds – Non-Executive Director

Christopher J. M. Foulds is a director of HoldCo. Mr Foulds is also a non-executive director of the Issuer and of WisdomTree Hedged Commodity Securities Limited, WisdomTree Metal Securities Limited, WisdomTree Hedged Metal Securities Limited, Gold Bullion Securities Limited and WisdomTree Foreign Exchange Limited. Mr Foulds graduated from the University of Portsmouth with an honours degree in Mathematics with Financial Management, before qualifying as a Chartered Accountant (FCA) with Deloitte LLP in Jersey, where he was responsible for assisting and managing a number of assurance and business advisory engagements focusing on offshore financial services clients. Following his departure from Deloitte LLP, Mr Foulds was a director of Active Services (Jersey) Limited, providing start-up management and support services to the funds sector. Subsequently Mr Foulds held

various roles with ETFS Capital Limited, being primarily responsible for Financial Reporting as well as historically appointed as the Compliance Officer of the Issuer and ManJer. He has also previously been a non-executive director of the Issuer. Prior to joining R&H Fund Services (Jersey) Limited in March 2020, Mr Foulds was the Head of Compliance and Regulatory Affairs for CoinShares (Jersey) Limited, a business providing digital asset investment products.

Steven Ross — Non-Executive Director

Stecen G. Ross is a director of ManJer and HoldCo. Mr Ross is also a non-executive director of the Issuer and of WisdomTree Hedged Commodity Securities Limited, WisdomTree Metal Securities Limited, WisdomTree Hedged Metal Securities Limited, Gold Bullion Securities Limited and WisdomTree Foreign Exchange Limited. Mr Ross graduated from the University of Stirling with an honours degree in Accountancy before embarking on a career with PricewaterhouseCoopers CI LLP in Jersey from 2001 to 2006. Whilst with PricewaterhouseCoopers he qualified as a chartered accountant with the Institute of Chartered Accountants of England and Wales and was responsible for assisting and managing a number of assurance and business advisory engagements for high profile offshore financial services and commercial clients. Prior to joining R&H Fund Services (Jersey) Limited he held the position of Head of Operations for Capita Financial Administrators (Jersey) Limited, an offshore fund administration business and was responsible for the provision of fund administration services to a portfolio of listed and private investment funds. In March 2012, he joined R&H Fund Services (Jersey) Limited and became a partner of Rawlinson & Hunter Jersey in January 2017.

Peter M. Ziemba

Peter M. Ziemba is a director of ManJer and HoldCo. Mr Ziemba is also a non-executive director of the Issuer and of WisdomTree Hedged Commodity Securities Limited, WisdomTree Metal Securities Limited, WisdomTree Hedged Metal Securities Limited, Gold Bullion Securities Limited, WisdomTree Foreign Exchange Limited and WisdomTree Issuer X Limited. Since January 2018, Mr Ziemba has served as Executive Vice President — Senior Advisor to the CEO and Chief Administrative Officer of WisdomTree Investments, Inc., an exchange-traded fund and exchange- traded product sponsor and asset manager. Prior to this role he served as Executive Vice President — Business and Legal Affairs from January 2008 to December 2017, and Chief Legal Officer from March 2011 to December 2017. From April 2007 to March 2011, Mr Ziemba served as General Counsel to WisdomTree Investments, Inc.. Mr Ziemba presently serves on the boards of a number of WisdomTree's wholly owned subsidiaries. Prior to joining WisdomTree, Mr Ziemba was a partner in the Corporate and Securities department of Graubard Miller, which served as primary corporate counsel for WisdomTree Investments, Inc., from 1991 to 2007, and was employed at that firm beginning in 1982. Mr Ziemba received his B.A. in History with university honors from Binghamton University and his J.D., cum laude, from Benjamin N. Cardozo School of Law.

R&H Fund Services (Jersey) Limited — Administrator

R&H Fund Services (Jersey) Limited is a company incorporated in Jersey on 29 November 1988 with limited liability whose issued and paid up share capital is £1,625,000. It is not involved in any other business activities other than that of acting as manager and administrator of collective investment schemes and is a wholly owned subsidiary of Rawlinson & Hunter, Jersey. The directors of R&H Fund Services (Jersey) Limited are:

Louise Follain
Jennifer Mary Geddes
John-Paul Joseph Meagher
Steven George Ross

Secretary

The secretary of the Issuer is R&H Fund Services (Jersey) Limited.

Directors and Secretary of ManJer

The directors of ManJer at the date of this Prospectus are Stuart Bell, Hilary Jones, Steven Ross and Peter M. Ziemba. The secretary of ManJer at the date of this document is R&H Fund Services (Jersey) Limited. The biographies of Mr Ziemba, Mr Ross and Mr Bell are set out under the heading "Directors, Secretary and Administrator of the Issuer" above. The biography of Ms Jones is as follows:

Hilary Jones

Ms Jones worked for the Northern Bank in her native Northern Ireland for 15 years before moving to Jersey in 1993. She was a director of R&H Fund Services (Jersey) Limited from 2009 to 2019 and since December 2019 she has been working at JTC Fund Solutions (Jersey) Limited. Between 1993 and 1999 Ms Jones worked at Lloyds Private Bank and Trust Company in the Securities team and at Barclays Private Bank and Trust Company as a relationship manager. Ms Jones has over 30 years' experience in the finance sector and has extensive experience of real estate, private equity and special purpose vehicles for corporate clients. Ms Jones has acted as director for a number of companies with a private equity or real estate focus. Ms Jones has also served on the legal and technical sub-committee of the Jersey Funds Association.

Conflicts of Interest

Mr Bell, Mr Ross and Mr Ziemba are also directors of ManJer, a provider of services to the Issuer, and Mr Bell, Mr Ross, Mr Foulds and Mr Ziemba are also directors of HoldCo, the sole shareholder of the Issuer. Mr Ross is also a director of R&H Fund Services (Jersey) Limited, the administrator of the Issuer and the secretary of the Issuer and ManJer. While these roles could potentially lead to conflicts of interest, the Directors do not believe there are any actual or potential conflicts of interest between the duties which the directors and/or members of the administrative, management and supervisory bodies of the Issuer owe to the Issuer, and the private interests and/or other duties which they have.

The directors of the Issuer also hold directorships of other issuers of exchange traded commodities also owned by HoldCo and/or other WisdomTree group companies including WisdomTree Multi Asset Management Limited (formerly Boost Management Limited) (a company that provides services to WisdomTree Multi Asset Issuer plc (formerly Boost Issuer plc) (an exchange traded product issuer)) and WisdomTree Issuer plc, an issuer of exchange traded funds via segregated liability sub-funds.

Save as specifically stated herein, none of the principal activities performed by the Directors outside the Issuer are significant with respect to the Issuer and they have no interests that are material to the Programme.

Further Information

Information regarding taxation in the United Kingdom, Ireland and Jersey in respect of the Programme and Short and Leveraged Commodity Securities is set out in Part 12 (*Taxation*). If an investor is in any doubt about the tax position, it should consult a professional adviser.

Your attention is drawn to the remainder of this document which contains further information relating to the Programme and Short and Leveraged Commodity Securities.

PART 2

HOW DOES A SECURITY HOLDER DETERMINE THE VALUE OF THEIR INVESTMENT?

Pricing of Short and Leveraged Commodity Securities

The Price of each class of Short or Leveraged Commodity Security is calculated on a daily basis to reflect the percentage change in value of the relevant Commodity Index since the previous day, the short or leveraged nature of the relevant class of Short and Leveraged Commodity Securities (applied in the formula by what is known as the Leverage Factor) and the fees applicable for that class on that day (by operation of what is known as the Capital Adjustment). A description of the formula used to price Short and Leveraged Commodity Securities and a description of the Leverage Factor and Capital Adjustment elements of the formula are set out under "Calculation of the Price" below. Worked examples of how to calculate the Price are set out under the heading "Worked Examples of the Calculation of the Price" below. These worked examples also show how the Leverage Factor and Capital Adjustment are applied as part of the calculation of the Price. **The formula and method of calculating the price set out below is the same for all classes of Short and Leveraged Commodity Security regardless of whether it is a Short Commodity Security or a Leveraged Commodity Security.**

Each Short and Leveraged Commodity Security carries a right upon Redemption to receipt of the higher of the Principal Amount of that Short or Leveraged Commodity Security and the Price ($P_{i,t}$). In normal circumstances, only Authorised Participants are able to redeem their Short and Leveraged Commodity Securities directly with the Issuer.

The value of Security Holder's investment is equivalent to the amount in cash that they would receive upon a redemption – generally the applicable Price. The Principal Amounts of the Short and Leveraged Commodity Securities are set out in paragraph 5 of Part 13 (*Additional Information*).

Calculation of the Price

The pricing formula

The Price of a Short or Leveraged Commodity Security on a particular day is based on (i) the percentage change between the level of the relevant underlying index on that day (represented in the formula by $I_{i,t}$ and the level of the relevant underlying index on the previous day $I_{i,t-1}$; multiplied by the relevant level of exposure (represented in the formula by $LF_{i,t}$ and adjusted by the applicable fees (represented in the formula by $CA_{i,t}$) and so is calculated in accordance with the following formula (the "Formula") (the different components of the formula are further explained below):

$$P_{i,t} = P_{i,t-1} \times \{1 + CA_{i,t} + LF_i \times (I_{i,t}/I_{i,t-1} — 1)\}$$

where:

$P_{i,t}$ is the Price of a Short or Leveraged Commodity Security of the relevant class on the day on which the Price is being calculated;

i refers to the relevant class of Short or Leveraged Commodity Security;

t refers to the day on which the Price is being calculated;

t-1 refers to the calendar day prior to day t;

$P_{i,t-1}$ is the Price of a Short or Leveraged Commodity Security of the relevant class on the previous day;

$CA_{i,t}$ is the Capital Adjustment which is applied to the relevant class of Short and Leveraged Commodity Security on the day on which the Price is being calculated;

LF_i is the leverage factor applicable to the relevant class of Short and Leveraged Commodity Security representing the level of exposure the relevant class of Short and Leveraged Commodity Security provides to the daily percentage change in the level of the relevant underlying index. For One Times Short Commodity Securities, $LF_i = -1$, for Three Times Short Individual Securities, $LF_i = -3$, for Two Times Leveraged Commodity Securities, $LF_i = +2$ and for Three Times Leveraged Individual Securities, $LF_i = +3_i$;

$I_{i,t}$ is the level of the Commodity Index which the relevant class of Short and Leveraged Commodity Security references on the day on which the Price is being calculated. If day t is not a Pricing Day for a Short and Leveraged Commodity Security of that class or (in the case of a Three Times Commodity Security or a Second Month Security of any class) if day t is a Restrike Disruption Day, in the circumstances set out in the Conditions, then $I_{i,t}$ will be the same as $I_{i,t-1}$; and

$I_{i,t-1}$ is the closing settlement price level of the Commodity Index applicable to a Short or Leveraged Commodity Security of class i for day t-1. For a Three Times Commodity Security or a Second Month Security of any class, if day t-1 is a Restrike Day where (i) the Restrike Index Value Determination Window for the last Restrike Event ends 15 minutes or less prior to the end of the Designated Settlement Period in respect of day t-1 or (ii) the Restrike Index Value Determination Window for the last Restrike Event ends less than 15 minutes after the end of the Designated Settlement Period in respect of day t-1, $I_{i,t-1}$ is the last Restrike Index Value on day t-1 *provided* that in relation to any class of Second Month Security each reference to "15 minutes" in this definition shall be read as reference to "30 minutes".

The Leverage Factor element of the formula

The Leverage Factor is included in the pricing formula to provide the relevant level of exposure to the changes in the level of the relevant underlying index. One Times Short Commodity Securities and Three Times Short Individual Securities are designed to provide investors with an exposure of -1 or -3 times, respectively, to the daily percentage change in the relevant underlying index. The Leverage Factor applicable to each class of One Times Short Commodity Securities is therefore -1 and for each class of Three Times Short Individual Securities is therefore -3. Two Times Leveraged Commodity Securities and Three Times Leveraged Individual Securities are designed to provide investors with an exposure of 2 and 3 times, respectively, to the daily percentage change in the relevant underlying index. The Leverage Factor applicable to each class of Two Times Leveraged Commodity Security is therefore +2 and for each class of Three Times Leveraged Commodity Security is therefore +3.

The Capital Adjustment element of the formula

The Capital Adjustment is an adjustment factor which is agreed from time to time by the Commodity Contract Counterparties and the Issuer.

The Capital Adjustment for each class of Short and Leveraged Commodity Security is a daily rate expressed as a percentage, which will be as agreed from time to time between each Commodity Contract Counterparty and the Issuer, and reflects:

(i) an interest return on the value invested in that class of Short and Leveraged Commodity Security, currently being equal to the four week U.S. Treasury Bill rate;

(ii) the fees payable to ManJer currently of 0.98 per cent. per annum for the services it provides under the Services Agreement;

(iii) the fees payable to the Commodity Contract Counterparties currently of 0.85 per cent. per annum in respect of the One Times Short Commodity Securities, 1.90 per cent. per annum in respect of the Three Times Short Commodity Securities, 1.30 per cent. per annum in respect of the Two Times Leveraged Commodity Securities and 1.60 per cent. per annum in respect of the Three Times Leveraged Individual Securities; and

(iv) the fees payable to the provider of the Commodity Indices currently of 0.05 per cent. per annum.

As at the date of this Prospectus, the Capital Adjustment is the same within each class and for both Commodity Contract Counterparties, so that all One Times Short Commodity Securities, for example, have the same Capital Adjustment. The Capital Adjustment for each of the different types of Short and Leveraged Commodity Securities is not the same so that the Capital Adjustment of the One Times Short Commodity Securities, for example, will not be the same as the Capital Adjustment for the Three Times Short Individual Securities.

If the Issuer has Commodity Contracts outstanding with more than one Commodity Contract Counterparty in relation to any Pool, the Capital Adjustment for that Pool (and the Short and Leveraged Commodity Securities of that class) will be the weighted average of the daily adjustment on all Commodity Contracts attributable to that Pool. The Capital Adjustment may or may not be less than the rate of interest which an investor could earn by depositing funds in money markets at overnight rates, or by fully collateralising an investment in futures contracts.

The Capital Adjustment applicable to each class of Short or Leveraged Commodity Security on any day

is published on the Issuer's website at https://www.wisdomtree.eu/pricing.

As at 29 October 2020 the Capital Adjustment (daily and annual) of each class was:

	Daily†	Annual*
Short Commodity Securities		
One Time Short Commodity Securities	-0.00500%	-1.813%
Three Times Short Individual Securities**	-0.00787%	-2.839%
Leveraged Commodity Securities		
Two Times Long Commodity Securities	-0.00623%	-2.254%
Three Times Long Individual Securities**	-0.00705%	-2.547%

† as of 29 October 2020 (rate changes weekly)
* is the Daily rate compounded over total number of days in a year

Restrike Events

The Price of a Three Times Commodity Security or Secondary Month Security will be calculated in accordance with the above formula unless a Restrike Event has occurred. If day t is a Restrike Day in the circumstances set out in the Conditions, the Price will be calculated in accordance with formula as follows:

$$P_{i,t} = P_{i,t-1} \times \left(1 + CA_{i,t} - C_i\right) + P_{i,t-1} \times \left[\left(1 + LF_i \times \frac{I_{i,R_{1,t}} - I_{i,t-1}}{I_{i,\ t-1}}\right) \times \left(\prod_{j=1}^{n-1}\left(1 + LF_i \times \frac{I_{i,R_{j+1,t}} - I_{i,R_{j,t}}}{I_{i,R_{j,t}}}\right)\right) \times \left(1 + LF_i \times \frac{I_{i,t} - I_{i,R_{n,t}}}{I_{i,R_{n,t}}}\right) - 1\right]$$

Where:

$P_{i,t}$ is the Price of a Three Times Commodity Security or Second Month Security of the relevant class on the day on which the Price is being calculated;

$P_{i,t-1}$ is the Price of a Three Times Commodity Security or Second Month Security of the relevant class on the previous day;

i refers to the relevant class of Three Times Commodity Security or Second Month Security;

t refers to the day on which the Price is being calculated;

t-1 refers to the calendar day prior to day t;

n refers to the number of Restrike Index Value Determination Windows that end prior to the end of Exchange Hours on day t and reference to a Restrike Index Value Determination Window in respect of which the Restrike Index Value Determination Window number is n is a reference to the last occurring such Restrike Index Value Determination Window;

j refers to the Restrike Index Value Determination Window number for each Restrike Index Value Determination Window ending prior to the end of Exchange Hours on day t. j is an integer from 1 to n-1 (inclusive);

$\prod_{j=1}^{n-1}(formula)$ means the product of the results of evaluating the formula for each value of j from 1 to n-1 inclusive if n is equal to 1, then the value of this expression shall mean 1;

$I_{i,R_{j,t}}$ is the Restrike Index Value of the Individual Commodity Index applicable to a Three Times Commodity Security or Second Month Security of class i for day t for the Restrike Index Value Determination Window in respect of which the Restrike Index Value Determination Window number is j;

$I_{i,R_{n,t}}$ is the Restrike Index Value of the Individual Commodity Index applicable to a Three Times Commodity Security or Second Month Security of class i for day t for the Restrike Index Value

Determination Window in respect of which the Restrike Index Value Determination Window number is n;

$I_{i,t}$ is the closing settlement price level of the Individual Commodity Index applicable to a Three Times Commodity Security or Second Month Security of class i for day t, provided that:

- For a Three Times Commodity Security, (i) if the Restrike Index Value Determination Window for the last Restrike Event occurring prior to the end of the Designated Settlement Period on day t ends 15 minutes or less prior to the end of the Designated Settlement Period in respect of day t, (ii) if the Restrike Index Value Determination Window for the last Restrike Event occurring prior to the end of the Designated Settlement Period on day t ends less than 15 minutes after the end of the Designated Settlement Period in respect of day t, or (iii) if day t is a Market Disruption Day or a Restrike Disruption Day on which at least one Restrike Index Value Determination Window has ended prior to the end of Exchange Hours, then:

$I_{i,t} = I_{i,R_{n,t}}$;

For a Second Month Security, (i) if the Restrike Index Value Determination Window for the last Restrike Event occurring prior to the end of the Designated Settlement Period on day t ends 30 minutes or less prior to the end of the Designated Settlement Period in respect of day t, (ii) if the Restrike Index Value Determination Window for the last Restrike Event occurring prior to the end of the Designated Settlement Period on day t ends less than 30 minutes after the end of the Designated Settlement Period in respect of day t, or (iii) if day t is a Market Disruption Day or a Restrike Disruption Day on which at least one Restrike Index Value Determination Window has ended prior to the end of Exchange Hours, then:

$I_{i,t} = I_{i,R_{n,t}}$;

$I_{i,t-1}$ is the closing settlement price level of the Individual Commodity Index applicable to a Three Times Commodity Security or Second Month Security of class i for day t-1, provided that

For a Three Times Commodity Security, (i) if the Restrike Index Value Determination Window for the last Restrike Event occurring prior to the end of the Designated Settlement Period on day t-1 ends 15 minutes or less prior to the end of the Designated Settlement Period in respect of day t-1, (ii) if the Restrike Index Value Determination Window for the last Restrike Event occurring prior to the end of the Designated Settlement Period on day t-1 ends less than 15 minutes after the end of the Designated Settlement Period in respect of day t-1, or (iii) if day t-1 is a Market Disruption Day or a Restrike Disruption Day and one or more Restrike Index Value Determination Windows ended between the end of Exchange Hours on the immediately preceding Pricing Day and the end of Exchange Hours on day t-1, then:

$I_{i,t-1} = I_{i,R_{n,t-1}}$;

For a Second Month Security, (i) if the Restrike Index Value Determination Window for the last Restrike Event occurring prior to the end of the Designated Settlement Period on day t-1 ends 30 minutes or less prior to the end of the Designated Settlement Period in respect of day t-1, (ii) if the Restrike Index Value Determination Window for the last Restrike Event occurring prior to the end of the Designated Settlement Period on day t-1 ends less than 30 minutes after the end of the Designated Settlement Period in respect of day t-1, or (iii) if day t-1 is a Market Disruption Day or a Restrike Disruption Day and one or more Restrike Index Value Determination Windows ended between the end of Exchange Hours on the immediately preceding Pricing Day and the end of Exchange Hours on day t-1, then:

$I_{i,t-1} = I_{i,R_{n,t-1}}$;

$I_{i,R_{n,t-1}}$ is the Restrike Index Value of the Individual Commodity Index applicable to a Three Times Commodity Security or Second Month Security of class i for day t-1 for the Restrike Index Value Determination Window in respect of which the Restrike Index Value Determination Window number is n; CAi,t is the Capital Adjustment applicable to class i on day t, expressed as a decimal;

LF_i is the leverage factor applicable to class i, expressed as a number. For Three Times Leveraged Individual Securities, LF_i is +3; For Three Times Short Individual Securities, LF_i is -3; For Second Month Securities which are Leveraged Individual Securities, LF_i is +2; For Second Month

Securities which are Short Individual Securities, LF_i is -1.

C_i is the Restrike Cost applicable to class i, expressed as a decimal.

Worked Examples of the Calculation of the Price

Short Commodity Securities

If on a particular day (t), the Capital Adjustment for the WisdomTree Nickel 3x Daily Short securities was -0.0000789, the Price of the WisdomTree Nickel 3x Daily Short securities on the previous day was 50, the closing level of the relevant underlying index on the day on which the Price is being calculated is 34.04400868 and the level of the relevant underlying index on the previous day was 34.07488935 then the Price of an WisdomTree Nickel 3x Daily Short security would be calculated using the pricing formula as follows:

$$P_{i,t} = P_{i,t-1} \times \{1 + CA_{i,t} + LF_i \times (I_{i,t}/I_{i,t-1} - 1)\}$$

where:

$P_{i,t-1}$ = 50.00000000

$CA_{i,t}$ = -0.0000789

LF_i = -3

$I_{i,t}$ = 34.04400868

$I_{i,t-1}$ = 34.07488935

So:

$$P_{i,t} = 50 \times (1 + -0.0000789 + (-3) \times (34.04400868/34.07488935 - 1))$$
$$P_{i,t} = 50 \times (1 + -0.0000789 + (-3) \times (-0.00090626))$$
$$P_{i,t} = 50 \times (1.00263988)$$
$$P_{i,t} = 50.1319938$$

The Price of a WisdomTree Nickel 3x Daily Short security on day t is therefore $50.1319938

Leveraged Commodity Securities

If on a particular day (t), the Capital Adjustment for the WisdomTree Nickel 3x Daily Leveraged securities was -0.0000707, the Price of the WisdomTree Nickel 3x Daily Leveraged securities on the previous day was 50, the closing level of the relevant underlying index on the day on which the Price is being calculated is 34.04400868 and the level of the relevant underlying index on the previous day was 34.07488935 then the Price of a WisdomTree Nickel 3x Daily Leveraged security would be calculated using the pricing formula as follows:

$$P_{i,t} = P_{i,t-1} \times \{1 + CA_{i,t} + LF_i \times (I_{i,t}/I_{i,t-1} - 1)\}$$

where:

$P_{i,t-1}$ = 50.00000000

$CA_{i,t}$ = -0.0000707

LF_i = 3

$I_{i,t}$ = 34.04400868

$I_{i,t-1}$ = 34.07488935

So:

$$P_{i,t} = 50 \times (1 + -0.0000707 + (3) \times (34.04400868/34.07488935 - 1))$$
$$P_{i,t} = 50 \times (1 + -0.0000707 + (3) \times (-0.00090626))$$
$$P_{i,t} = 50 \times (.99721053)$$
$$P_{i,t} = 49.8605262$$

The Price of a WisdomTree Nickel 3x Daily Leveraged security on day t is therefore $49.8605262

Worked Examples of the Calculation of the Price of Three Times Commodity Securities or Second Month Securities when a Restrike Event has occurred.

Short Commodity Securities

If on a particular day (t) when one Restrike Event has occurred, the Capital Adjustment for the WisdomTree Nickel 3x Daily Short securities was -0.0000789, the Price of the WisdomTree Nickel 3x Daily Short securities on the previous day was 50, the applicable Restrike Cost is 0.0003, the Restrike Index Value for the single Restrike Event on the day the Price is being calculated is 44.29735616, the closing level of the relevant underlying index on the day on which the Price is being calculated is 31.00814931 and the level of the relevant underlying index on the previous day was 34.07488935 then the Price of a WisdomTree Nickel 3x Daily Short would be calculated using the pricing formula as follows:

$$P_{i,t} = P_{i,t-1} \times (1 + CA_{i,t} - C_t) + P_{i,t-1} \times \left[\left(1 + LF_i \times \frac{I_{i,R_{1,t}} - I_{i,t-1}}{I_{i,t-1}}\right) \times \left(1 + LF_i \times \frac{I_{i,t} - I_{i,R_{1,t}}}{I_{i,R_{n,t}}}\right) - 1\right]$$

Where:

$P_{i,t-1}$ = 50

$CA_{i,t}$ = -0.0000789

LF_i = -3

$I_{i,t}$ = 31.00814931

$I_{i,R_{1,t}}$ = 44.29735616

$I_{i,t-1}$ = 34.07488935

C_t = 0.0003

$$P_{i,t} = 50 * (1 - 0.0000789 - 0.0003)$$
$$+50 * \left[\left(1 - 3 * \frac{(44.29735616 - 34.07488935)}{34.07488935}\right) * \left(1 - 3 * \frac{(31.00814931 - 44.29735616)}{44.29735616}\right) - 1\right]$$
$$P_{i,t} = 50 * (0.9996211) + 50 * [(1 - 3 * 0.3) * (1 - 3 * \{-0.3\}) - 1]$$
$$P_{i,t} = 9.4810550$$

The Price of a WisdomTree Nickel 3x Daily Short security on day t is therefore $9.4810550

Leveraged Commodity Securities

If on a particular day (t) when one Restrike Event has occurred, the Capital Adjustment for the WisdomTree Nickel 3x Daily Leveraged securities was-0000707, the Price of the WisdomTree Nickel 3x Daily Leveraged securities on the previous day was 50, the applicable Restrike Cost is 0.0003, the Restrike Index Value for the single Restrike Event on the day the Price is being calculated is 23.85242255, the closing level of the relevant underlying index on the day on which the Price is being calculated is 35.77863382 and the level of the relevant underlying index on the previous day was 34.07488935 then the Price of a Nickel 3x Daily Leveraged would be calculated using the pricing formula as follows:

$$P_{i,t} = P_{i,t-1} \times (1 + CA_{i,t} - C_t) + P_{i,t-1} \times \left[\left(1 + LF_i \times \frac{I_{i,R_{1,t}} - I_{i,t-1}}{I_{i,t-1}}\right) \times \left(1 + LF_i \times \frac{I_{i,t} - I_{i,R_{1,t}}}{I_{i,R_{n,t}}}\right) - 1\right]$$

Where:

$P_{i,t-1}$ = 50

$CA_{i,t}$ = -0.0000707

LF_i = 3

$I_{i,t}$ = 35.77863382

$I_{i,R_{t-1}}$ = 23.85242255

$I_{i,t-1}$ = 34.07488935

C_t = 0.0003

$$P_{i,t} = 50 * (1 - 0.0000707 - 0.0003)$$
$$+50 * \left[\left(1 + 3 * \frac{(23.85242255 - 34.07488935)}{34.07488935}\right) * \left(1 + 3 * \frac{(35.77863382 - 23.85242255)}{23.85242255}\right) - 1\right]$$
$$P_{i,t} = 50 * (0.9996293) + 50 * [(1 + 3 * (-0.3)) * (1 + 3 * 0.5) - 1]$$
$$P_{i,t} = 12.4814650$$

The Price of a WisdomTree Nickel 3x Daily Leveraged security on day t is therefore $12.4814650

How the Price of a Short Commodity Security is affected by the changes in the value of the underlying index

One Times Short Commodity Securities

The three different hypothetical scenarios in this section show how the price of a One Times Short Commodity Security is affected under three different examples of normal market conditions. These scenarios are not indicators of the actual future performance of the One Times Short Commodity Securities and are for illustration purposes only. The following assumptions have been made:

- An investor invests in the One Times Short Commodity Securities for one day.
- A single One Times Short Commodity Security is bought from a broker at a price of $50.
- The value of the underlying index when the One Times Short Commodity Security is bought is 100.
- The Capital Adjustment on the day of investment is -0.0001.
- There are no changes in the level of fees charged on the One Times Short Commodity Securities during the investment period.
- All transaction fees (including any commission) of the investor's broker and investment adviser for the sale and purchase of the One Times Short Commodity Securities and the custody fees of the investor's bank are excluded.
- There is no difference between the Price of the security and that value at which it trades on exchange.

Scenario 1: Example of how the Price of a One Times Short Commodity Security is affected if the value of the underlying index decreases

- The value of the underlying index decreases by 10 per cent. to 90 the next day.
- The sum of the fees charged on the One Times Short Commodity Security for the day of ownership is $0.005 per Short Commodity Security.
- The price of the One Times Short Commodity Security will be calculated as follows:

$$P_{i,t} = P_{i,t-1} \times \{1 + CA_{i,t} + LF_i \times (I_{i,t}/I_{i,t-1} — 1)\}$$
$$P_{i,t} = 50 \times \{1 + -0.0001 + (-1) \times (90/100 — 1)\}$$
$$P_{i,t} = 50 \times \{1 + -0.0001 + (-1) \times (-0.1)\}$$
$$P_{i,t} = 50 \times \{1.0999\}$$
$$P_{i,t} = 54.995$$

- The investor sells the One Times Short Commodity Security and has gained $4.995 on his/her initial investment the previous day.

Scenario 2: Example of how the Price of a One Times Short Commodity Security is affected if the value of the underlying index increases

- The value of the underlying index increases by 10 per cent. to 110 the next day.
- The sum of the fees charged on the One Times Short Commodity Security for the day of ownership is $0.005 per One Times Short Commodity Security.
- The price of the One Times Short Commodity Security will be calculated as follows:

$$P_{i,t} = P_{i,t-1} \times \{1 + CA_{i,t} + LF_i \times (I_{i,t}/I_{i,t-1} — 1)\}$$
$$P_{i,t} = 50 \times \{1 + -0.0001 + (-1) \times (110/100 — 1)\}$$
$$P_{i,t} = 50 \times \{1 + -0.0001 + (-1) \times (0.10)\}$$

$$P_{i,t} = 50 \times \{-0.8999\}$$
$$P_{i,t} = 44.995$$

- The investor sells the One Times Short Commodity Security and has lost $5.005 from his/her initial investment the previous day.

Scenario 3: Example of how the Price of a One Times Short Commodity Security is affected if the value of the underlying index remains the same

- The value of the underlying index remains the same the next day.
- The sum of the fees charged on the One Times Short Commodity Security for the day of ownership is $0.005 per One Times Short Commodity Security.
- The price of the One Times Short Commodity Security will be calculated as follows:

$$P_{i,t} = P_{i,t-1} \times \{1 + CA_{i,t} + LF_i \times (I_{i,t}/I_{i,t-1} — 1)\}$$
$$P_{i,t} = 50 \times \{1 + -0.0001 + (-1) \times (100/100 — 1)\}$$
$$P_{i,t} = 50 \times \{1 + -0.0001 + (-1) \times (0)\}$$
$$P_{i,t} = 50 \times \{0.9999\}$$
$$P_{i,t} = 49.995$$

- The investor sells the One Times Short Commodity Security and has lost $0.005 from his/her initial investment the previous day.

How the Price of a Three Times Short Commodity Security is affected by the changes in the value of the underlying index

Three Times Short Commodity Securities

The three different hypothetical scenarios in this section show how the price of a Three Times Short Commodity Security is affected under three different examples of normal market conditions. These scenarios are not indicators of the actual future performance of the Three Times Short Commodity Securities and are for illustration purposes only. The following assumptions have been made:

- An investor invests in the Three Times Short Commodity Securities for one day.
- 1 Three Times Short Commodity Security is bought from a broker at a price of $50.
- The value of the underlying index when the Three Times Short Commodity Security is bought is 100.
- The Capital Adjustment on the day of investment is -0.0001.
- There are no changes in the level of fees charged on the Three Times Short Commodity Securities during the investment period.
- All transaction fees (including any commission) of the investor's broker and investment adviser for the sale and purchase of the Three Times Short Commodity Securities and the custody fees of the investor's bank are excluded.
- There is no difference between the Price of the security and that value at which it trades on exchange.

Scenario 1: Example of how the Price of a Three Times Short Commodity Security is affected if the value of the underlying index decreases

- The value of the underlying index decreases by 10 per cent. to 90 the next day.
- The sum of the fees charged on the Three Times Short Commodity Security for the day of ownership is $0.005 per Short Commodity Security.
- The price of the Three Times Short Commodity Security will be calculated as follows:

$$P_{i,t} = P_{i,t-1} \times \{1 + CA_{i,t} + LF_i \times (I_{i,t}/I_{i,t-1} — 1)\}$$
$$P_{i,t} = 50 \times \{1 + -0.0001 + (-3) \times (90/100 — 1)\}$$
$$P_{i,t} = 50 \times \{1 + -0.0001 + (-3) \times (-0.1)\}$$
$$P_{i,t} = 50 \times \{1.2999\}$$
$$P_{i,t} = 64.995$$

- The investor sells the Three Times Short Commodity Security and has gained $14.995 on his/her initial investment the previous day.

Scenario 2: Example of how the Price of a Three Times Short Commodity Security is affected if the value

of the underlying index increases

- The value of the underlying index increases by 10 per cent. to 110 the next day.
- The sum of the fees charged on the Three Times Short Commodity Security for the day of ownership is $0.005 per Three Times Short Commodity Security.
- The price of the Three Times Short Commodity Security will be calculated as follows:

$$P_{i,t} = P_{i,t-1} \times \{1 + CA_{i,t} + LF_i \times (I_{i,t}/I_{i,t-1} — 1)\}$$
$$P_{i,t} = 50 \times \{1 + -0.0001 + (-3) \times (110/100 — 1)\}$$
$$P_{i,t} = 50 \times \{1 + -0.0001 + (-3) \times (0.10)\}$$
$$P_{i,t} = 50 \times \{0.6999\}$$
$$P_{i,t} = 34.995$$

- The investor sells the Three Times Short Commodity Security and has lost $15.005 from his/her initial investment the previous day.

Scenario 3: Example of how the Price of a Three Times Short Commodity Security is affected if the value of the underlying index remains the same

- The value of the underlying index remains the same the next day.
- The sum of the fees charged on the Three Times Short Commodity Security for the day of ownership is $0.005 per Three Times Short Commodity Security.
- The price of the Three Times Short Commodity Security will be calculated as follows:

$$P_{i,t} = P_{i,t}\text{-}1 \times \{1 + CA_{i,t} + LF_i \times (I_{i,t}/I_{i,t-1} — 1)\}$$
$$P_{i,t} = 50 \times \{1 + -0.0001 + (-3) \times (100/100 — 1)\}$$
$$P_{i,t} = 50 \times \{1 + -0.0001 + (-3) \times (0)\}$$
$$P_{i,t} = 50 \times \{0.9999\}$$
$$P_{i,t} = 49.995$$

- The investor sells the Three Times Short Commodity Security and has lost $0.005 from his/her initial investment the previous day.

How the Price of a Leveraged Commodity Security is affected by the changes in the value of the underlying index

Two Times Leveraged Commodity Securities

The three different hypothetical scenarios in this section shows how the price of a Two Times Leveraged Commodity Security is affected under three different examples of normal market conditions. These scenarios are not indicators of the actual future performance of the Two Times Leveraged Commodity Securities and are for illustration purposes only. The following assumptions have been made:

- An investor invests in the Two Times Leveraged Commodity Securities for one day.
- 1 Two Times Leveraged Commodity Security is bought from a broker at a price of $50.
- The value of the underlying index when the Two Times Leveraged Commodity Security is bought is 100.
- The Capital Adjustment on the day of investment is -0.0001.
- There are no changes in the level of fees charged on the Two Times Leveraged Commodity Securities during the investment period.
- All transaction fees (including any commission) of the investor's broker and investment adviser for the sale and purchase of the Two Times Leveraged Commodity Securities and the custody fees of the investor's bank are excluded.
- There is no difference between the Price of the security and that value at which it trades on exchange.

Scenario 1: Example of how the Price of a Two Times Leveraged Commodity Security is affected if the value of the underlying index decreases

- The value of the underlying index decreases by 10 per cent. to 90 the next day.
- The sum of the fees charged on the Two Times Leveraged Commodity Security for the day of ownership is $0.005 per Leveraged Commodity Security.

- The price of the Two Times Leveraged Commodity Security will be calculated as follows:

$$P_{i,t} = P_{i,t-1} \times \{1 + CA_{i,t} + LF_i \times (I_{i,t}/I_{i,t-1} — 1)\}$$
$$P_{i,t} = 50 \times \{1 + -0.0001 + (2) \times (90/100 — 1)\}$$
$$P_{i,t} = 50 \times \{1 + -0.0001 + (2) \times (-0.1)\}$$
$$P_{i,t} = 50 \times \{0.7999\}$$
$$P_{i,t} = 39.995$$

- The investor sells the Two Times Leveraged Commodity Security and has lost $10.005 from his/her initial investment the previous day.

Scenario 2: Example of how the Price of a Two Times Leveraged Commodity Security is affected if the value of the underlying index increases

- The value of the underlying index increases by 10 per cent. to 110 the next day.
- The sum of the fees charged on the Two Times Leveraged Commodity Security for the day of ownership is $0.005 per Leveraged Commodity Security.
- The price of the Two Times Leveraged Commodity Security will be calculated as follows:

$$P_{i,t} = P_{i,t-1} \times \{1 + CA_{i,t} + LF_i \times (I_{i,t}/I_{i,t-1} — 1)\}$$
$$P_{i,t} = 50 \times \{1 + -0.0001 + (2) \times (110/100 — 1)\}$$
$$P_{i,t} = 50 \times \{1 + -0.0001 + (2) \times (0.1)\}$$
$$P_{i,t} = 50 \times \{1.1999\}$$
$$P_{i,t} = 59.995$$

- The investor sells the Two Times Leveraged Commodity Security and has gained $9.995 on his/her initial investment the previous day.

Scenario 3: Example of how the Price of a Two Times Leveraged Commodity is affected if the value of the underlying index remains the same

- The value of the underlying index remains the same the next day.
- The sum of the fees charged on the Two Times Leveraged Commodity Security for the day of ownership is $0.005 per Two Times Leveraged Commodity Security.
- The price of the Two Times Leveraged Commodity Security will be calculated as follows:

$$P_{i,t} = P_{i,t-1} \times \{1 + CA_{i,t} + LF_i \times (I_{i,t}/I_{i,t-1} — 1)\}$$
$$P_{i,t} = 50 \times \{1 + -0.0001 + (2) \times (100/100 — 1)\}$$
$$P_{i,t} = 50 \times \{1 + -0.0001 + (2) \times (0)\}$$
$$P_{i,t} = 50 \times \{0.9999\}$$
$$P_{i,t} = 49.995$$

- The investor sells the Two Times Leveraged Commodity Security and has lost $0.005 from his/her initial investment the previous day.

How the Price of a Three Times Leveraged Commodity Security is affected by the changes in the value of the underlying index

Three Times Leveraged Commodity Securities

The three different hypothetical scenarios in this section show how the price of a Three Times Leveraged Commodity Security is affected under three different examples of normal market conditions. These scenarios are not indicators of the actual future performance of the Three Times Leveraged Commodity Securities and are for illustration purposes only. The following assumptions have been made:

- An investor invests in the Three Times Leveraged Commodity Securities for one day.
- 1 Three Times Leveraged Commodity Security is bought from a broker at a price of $50.
- The value of the underlying index when the Three Times Leveraged Commodity Security is bought is 100.
- The Capital Adjustment on the day of investment is -0.0001.
- There are no changes in the level of fees charged on the Three Times Leveraged Commodity Securities during the investment period.
- All transaction fees (including any commission) of the investor's broker and investment adviser for the sale and purchase of the Three Times Leveraged Commodity Securities and the custody fees of the investor's bank are excluded.

- There is no difference between the Price of the security and that value at which it trades on exchange.

Scenario 1: Example of how the Price of a Three Times Leveraged Commodity Security is affected if the value of the underlying index decreases

- The value of the underlying index decreases by 10 per cent. to 90 the next day.
- The sum of the fees charged on the Three Times Leveraged Commodity Security for the day of ownership is $0.005 per Leveraged Commodity Security.
- The price of the Three Times Leveraged Commodity Security will be calculated as follows:

$$P_{i,t} = P_{i,t-1} \times \{1 + CA_{i,t} + LF_i \times (I_{i,t}/I_{i,t-1} — 1)\}$$
$$P_{i,t} = 50 \times \{1 + -0.0001 + (+3) \times (90/100 — 1)\}$$
$$P_{i,t} = 50 \times \{1 + -0.0001 + (+3) \times (-0.1)\}$$
$$P_{i,t} = 50 \times \{.6999\}$$
$$P_{i,t} = 34.995$$

- The investor sells the Three Times Leveraged Commodity Security and has lost $15.005 on his/her initial investment the previous day.

Scenario 2: Example of how the Price of a Three Times Leveraged Commodity Security is affected if the value of the underlying index increases

- The value of the underlying index increases by 10 per cent. to 110 the next day.
- The sum of the fees charged on the Three Times Leveraged Commodity Security for the day of ownership is $0.005 per Three Times Leveraged Commodity Security.
- The price of the Three Times Leveraged Commodity Security will be calculated as follows:

$$P_{i,t} = P_{i,t-1} \times \{1 + CA_{i,t} + LF_i \times (I_{i,t}/I_{i,t-1} — 1)\}$$
$$P_{i,t} = 50 \times \{1 + -0.0001 + (+3) \times (110/100 — 1)\}$$
$$P_{i,t} = 50 \times \{1 + -0.0001 + (+3) \times (0.10)\}$$
$$P_{i,t} = 50 \times \{1.2999\}$$
$$P_{i,t} = 64.995$$

- The investor sells the Three Times Leveraged Commodity Security and has lost $14.995 from his/her initial investment the previous day.

Scenario 3: Example of how the Price of a Three Times Leveraged Commodity Security is affected if the value of the underlying index remains the same

- The value of the underlying index remains the same the next day.
- The sum of the fees charged on the Three Times Leveraged Commodity Security for the day of ownership is $0.005 per Three Times Leveraged Commodity Security.
- The price of the Three Times Leveraged Commodity Security will be calculated as follows:

$$P_{i,t} = P_{i,t-1} \times \{1 + CA_{i,t} + LF_i \times (I_{i,t}/I_{i,t-1} — 1)\}$$
$$P_{i,t} = 50 \times \{1 + -0.0001 + (+3) \times (100/100 — 1)\}$$
$$P_{i,t} = 50 \times \{1 + -0.0001 + (+3) \times (0)\}$$
$$P_{i,t} = 50 \times \{0.9999\}$$
$$P_{i,t} = 49.995$$

- The investor sells the Three Times Leveraged Commodity Security and has lost $0.005 from his/her initial investment the previous day.

Interest

The Short and Leveraged Commodity Securities do not bear interest.

PART 3

THE BLOOMBERG COMMODITY INDEX FAMILY

Bloomberg Commodity Index^{SM} and Sub-Indices

With effect from 1 July 2014, Bloomberg took over responsibility from CME Indexes for the governance, calculation, distribution and licensing of the Bloomberg Commodity Index^{SM} and its sub-indices (including the Individual Commodity Indices and the Composite Commodity Indices) known as the Bloomberg Commodity Index Family (prior to 1 July 2014, these Indices were known as the Dow-Jones UBS Commodity Indices^{SM}), by reference to which all Short and Leveraged Commodity Securities will be priced.

The Bloomberg Commodity Index^{SM} and its sub-indices (including the Individual Commodity Indices and the Composite Commodity Indices) are published on the Website.

The methodology used to calculate these indices is set out in the Handbook, which at the date of this Prospectus is available on the Website. The Bloomberg Commodity Index^{SM} is a widely followed index which has been published since 1998, with simulated historical data calculated back to January 1991. At the beginning of 1991 each index started at 100 and is increased or decreased each day pursuant to the calculation methodology set out in the Handbook by reference to prices of the relevant constituent futures contracts. Consequently the Commodity Indices are excess return indices.

The same input components used for the Bloomberg Commodity Index^{SM} are also used by Bloomberg to construct the other Composite Commodity Indices and the Individual Commodity Indices, other than Cocoa, Gas Oil, Lead, Platinum, and Tin which are not currently included in the Bloomberg Commodity Index^{SM}.

Bloomberg has established an internal Index Oversight Committee to comply with the "19 Principles for Financial Benchmarks" as published by the International Organisation of Securities Commissions (IOSCO). The Index Oversight Committee consists of senior representatives from various Bloomberg business units. The purpose of the Index Oversight Committee is to discuss, review and challenge all aspects of the benchmark process.

Additionally, an external Index Advisory Committee has been established to provide Bloomberg with guidance and feedback from the investment community on index products and processes. The Index Advisory Committee helps set index priorities, discusses potential rule changes and provides ideas for new business products.

Specifically, the Index Oversight Committee reviews and approves (in consultation with the Index Advisory Committee) amendments to the Handbook, which sets out the procedures for determining, amongst other things:

- the commodities to be included in the Bloomberg Commodity Index^{SM};
- the Exchanges and the Designated Contracts to be used to price each Commodity Index;
- the Roll Period for each Designated Contract;
- the weighting of each commodity in the Bloomberg Commodity Index^{SM};
- determining when a Market Disruption Event occurs and the consequences of such;
- the formulae to calculate each index; and
- changes to any of the above.

Any changes implemented by the Index Oversight Committee which are reflected in the Handbook and which affect the Individual Commodity Indices or the Composite Commodity Indices will be notified to Security Holders through an RIS made as soon as practical after the change is notified to the Issuer.

Composition and Weightings

The weightings of the components in the Bloomberg Commodity Index^{SM}, and hence in the other Composite Commodity Indices, are subject to change periodically. Apart from changes to the weightings, there can be changes to the actual commodities and Designated Contracts included in the Bloomberg Commodity Index^{SM} and the Commodity Indices. At present there are 27 commodity futures eligible for inclusion in the Bloomberg Commodity Index^{SM} but four of those commodities (cocoa, lead, platinum and tin) are currently not included in the Bloomberg Commodity Index^{SM}. Bloomberg also calculates (in conjunction with UBS Securities) and publishes Individual Commodity Indices for two other commodities (orange juice and feeder cattle) not currently eligible for inclusion in the Bloomberg Commodity Index^{SM}.

A complete description of the procedures involved in recalculating the composition of the Bloomberg Commodity Index^{SM} each year is set out in the Handbook and the appendices thereto. As part of those procedures, the following diversification rules are applied in determining the Commodity Index Percentages (CIPs), i.e. the weights, in the Bloomberg Commodity Index^{SM}:

- no single commodity may constitute less than 2 per cent. (as liquidity allows) or more than 15 per cent. of the Index;
- no single commodity, together with its derivatives (e.g., crude oil, together with heating oil and gasoline), may constitute more than 25 per cent. of the Index; and
- no related group of commodities (e.g., energy, precious metals, livestock or grains) may constitute more than 33 per cent. of the Index.

The Bloomberg Commodity Index^{SM} is re-balanced annually on a price percentage basis, within the confines of the above parameters, and each sub-index is rebalanced proportionally (without any further limitations on the weights). At the time of a rebalancing of the Bloomberg Commodity Index^{SM}, it is possible that additional commodities not presently represented in the Bloomberg Commodity Index^{SM} will be added, or that one or more commodities presently represented will be removed.

Designated Contracts

For each Commodity Index a particular futures contract on a futures exchange is selected and for that contract certain designated contract months are selected. For most of the commodities the Designated Contract is a futures contract traded on various exchanges in the United States, with the balance being futures contracts traded on the LME in London. Within each Designated Contract, there are a number of futures contracts for delivery in different months. Not all of them are used for the calculation of the Commodity Indices. Rather, a number of Designated Month Contracts are selected, and intermediate futures contracts are ignored for the purposes of this calculation. This reduces the number of Roll Periods required for each commodity while still enabling pricing to be based on one of the more liquid near month contracts.

The Designated Contracts, and Designated Month Contracts, for each of the 27 commodity futures currently eligible for inclusion in the Bloomberg Commodity Index[SM], are as follows:

Table 2 — Designated Contracts and Designated Month Contracts

Commodity	Relevant Exchange	Designated Contract and (Contract Code)	Designated Month Contracts[(1)]					
Natural Gas	NYMEX[(4)]	Henry Hub Natural Gas (NG)	Mar	May	Jul	Sep	Nov	Jan
WTI Crude Oil	NYMEX[(4)]	Light, Sweet Crude Oil (CL)	Mar	May	Jul	Sep	Nov	Jan
Brent Crude Oil	ICE	Brent Crude Oil (B)	Mar	May	Jul	Sep	Nov	Jan
Unleaded Gasoline	NYMEX[(4)]	RBOB Gasoline (RB)	Mar	May	Jul	Sep	Nov	Jan
Heating Oil	NYMEX[(4)]	Heating Oil (HO)	Mar	May	Jul	Sep	Nov	Jan
Gas Oil	ICE	Low Sulphur Gas Oil (QS)	Mar	May	Jul	Sep	Nov	Jan
Aluminum	LME	High Grade Primary Aluminium (AL)	Mar	May	Jul	Nov	Jan	
Copper	COMEX[(4)]	Copper (HG)	Mar	May	Jul	Sep	Dec	
Zinc	LME	Special High Grade Zinc (ZN)	Mar	May	Jul	Nov	Jan	
Nickel	LME	Primary Nickel (NI)	Mar	May	Jul	Nov	Jan	
Gold	COMEX[(4)]	Gold (GC)	Feb	Apr	Jun	Aug	Dec	
Silver	COMEX[(4)]	Silver (SI)	Mar	May	Jul	Sep	Dec	
Live Cattle	CME[(2)]	Live Cattle (LC)	Feb	Apr	Jun	Aug	Oct	Dec
Lean Hogs	CME[(2)]	Lean Hogs (LH)	Feb	Apr	Jun	Aug	Oct	Dec
Wheat	CBOT[(2)]	Soft Wheat (W)	Mar	May	Jul	Sep	Dec	
Kansas Wheat	KCBT	Kansas Wheat (KW)	Mar	May	Jul	Sep	Dec	
Corn	CBOT[(2)]	Corn (C)	Mar	May	Jul	Sep	Dec	
Soybeans	CBOT[(2)]	Soybeans (S)	Mar	May	Jul	Nov	Jan	
Sugar	NYBOT[(3)]	World Sugar NO. 11 (SB)	Mar	May	Jul	Oct		
Cotton	NYBOT[(3)]	Cotton (CT)	Mar	May	Jul	Dec		
Coffee	NYBOT[(3)]	Coffee (KC)	Mar	May	Jul	Sep	Dec	
Soybean Oil	CBOT[(2)]	Soybean Oil (BO)	Mar	May	Jul	Nov	Jan	
Soybean Meal	CBOT[(2)]	Soybean Meal (SM)	Mar	May	Jul	Nov	Jan	
Cocoa	NYBOT[(3)]	Cocoa (CC)	Mar	May	Jul	Sep	Dec	
Lead	LME	Refine Standard Lead (LL)	Mar	May	Jul	Sep	Nov	Jan
Platinum	NYMEX[(4)]	Platinum (PL)	Apr	Jul	Oct	Jan		
Tin	LME	Refined Tin (LT)	Mar	May	Jul	Sep	Nov	Jan

(1) The contract months are as named by the Exchange in question, irrespective of the particular delivery dates.

(2) Chicago Board of Trade and Chicago Mercantile Exchange merged in 2007

(3) ICE Futures U.S.

(4) The New York Mercantile Exchange Inc. merged with CME Group in 2008.

The termination or replacement of a futures contract on an established exchange occurs infrequently. If a Designated Contract were to be terminated or replaced, a comparable futures contract would be selected, if available, to replace that Designated Contract.

Roll Process

The Commodity Indices are calculated each General Trading Day, using the Settlement Prices of near dated futures contracts.

Because futures contracts expire periodically, the Commodity Index calculations must change from using one futures contract (the "**Lead Future**") to using a subsequent futures contract (the "**Next Future**"). This process is called "rolling", and normally happens proportionally over a five day period (the "**Roll Period**"), on the sixth, seventh, eighth, ninth and tenth General Trading Days of a month but only if that day and the prior General Trading Day is a Pricing Day for the relevant commodity. If not, the change for the relevant commodity is deferred until the next following Pricing Day, and implemented in addition to the change which would otherwise be implemented on that day.

The current Designated Month Contracts are listed above in the far right column of Table 2.

For the Commodity Indices, a contract is the Lead Future in the month prior to its named month (so that for Natural Gas, the January contract is the Lead Future in December) and in any earlier months, as required (so that the January contract is also the Lead Future for Natural Gas in November). Pricing is rolled from the Lead Future to the Next Future in the month prior to its named month (so that pricing for Natural Gas rolls in early December from the January contract to the March contract).

As can be seen in Table 2, not all commodities have the same named months or number of Designated Month Contracts. Consequently, the commodities to be rolled each month will vary from month to month.

Market Disruption Days

If a Market Disruption Event occurs in the Relevant Market for an Individual Commodity Index on a General Trading Day which is a Trading Day for such Commodity Index, that Individual Commodity Index may or may not be calculated and published by Bloomberg on such day. Irrespective of whether an Individual Commodity Index is so published by Bloomberg, that day will not be a Pricing Day for the relevant class of Short and Leveraged Individual Security. If a Market Disruption Event occurs in the Relevant Market for one or more futures contracts by reference to which a Composite Commodity Index is calculated on a General Trading Day which is a Trading Day for such Commodity Index, that Composite Commodity Index may or may not be calculated and published by Bloomberg on that day. Irrespective of whether a Composite Commodity Index is published, that day will not be a Pricing Day for the purposes of pricing the relevant class of Short or Leveraged Index Securities. If there are five or more consecutive Market Disruption Days, then on each subsequent Market Disruption Day (up to a maximum continuous period of 30 days (each Trading Day during that period being a Pricing Day)) the Calculation Agent will calculate and publish a substitute value for the relevant Commodity Index and those days will be Pricing Days. If the relevant disruption is continuing on the expiry of that period, the Issuer and the Calculation Agent will negotiate to agree a replacement for that Commodity Index. Failing agreement within a further period of 30 days, the Issuer may exercise its right to redeem the relevant Short and Leveraged Individual Securities.

Simulated Historic Investment Returns

Table 3 and Table 4 show simulated historical returns for the last 10 years . In the tables:

Index Volatility — is a measure of the average dispersion of the daily Commodity Index returns around their statistical mean. It is calculated for each year as the standard deviation of daily Commodity Index returns and annualised.

Index Return — is the percentage change in the Commodity Index in the calendar year (excluding fees and adjustments).

Short Return — is the percentage change in the Price of the Short Commodity Security in the calendar year (excluding fees and adjustments).

Leveraged Return — is the percentage change in the Price of the Leveraged Commodity Security in the calendar year (excluding fees and adjustments).

The figures in the right hand column, other than for Index Volatility, are the compound annual growth.

Table 3 — Simulated Historical Investment Returns — One Times Short Commodity Securities and Two Times Leveraged Commodity Securities

		2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	28 Oct 20	Compound Annual return
Natural Gas	Index Volatility	40%	31%	46%	30%	42%	41%	40%	35%	45%	37%	51%	42%
	Index Return	-41%	-47%	-31%	5%	-31%	-40%	10%	-37%	-2%	-39%	-21%	-28%
	Short Return	44%	72%	16%	-13%	21%	41%	-23%	40%	17%	43%	1%	19%
	Leveraged Return	-70%	-75%	-61%	1%	-60%	-69%	3%	-65%	-23%	-67%	-50%	-56%
WTI Crude	Index Volatility	27%	33%	26%	18%	24%	45%	44%	24%	31%	33%	86%	35%
	Index Return	4%	-4%	-12%	7%	-42%	-44%	7%	4%	-22%	32%	-62%	-10%
	Short Return	-10%	-7%	6%	-9%	62%	46%	-23%	-10%	16%	-32%	36%	0%
	Leveraged Return	0%	-17%	-27%	10%	-68%	-75%	-6%	2%	-45%	55%	-93%	-27%
Brent Crude Oil	Index Volatility	26%	29%	22%	16%	21%	42%	44%	23%	29%	30%	63%	33%
	Index Return	11%	17%	8%	7%	-48%	-46%	25%	13%	-17%	33%	-47%	-4%
	Short Return	-16%	-21%	-11%	-9%	83%	54%	-34%	-16%	10%	-31%	34%	-5%
	Leveraged Return	16%	25%	10%	12%	-74%	-75%	29%	21%	-36%	61%	-81%	-16%
Gasoline	Index Volatility	26%	31%	22%	19%	22%	41%	38%	23%	28%	30%	76%	33%
	Index Return	13%	14%	26%	2%	-44%	-13%	6%	2%	-30%	41%	-47%	-1%
	Short Return	-17%	-21%	-24%	-6%	69%	-3%	-18%	-7%	31%	-36%	15%	-7%
	Leveraged Return	19%	19%	50%	0%	-70%	-35%	-2%	-2%	-55%	82%	-85%	-11%
Heating Oil	Index Volatility	26%	26%	20%	16%	18%	36%	41%	22%	23%	25%	53%	30%
	Index Return	8%	11%	5%	0%	-39%	-43%	33%	14%	-17%	22%	-53%	-4%
	Short Return	-14%	-16%	-9%	-3%	58%	54%	-36%	-16%	14%	-23%	67%	-3%
	Leveraged Return	9%	14%	7%	-2%	-64%	-71%	51%	24%	-36%	40%	-83%	-14%
Sulphur Gas Oil	Index Volatility	25%	23%	18%	16%	15%	31%	40%	21%	23%	25%	53%	28%
	Index Return	10%	19%	6%	3%	-46%	-41%	30%	18%	-13%	21%	-56%	-3%
	Short Return	-15%	-21%	-9%	-6%	82%	53%	-34%	-19%	8%	-23%	77%	-3%
	Leveraged Return	14%	35%	9%	4%	-72%	-68%	45%	32%	-28%	38%	-85%	-12%
Aluminium	Index Volatility	27%	22%	20%	18%	16%	18%	16%	15%	22%	14%	14%	22%
	Index Return	5%	-22%	-4%	-21%	-3%	-23%	9%	30%	-19%	-6%	-5%	-7%
	Short Return	-12%	21%	0%	22%	1%	26%	-11%	-25%	17%	4%	3%	3%
	Leveraged Return	3%	-42%	-12%	-39%	-9%	-43%	17%	65%	-37%	-13%	-11%	-16%
Copper	Index Volatility	28%	31%	22%	19%	15%	24%	20%	19%	20%	16%	23%	28%
	Index Return	29%	-24%	5%	-9%	-17%	-25%	15%	28%	-23%	5%	7%	-4%
	Short Return	-29%	21%	-9%	6%	17%	26%	-17%	-25%	24%	-7%	-11%	-1%
	Leveraged Return	54%	-48%	5%	-20%	-32%	-47%	28%	58%	-43%	7%	9%	-11%
Zinc	Index Volatility	39%	31%	22%	17%	17%	24%	28%	23%	24%	22%	22%	31%
	Index Return	-9%	-28%	9%	-7%	3%	-28%	57%	28%	-23%	-3%	9%	-3%
	Short Return	-6%	26%	-13%	5%	-6%	31%	-41%	-26%	22%	-1%	-12%	-4%
	Leveraged Return	-29%	-53%	13%	-16%	4%	-51%	128%	57%	-44%	11%	14%	-12%
Nickel	Index Volatility	38%	37%	26%	22%	26%	32%	31%	30%	27%	26%	25%	36%
	Index Return	32%	-25%	-10%	-20%	7%	-43%	11%	24%	-18%	30%	10%	-4%
	Short Return	-34%	16%	4%	19%	-13%	57%	-19%	-27%	13%	-28%	-14%	-5%
	Leveraged Return	50%	-51%	-25%	-39%	8%	-70%	13%	41%	-37%	57%	15%	-17%
Gold	Index Volatility	16%	21%	16%	22%	14%	15%	16%	10%	10%	11%	21%	18%
	Index Return	29%	10%	6%	-29%	-2%	-11%	7%	12%	-5%	16%	20%	2%
	Short Return	-24%	-13%	-8%	33%	0%	10%	-9%	-11%	4%	-15%	-20%	-5%
	Leveraged Return	61%	15%	9%	-52%	-5%	-22%	12%	23%	-10%	32%	38%	2%
Silver	Index Volatility	32%	47%	31%	33%	24%	27%	26%	17%	18%	19%	47%	32%
	Index Return	82%	-10%	7%	-37%	-20%	-13%	14%	5%	-12%	11%	26%	-1%
	Short Return	-50%	11%	15%	41%	19%	7%	-18%	-7%	10%	14%	-34%	-7%

	Leveraged Return	198%	-37%	4%	-64%	-40%	-29%	20%	6%	-25%	20%	31%	-10%
Live Cattle	Index Volatility	12%	16%	12%	9%	13%	18%	19%	19%	16%	14%	27%	15%
	Index Return	15%	-1%	-4%	-5%	22%	-14%	-8%	8%	1%	-1%	-23%	1%
	Short Return	-14%	-1%	3%	5%	-19%	-13%	4%	-11%	-3%	-1%	23%	-3%
	Leveraged Return	30%	-5%	-9%	-11%	46%	-29%	-18%	13%	-2%	-4%	-45%	-1%
Lean Hogs	Index Volatility	21%	20%	18%	14%	20%	29%	28%	26%	33%	37%	47%	25%
	Index Return	0%	-5%	-3%	-2%	-4%	-26%	-3%	2%	-13%	-21%	-34%	-8%
	Short Return	-5%	1%	0%	0%	0%	-24%	-5%	-8%	2%	10%	26%	2%
	Leveraged Return	-4%	-13%	-9%	-6%	-12%	-50%	-14%	-3%	-32%	-46%	-64%	-21%
Wheat	Index Volatility	36%	39%	32%	20%	26%	29%	24%	23%	28%	25%	24%	32%
	Index Return	21%	-34%	10%	-27%	-9%	-22%	-24%	-13%	2%	7%	6%	-11%
	Short Return	-28%	30%	-18%	32%	3%	-18%	24%	9%	-9%	-12%	-10%	3%
	Leveraged Return	28%	-63%	9%	-49%	-23%	-44%	-46%	-29%	-5%	8%	7%	-27%
Kansas Wheat	Index Volatility	33%	34%	30%	18%	24%	28%	23%	24%	29%	27%	27%	30%
	Index Return	42%	-23%	6%	-26%	-5%	-33%	-25%	-16%	-5%	-11%	4%	-12%
	Short Return	-37%	16%	-13%	31%	-1%	38%	27%	12%	-3%	5%	-10%	5%
	Leveraged Return	81%	-47%	2%	-47%	-14%	-58%	-47%	-33%	-17%	-27%	2%	-28%
Corn	Index Volatility	31%	33%	30%	25%	22%	23%	23%	18%	17%	22%	20%	28%
	Index Return	30%	1%	19%	-30%	-13%	-19%	-10%	-13%	-6%	-7%	-5%	-6%
	Short Return	-30%	-12%	-23%	35%	10%	17%	5%	11%	4%	2%	1%	0%
	Leveraged Return	55%	-9%	29%	-55%	-28%	-38%	-23%	-27%	-15%	-18%	-12%	-18%
Soybean	Index Volatility	22%	22%	23%	19%	20%	20%	22%	16%	18%	15%	15%	24%
	Index Return	35%	-16%	24%	10%	-6%	-15%	14%	-9%	-13%	-3%	6%	1%
	Short Return	-29%	14%	-23%	-13%	2%	13%	-17%	7%	12%	0%	-8%	-5%
	Leveraged Return	73%	-33%	46%	18%	14%	-30%	25%	19%	-28%	-7%	11%	-2%
Sugar	Index Volatility	48%	39%	26%	17%	22%	30%	31%	28%	27%	21%	30%	32%
	Index Return	24%	-12%	-13%	-20%	-31%	-5%	22%	-26%	-28%	0%	6%	-11%
	Short Return	-36%	-2%	8%	21%	38%	-4%	-26%	25%	28%	-4%	-13%	2%
	Leveraged Return	20%	-34%	-29%	-38%	-55%	-17%	36%	50%	51%	-5%	4%	-28%
Cotton	Index Volatility	31%	37%	27%	20%	19%	19%	20%	19%	22%	20%	24%	26%
	Index Return	98%	-22%	-13%	9%	-21%	3%	10%	11%	-9%	-8%	1%	2%
	Short Return	-54%	12%	7%	-12%	22%	-6%	-13%	-14%	5%	5%	-6%	-8%
	Leveraged Return	255%	-47%	-29%	14%	-40%	2%	17%	20%	-21%	-20%	-3%	-2%
Coffee	Index Volatility	30%	30%	30%	26%	45%	34%	28%	23%	24%	31%	36%	30%
	Index Return	67%	-11%	-42%	-31%	38%	-32%	-2%	17%	-28%	10%	-24%	-10%
	Short Return	-45%	3%	56%	35%	-41%	30%	-6%	14%	31%	-18%	18%	1%
	Leveraged Return	153%	-28%	-69%	-55%	56%	-58%	-11%	-34%	-51%	9%	-49%	-26%
Soybean Oil	Index Volatility	21%	21%	20%	15%	20%	23%	21%	16%	14%	16%	22%	23%
	Index Return	34%	-15%	-10%	-22%	21%	-8%	7%	-8%	-21%	17%	-10%	-6%
	Short Return	-29%	13%	7%	26%	21%	3%	-10%	6%	24%	-17%	6%	3%
	Leveraged Return	70%	-31%	-22%	-41%	-39%	-19%	10%	17%	-39%	-34%	-22%	-15%
Soybean Meal	Index Volatility	26%	24%	26%	26%	25%	22%	26%	19%	19%	16%	18%	27%
	Index Return	39%	-18%	-49%	-20%	12%	-18%	18%	-6%	-6%	-8%	14%	6%
	Short Return	-33%	16%	-37%	-22%	16%	16%	-21%	2%	3%	7%	-15%	-11%
	Leveraged Return	79%	-37%	-107%	34%	17%	-36%	30%	14%	-15%	-18%	27%	6%
Cocoa	Index Volatility	26%	28%	32%	20%	17%	17%	25%	31%	32%	23%	27%	28%
	Index Return	-12%	-32%	6%	18%	6%	10%	-33%	-13%	18%	3%	-3%	-5%
	Short Return	6%	37%	-15%	-19%	-9%	-11%	40%	5%	-24%	-8%	-4%	-2%
	Leveraged Return	-27%	-58%	3%	34%	10%	16%	-58%	-32%	26%	1%	-11%	-15%
Platinum	Index Volatility	21%	21%	20%	21%	15%	20%	24%	17%	18%	20%	44%	23%
	Index Return	19%	-22%	9%	-12%	12%	-26%	0%	2%	-17%	19%	-12%	-5%
	Short Return	-20%	22%	-11%	9%	12%	30%	-6%	-5%	16%	-20%	-4%	1%

	Leveraged Return	36%	-42%	13%	-26%	-25%	-48%	-5%	1%	-33%	36%	-35%	-14%
Tin	Index Volatility	28%	33%	29%	21%	15%	26%	19%	16%	14%	18%	23%	28%
	Index Return	58%	-29%	22%	-5%	-13%	-25%	47%	-4%	-2%	-11%	6%	1%
	Short Return	-42%	26%	-24%	1%	13%	24%	-35%	1%	0%	8%	-9%	-6%
	Leveraged Return	130%	-55%	37%	-14%	-26%	-47%	110%	-10%	-5%	-23%	6%	-4%
Lead	Index Volatility	40%	36%	26%	19%	16%	24%	26%	24%	25%	20%	24%	34%
	Index Return	1%	-20%	12%	-8%	-18%	-5%	10%	22%	-19%	-5%	-9%	-4%
	Short Return	-15%	10%	-16%	4%	19%	-1%	-15%	-22%	16%	1%	5%	-3%
	Leveraged Return	-13%	-44%	-18%	-18%	-35%	-14%	-14%	-39%	-38%	-14%	-21%	-14%

(1) Index returns are based on historical Excess Return Indices before interest and fees
(2) Short and Leveraged returns are simulated returns before interest and fees
(3) Compound Annual Return is the compound annual return from 2010 to 2020*
(4) Volatility 2010 to 2020* is the annualised daily volatility from 2010 to 2020*
(5) The table has been prepared on the assumption that there were no Market Disruption Days during any of the years in question
* To 28 October 2020

		2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	28 Oct 20	Compound Annual return
All Commodities	Index Volatility	17%	18%	14%	10%	10%	15%	15%	10%	12%	11%	16%	17%
	Index Return	17%	-13%	-1%	-10%	-17%	-25%	11%	1%	-13%	5%	-11%	-5%
	Short Return	-17%	12%	-1%	9%	19%	30%	-12%	-2%	13%	-6%	9%	4%
	Leveraged Return	32%	-27%	-4%	-19%	-32%	-45%	21%	1%	-25%	10%	-23%	-12%
Energy	Index Volatility	22%	25%	23%	15%	21%	34%	34%	20%	25%	26%	44%	28%
	Index Return	-11%	-16%	-9%	5%	-39%	-39%	16%	-5%	-14%	9%	-44%	-12%
	Short Return	7%	12%	5%	-7%	58%	46%	-23%	1%	10%	-14%	47%	7%
	Leveraged Return	-24%	-34%	-22%	8%	-65%	-67%	19%	-14%	-31%	12%	-74%	-28%
Ex-Energy	Index Volatility	17%	18%	14%	11%	10%	11%	11%	9%	10%	8%	12%	15%
	Index Return	31%	-12%	3%	-17%	-7%	-18%	7%	4%	-13%	4%	4%	-3%
	Short Return	-26%	10%	-5%	19%	6%	20%	-8%	-5%	13%	-4%	-5%	1%
	Leveraged Return	65%	-25%	4%	-32%	-13%	-33%	14%	8%	-25%	7%	7%	-7%
Petroleum	Index Volatility	26%	30%	22%	16%	21%	41%	42%	23%	28%	30%	60%	33%
	Index Return	6%	2%	0%	5%	-43%	-39%	17%	9%	-21%	31%	-54%	-7%
	Short Return	-12%	-10%	-5%	-7%	69%	40%	-28%	-13%	17%	-30%	50%	-2%
	Leveraged Return	5%	-6%	-4%	7%	-69%	-69%	15%	12%	-42%	57%	-86%	-20%
Industrial Metals	Index Volatility	28%	26%	19%	17%	14%	20%	18%	16%	18%	13%	16%	23%
	Index Return	16%	-24%	1%	-14%	-7%	-27%	20%	28%	-21%	5%	5%	-4%
	Short Return	-20%	24%	-4%	13%	5%	32%	-19%	-24%	23%	-6%	-7%	1%
	Leveraged Return	25%	-46%	-2%	-28%	-15%	-49%	38%	60%	-40%	8%	7%	-12%
Precious Metals	Index Volatility	19%	26%	19%	24%	16%	17%	18%	12%	12%	13%	24%	21%
	Index Return	42%	5%	6%	-31%	-7%	-12%	9%	10%	-6%	15%	21%	2%
	Short Return	-32%	-11%	-9%	36%	5%	10%	-11%	-10%	5%	-14%	-22%	-5%
	Leveraged Return	95%	2%	9%	-55%	-15%	-24%	15%	19%	-14%	29%	39%	0%
Livestock	Index Volatility	13%	15%	12%	9%	13%	18%	17%	16%	17%	18%	26%	15%
	Index Return	9%	-2%	-4%	-4%	12%	-19%	-6%	5%	-4%	-8%	-28%	-2%
	Short Return	-10%	0%	2%	3%	-12%	19%	3%	-7%	1%	5%	30%	0%
	Leveraged Return	17%	-7%	-8%	-8%	22%	-36%	-14%	8%	-10%	-18%	-51%	-7%
Agriculture	Index Volatility	22%	23%	20%	13%	15%	16%	15%	13%	14%	13%	13%	20%
	Index Return	38%	-14%	4%	-14%	-9%	-16%	2%	-12%	-13%	0%	0%	-5%
	Short Return	-31%	11%	-7%	15%	8%	16%	-4%	11%	12%	-1%	-2%	2%
	Leveraged Return	82%	-31%	4%	-28%	-19%	-31%	1%	-24%	-25%	-3%	-2%	-12%
Grains	Index Volatility	25%	27%	24%	18%	18%	20%	19%	16%	17%	17%	15%	24%
	Index Return	30%	-14%	18%	-17%	-9%	-19%	-6%	-12%	-7%	-3%	2%	-5%
	Short Return	-28%	9%	-20%	17%	7%	19%	3%	11%	5%	0%	-4%	1%
	Leveraged Return	59%	-32%	32%	-33%	-21%	-38%	-15%	-25%	-17%	-9%	2%	-14%
Soft	Index Volatility	26%	25%	19%	13%	23%	21%	21%	18%	18%	17%	20%	22%
	Index Return	60%	-14%	-22%	-17%	-10%	-10%	13%	-16%	-24%	2%	-7%	-6%
	Short Return	-42%	9%	24%	18%	6%	6%	-15%	15%	27%	-5%	3%	2%
	Leveraged Return	138%	-31%	-42%	-32%	-23%	-22%	22%	-31%	-44%	1%	-17%	-16%

(1) Index returns are based on historical Excess Return Indices before interest and fees
(2) Short and Leveraged returns are simulated returns before interest and fees
(3) Compound Annual Return is the compound annual return from 2010 to 2020*
(4) Volatility 2010 to 2020* is the annualised daily volatility from 2010 to 2020*
(5) The table has been prepared on the assumption that there were no Market Disruption Days during any of the years in question
* To 28 October 2020

The table shows that (over a period other than a single day) the returns from Short and Leveraged Commodity Securities are not equal to the return on the Commodity Index multiplied by the relevant Leverage Factor. The actual return will differ for reasons set out in Part 1 (*General*). For example in 2014 the Petroleum Index return was -43 per cent. Multiplying this Petroleum Index return by the relevant Leverage Factor would imply a Short Petroleum return of 43 per cent and a Leveraged Petroleum return of -86 per cent. However, the simulated historical returns (before fees and adjustments and assuming no Market Disruption Events) were 69 per cent and -69 per cent respectively. In both cases the simulated historical return was better than the Commodity Index return multiplied by the Leverage Factor. The opposite result occurred, for example, in 2011. The Petroleum Index experienced a return of 2 per cent. Multiplying this Petroleum Index return by the relevant Leverage Factor would imply a Short Petroleum return of -2 per cent and a Leveraged Petroleum return of 4 per cent, yet the simulated historical returns (before fees and adjustments and assuming no Market Disruption Events) were -10 per cent and -6 per cent respectively. In both cases the simulated historical return was worse than the Commodity Index return multiplied by the Leverage Factor.

Table 4 — Simulated Historical Investment Returns — Three Times Short Individual Securities and Three Times Leveraged Individual Securities

		2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	28 Oct 20	Compound Annual return
Natural Gas	Index Volatility	40%	31%	46%	30%	42%	41%	40%	35%	45%	37%	51%	42%
	Index Return	-41%	-47%	-31%	5%	-31%	-40%	10%	-37%	-2%	-39%	-21%	-26%
	Short Return	85%	281%	-19%	-49%	2%	72%	-72%	90%	-72%	95%	-52%	-9%
	Leveraged Return	-87%	-89%	-83%	-12%	-81%	-87%	-18%	-83%	-52%	-84%	-75%	-75%
WTI Crude	Index Volatility	27%	33%	26%	18%	24%	45%	44%	24%	31%	33%	86%	40%
	Index Return	4%	-4%	-12%	7%	-42%	-44%	7%	4%	-22%	32%	-62%	-19%
	Short Return	-42%	-42%	-3%	-32%	262%	65%	-76%	-38%	19%	-79%	-76%	-33%
	Leveraged Return	-10%	-37%	-44%	11%	-84%	-91%	-32%	-6%	-65%	64%	-100%	-71%
Brent Crude Oil	Index Volatility	26%	29%	22%	16%	21%	42%	44%	23%	29%	30%	63%	35%
	Index Return	11%	17%	8%	7%	-48%	-46%	25%	13%	-17%	33%	-47%	-11%
	Short Return	-51%	-62%	-40%	-30%	439%	110%	-85%	-50%	3%	-76%	-12%	-30%
	Leveraged Return	13%	23%	7%	14%	-88%	-91%	10%	22%	-56%	78%	-96%	-53%
Gasoline	Index Volatility	26%	31%	22%	19%	22%	41%	38%	23%	28%	30%	76%	37%
	Index Return	13%	14%	26%	2%	-44%	-13%	6%	2%	-30%	41%	-47%	-9%
	Short Return	-54%	-62%	-62%	-25%	323%	-45%	-65%	-32%	78%	-81%	-70%	-40%
	Leveraged Return	16%	12%	72%	-6%	-85%	-60%	-22%	-11%	-73%	115%	-98%	-52%
Heating Oil	Index Volatility	26%	26%	20%	16%	18%	36%	41%	22%	23%	25%	53%	32%
	Index Return	8%	11%	5%	0%	-39%	-43%	33%	14%	-17%	22%	-53%	-12%
	Short Return	-47%	-51%	-33%	-15%	259%	145%	-85%	-50%	27%	-63%	126%	-15%
	Leveraged Return	3%	10%	4%	-7%	-79%	-87%	46%	28%	-53%	50%	-96%	-48%
Sulphur Gas Oil	Index Volatility	25%	23%	18%	16%	15%	31%	40%	21%	23%	25%	53%	30%
	Index Return	10%	19%	6%	3%	-46%	-41%	30%	18%	-13%	21%	-56%	-12%
	Short Return	-49%	-57%	-30%	-22%	459%	164%	-83%	-53%	8%	-63%	167%	-12%
	Leveraged Return	11%	45%	8%	3%	-86%	-85%	38%	42%	-44%	48%	-96%	-46%
Aluminium	Index Volatility	27%	22%	20%	18%	16%	18%	16%	15%	22%	14%	14%	21%
	Index Return	5%	-22%	-4%	-21%	-3%	-23%	9%	30%	-19%	-6%	-5%	-8%
	Short Return	-44%	54%	-12%	65%	-6%	80%	-35%	-60%	36%	6%	5%	4%
	Leveraged Return	-7%	-59%	-22%	-55%	-16%	-59%	21%	105%	-54%	-21%	-18%	-28%
Copper	Index Volatility	28%	31%	22%	19%	15%	24%	20%	19%	20%	16%	23%	27%
	Index Return	29%	-24%	5%	-9%	-17%	-25%	15%	28%	-23%	5%	7%	-5%
	Short Return	-71%	32%	-35%	6%	50%	70%	-49%	-61%	70%	-27%	-38%	-10%
	Leveraged Return	70%	-68%	0%	-32%	-46%	-65%	36%	89%	-59%	7%	6%	-26%
Zinc	Index Volatility	39%	31%	22%	17%	17%	24%	28%	23%	24%	22%	22%	30%
	Index Return	-9%	-28%	9%	-7%	3%	-28%	57%	28%	-23%	-3%	9%	-1%
	Short Return	-48%	51%	-42%	5%	-24%	85%	-84%	-65%	53%	-17%	-40%	-26%
	Leveraged Return	-53%	-72%	12%	-26%	2%	-69%	206%	82%	-62%	-21%	15%	-18%
Nickel	Index Volatility	38%	37%	26%	22%	26%	32%	31%	30%	27%	26%	25%	35%
	Index Return	32%	-25%	-10%	-20%	7%	-43%	11%	24%	-18%	30%	10%	-6%
	Short Return	-82%	4%	-7%	46%	-46%	187%	-60%	-70%	17%	-70%	-46%	-26%
	Leveraged Return	47%	-72%	-41%	-56%	1%	-86%	3%	46%	-56%	78%	14%	-35%
Gold	Index Volatility	16%	21%	16%	22%	14%	15%	16%	10%	10%	11%	22%	18%
	Index Return	29%	10%	6%	-29%	-2%	-11%	7%	12%	-5%	16%	20%	1%
	Short Return	-60%	-41%	-28%	106%	-7%	24%	-31%	-33%	8%	-40%	-54%	-18%
	Leveraged Return	97%	15%	10%	-69%	-11%	-34%	15%	35%	-16%	48%	53%	-4%
Silver	Index Volatility	32%	47%	31%	33%	24%	27%	26%	17%	18%	19%	47%	33%
	Index Return	82%	-10%	7%	-37%	-20%	-13%	14%	5%	-12%	11%	26%	-5%
	Short Return	-91%	-62%	-53%	102%	39%	-2%	-55%	-28%	21%	-43%	-84%	-34%
	Leveraged Return	339%	-67%	-8%	-82%	-58%	-47%	19%	5%	-38%	24%	10%	-36%
Live Cattle	Index Volatility	12%	16%	12%	9%	13%	18%	19%	19%	16%	14%	27%	16%
	Index Return	15%	-1%	-4%	-5%	22%	-14%	-8%	8%	1%	-1%	-23%	-3%
	Short Return	-40%	-11%	4%	11%	-50%	30%	2%	-36%	-17%	-9%	55%	-7%
	Leveraged Return	44%	-10%	-15%	-17%	73%	-43%	-30%	14%	-6%	-9%	-63%	-17%
Lean Hogs	Index Volatility	21%	20%	18%	14%	20%	29%	28%	26%	33%	37%	47%	28%
	Index Return	0%	-5%	-3%	-2%	-4%	-26%	-3%	2%	-13%	-21%	-34%	-12%
	Short Return	-24%	-10%	-11%	-6%	-10%	48%	-32%	-36%	-25%	-15%	14%	-11%
	Leveraged Return	-12%	-23%	-18%	-12%	-23%	-69%	-29%	-14%	-53%	-68%	-84%	-47%
Wheat	Index Volatility	36%	39%	32%	20%	26%	29%	24%	23%	28%	25%	24%	32%

	Index Return	21%	-34%	10%	-27%	-9%	-22%	-24%	-13%	2%	7%	6%	-12%
	Short Return	-75%	39%	-59%	105%	-11%	27%	61%	10%	-42%	-44%	-38%	-7%
	Leveraged Return	19%	-82%	-2%	-66%	-39%	-64%	-64%	-45%	-18%	2%	2%	-46%
Kansas Wheat	Index Volatility	33%	34%	30%	18%	24%	28%	23%	24%	29%	27%	27%	30%
	Index Return	42%	-23%	6%	-26%	-5%	-33%	-25%	-16%	-5%	-11%	4%	-15%
	Short Return	-82%	10%	-51%	103%	-18%	106%	76%	18%	-31%	-8%	-39%	4%
	Leveraged Return	107%	-68%	-10%	-64%	-27%	-76%	-65%	-50%	-34%	-44%	-6%	-50%
Corn	Index Volatility	31%	33%	30%	25%	22%	23%	23%	18%	17%	22%	21%	28%
	Index Return	30%	1%	19%	-30%	-13%	-19%	-10%	-13%	-6%	-7%	-5%	-9%
	Short Return	-75%	-51%	-66%	101%	14%	38%	0%	25%	2%	-8%	-7%	-5%
	Leveraged Return	67%	-26%	29%	-72%	-44%	-55%	-38%	-40%	-25%	-32%	-22%	-38%
Soybean	Index Volatility	22%	22%	23%	19%	20%	20%	22%	16%	18%	15%	15%	23%
	Index Return	35%	-16%	24%	10%	-6%	-15%	14%	-9%	-13%	-3%	6%	-2%
	Short Return	-70%	28%	-62%	-40%	-8%	28%	-50%	14%	26%	-5%	-26%	-16%
	Leveraged Return	111%	-49%	62%	21%	-26%	-45%	30%	-30%	-41%	-14%	13%	-15%
Sugar	Index Volatility	48%	39%	26%	17%	22%	30%	31%	28%	27%	21%	30%	31%
	Index Return	24%	-12%	-13%	-20%	-31%	-5%	22%	-26%	-28%	0%	6%	-12%
	Short Return	-87%	-41%	3%	64%	127%	-33%	-70%	52%	69%	-24%	-47%	-8%
	Leveraged Return	-9%	-57%	-46%	-53%	-71%	-34%	37%	-68%	-70%	-13%	-6%	-46%
Cotton	Index Volatility	31%	37%	27%	20%	19%	19%	20%	19%	22%	20%	24%	26%
	Index Return	98%	-22%	-13%	9%	-21%	3%	10%	11%	-9%	-8%	1%	-5%
	Short Return	-93%	-7%	-2%	-39%	65%	-26%	-41%	-43%	-1%	1%	-28%	-17%
	Leveraged Return	479%	-68%	-47%	15%	-56%	-2%	19%	24%	-35%	-32%	-11%	-27%
Coffee	Index Volatility	30%	30%	30%	26%	45%	34%	28%	23%	24%	31%	37%	31%
	Index Return	67%	-11%	-42%	-31%	38%	-32%	-2%	-17%	-28%	10%	-24%	-17%
	Short Return	-88%	-16%	187%	102%	-89%	54%	-34%	26%	86%	-59%	16%	-5%
	Leveraged Return	251%	-47%	-85%	-73%	47%	-78%	-25%	-51%	-69%	-2%	-69%	-57%
Soybean Oil	Index Volatility	21%	21%	20%	15%	20%	23%	21%	16%	14%	16%	23%	22%
	Index Return	34%	-15%	-10%	-22%	-21%	-8%	7%	-8%	-21%	17%	-10%	-10%
	Short Return	-68%	26%	8%	86%	57%	-7%	-37%	9%	78%	-48%	5%	10%
	Leveraged Return	108%	-47%	-35%	-57%	-56%	-33%	8%	-28%	-53%	49%	-35%	-34%
Soybean Meal	Index Volatility	26%	24%	26%	26%	25%	22%	26%	19%	19%	16%	18%	26%
	Index Return	39%	-18%	49%	20%	12%	-18%	18%	-6%	-6%	-8%	14%	4%
	Short Return	-76%	30%	-80%	-62%	-51%	36%	-59%	-4%	-4%	12%	-43%	-34%
	Leveraged Return	116%	-54%	167%	41%	15%	-52%	34%	-25%	-26%	-29%	37%	-4%
Cocoa	Index Volatility	26%	28%	32%	20%	17%	17%	25%	31%	32%	23%	27%	28%
	Index Return	-12%	-32%	6%	18%	6%	10%	-33%	-13%	18%	3%	-3%	-4%
	Short Return	-4%	100%	-55%	-52%	-30%	-36%	128%	-13%	-68%	-35%	-26%	-25%
	Leveraged Return	-44%	-76%	-10%	46%	10%	20%	-76%	-51%	21%	-7%	-23%	-27%
Platinum	Index Volatility	21%	21%	20%	21%	15%	20%	24%	17%	18%	20%	44%	25%
	Index Return	19%	-22%	9%	-12%	-12%	-26%	0%	2%	-17%	19%	-12%	-8%
	Short Return	-54%	60%	-38%	13%	31%	96%	-31%	-22%	40%	-54%	-46%	-6%
	Leveraged Return	48%	-59%	14%	-40%	-37%	-65%	-15%	-3%	-48%	48%	-60%	-34%
Tin	Index Volatility	28%	33%	29%	21%	15%	26%	19%	16%	14%	18%	23%	27%
	Index Return	58%	-29%	22%	-5%	-13%	-25%	47%	-4%	-2%	-11%	6%	-3%
	Short Return	-84%	45%	-67%	-11%	35%	57%	-75%	-3%	-7%	15%	-35%	-17%
	Leveraged Return	206%	-75%	42%	-25%	-39%	-65%	189%	-18%	-11%	-35%	2%	-23%
Lead	Index Volatility	40%	36%	26%	19%	16%	24%	26%	24%	25%	20%	24%	33%
	Index Return	1%	-20%	12%	-8%	-18%	-5%	10%	22%	-19%	-5%	-9%	-5%
	Short Return	-62%	-10%	-52%	1%	57%	-18%	-51%	-61%	27%	-9%	-1%	-19%
	Leveraged Return	-37%	-66%	16%	-30%	-49%	-27%	10%	50%	-56%	-25%	-35%	-29%

(1) Index returns are based on historical Excess Return Indices before interest and fees
(2) Short and Leveraged returns are simulated returns before interest and fees
(3) Compound Annual Return is the compound annual return from 2010 to 2020*
(4) Volatility 2010 to 2020* is the annualised daily volatility from 2010 to 2020*
(5) The table has been prepared on the assumption that there were no
Market Disruption Days during any of the years in question

* To 28 October 2020

		2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	28 Oct 20	Compound Annual return
All Commodities	Index Volatility	17%	18%	14%	10%	10%	15%	15%	9%	11%	10%	17%	16%
	Index Return	17%	-13%	-1%	-10%	-17%	-25%	11%	1%	-13%	5%	-11%	-8%
	Short Return	-47%	27%	-8%	27%	64%	103%	-37%	-7%	40%	-20%	21%	15%
	Leveraged Return	46%	-41%	-9%	-28%	-45%	-60%	29%	0%	-37%	13%	-35%	-26%
Energy	Index Volatility	22%	25%	23%	15%	21%	34%	34%	20%	25%	25%	47%	30%
	Index Return	-11%	-16%	-9%	5%	-39%	-39%	16%	-5%	-14%	9%	-44%	-16%
	Short Return	5%	17%	-1%	-24%	247%	123%	-69%	-8%	9%	-49%	79%	7%
	Leveraged Return	-38%	-51%	-36%	9%	-81%	-84%	10%	-25%	-49%	8%	-91%	-54%
Ex-Energy	Index Volatility	17%	18%	14%	11%	10%	11%	11%	8%	10%	8%	12%	15%
	Index Return	31%	-12%	3%	-17%	-7%	-18%	7%	4%	-13%	4%	4%	-5%
	Short Return	-63%	21%	-18%	61%	16%	66%	-25%	-16%	42%	-14%	-18%	7%
	Leveraged Return	103%	-38%	2%	-45%	-21%	-47%	20%	11%	-35%	10%	8%	-17%
Petroleum	Index Volatility	26%	30%	22%	16%	21%	41%	42%	23%	28%	29%	65%	35%
	Index Return	6%	2%	0%	5%	-43%	-39%	17%	9%	-21%	31%	-54%	-14%
	Short Return	-44%	-45%	-27%	-26%	325%	64%	-78%	-43%	26%	-74%	13%	-21%
	Leveraged Return	-3%	-21%	-13%	7%	-84%	-87%	-4%	9%	-61%	74%	-98%	-57%
Industrial Metals	Index Volatility	28%	26%	19%	17%	14%	20%	18%	16%	17%	13%	17%	23%
	Index Return	16%	-24%	1%	-14%	-7%	-27%	20%	28%	-21%	5%	5%	-5%
	Short Return	-59%	55%	-21%	31%	11%	103%	-52%	-59%	69%	-22%	-25%	-3%
	Leveraged Return	23%	-65%	-9%	-41%	-24%	-65%	55%	95%	-55%	9%	7%	-23%
Precious Metals	Index Volatility	19%	26%	19%	24%	16%	17%	18%	12%	11%	13%	25%	21%
	Index Return	42%	5%	6%	-31%	-7%	-12%	9%	10%	-6%	15%	21%	0%
	Short Return	-72%	-41%	-33%	113%	6%	22%	-37%	-31%	13%	-40%	-60%	-19%

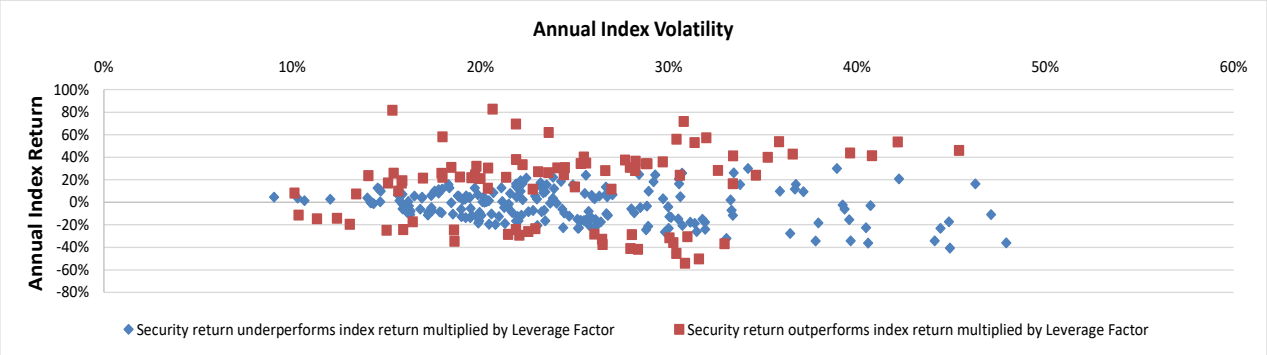
	Leveraged Return	158%	-8%	7%	-73%	-25%	-36%	18%	27%	-21%	43%	50%	-11%
Livestock	Index Volatility	13%	15%	12%	9%	13%	18%	17%	16%	16%	18%	28%	16%
	Index Return	9%	-2%	-4%	-4%	12%	-19%	-6%	5%	-4%	-8%	-28%	-6%
	Short Return	-31%	-6%	2%	7%	-35%	55%	0%	-27%	-6%	5%	78%	3%
	Leveraged Return	23%	-13%	-14%	-12%	32%	-51%	-24%	8%	-18%	-30%	-69%	-25%
Agriculture	Index Volatility	22%	23%	20%	13%	15%	16%	15%	13%	14%	13%	14%	19%
	Index Return	38%	-14%	4%	-14%	-9%	-16%	2%	-12%	-13%	0%	0%	-8%
	Short Return	-72%	16%	-29%	43%	17%	43%	-18%	31%	33%	-9%	-10%	9%
	Leveraged Return	130%	-47%	0%	-40%	-30%	-44%	-2%	-35%	-37%	-6%	-5%	-27%
Grains	Index Volatility	25%	27%	24%	18%	18%	20%	19%	16%	17%	17%	16%	23%
	Index Return	30%	-14%	18%	-17%	-9%	-19%	-6%	-12%	-7%	-3%	2%	-8%
	Short Return	-69%	3%	-58%	44%	10%	50%	-3%	26%	5%	-8%	-17%	0%
	Leveraged Return	82%	-50%	39%	-48%	-33%	-54%	-26%	-37%	-27%	-17%	-1%	-30%
Soft	Index Volatility	26%	25%	19%	13%	23%	21%	21%	17%	18%	17%	22%	22%
	Index Return	60%	-14%	-22%	-17%	-10%	-10%	13%	-16%	-24%	2%	-7%	-11%
	Short Return	-84%	7%	71%	57%	1%	6%	-47%	38%	86%	-21%	-3%	13%
	Leveraged Return	231%	-48%	-58%	-46%	-38%	-36%	26%	-45%	-60%	-3%	-28%	-38%

(1) Index returns are based on historical Excess Return Indices before interest and fees
(2) Short and Leveraged returns are simulated returns before interest and fees
(3) Compound Annual Return is the compound annual return from 2010 to 2020*
(4) Volatility 2010 to 2020* is the annualised daily volatility from 2010 to 2020*
(5) The table has been prepared on the assumption that there were no Market Disruption Days during any of the years in question
* To 28 October 2020

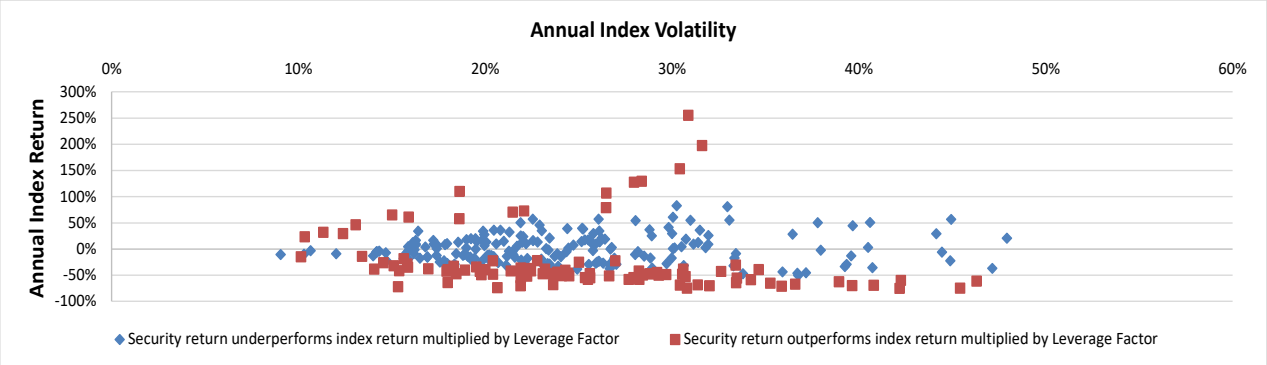
The table shows that (over a period other than a single day) the returns from Short and Leveraged Commodity Securities are not equal to the return on the Commodity Index multiplied by the relevant Leverage Factor. The actual return will differ for reasons set out in Part 1 (*General*). For example in 2014 the Petroleum Index return was -43 per cent. Multiplying this Petroleum Index return by the relevant Leverage Factor would imply a Short Petroleum return of 43 per cent and a Leveraged Petroleum return of -86 per cent. However, the simulated historical returns (before fees and adjustments and assuming no Market Disruption Events) were 325 per cent and -84 per cent respectively. In both cases the simulated historical return was better than the Commodity Index return multiplied by the Leverage Factor.

The opposite result occurred, for example, in 2011. The Petroleum Index experienced a return of 2 per cent. Multiplying this Petroleum Index return by the relevant Leverage Factor would imply a Short Petroleum return of -2 per cent and a Leveraged Petroleum return of 4 per cent, yet the simulated historical returns (before fees and adjustments and assuming no Market Disruption Events) were -45 per cent and -21 per cent respectively. In both cases the simulated historical return was worse than the Commodity Index return multiplied by the Leverage Factor.

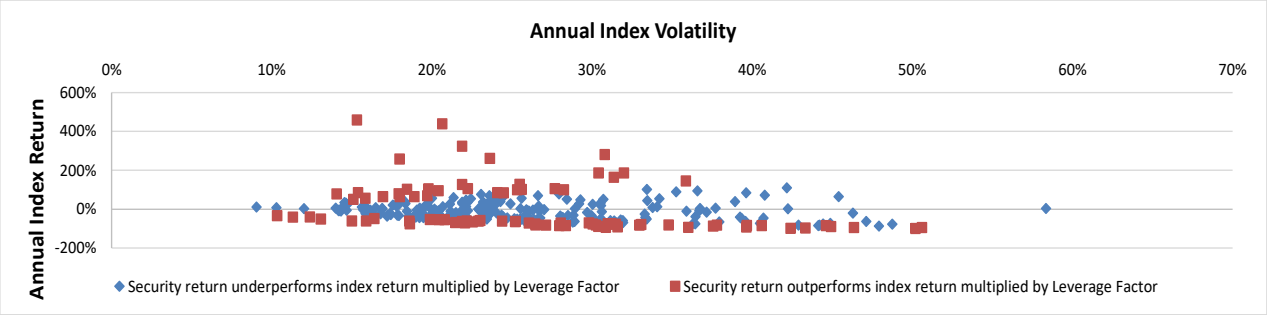
WisdomTree One Times Short Commodity Securities: Comparison of simulated historical annual returns versus the annual index return multiplied by the Leverage Factor



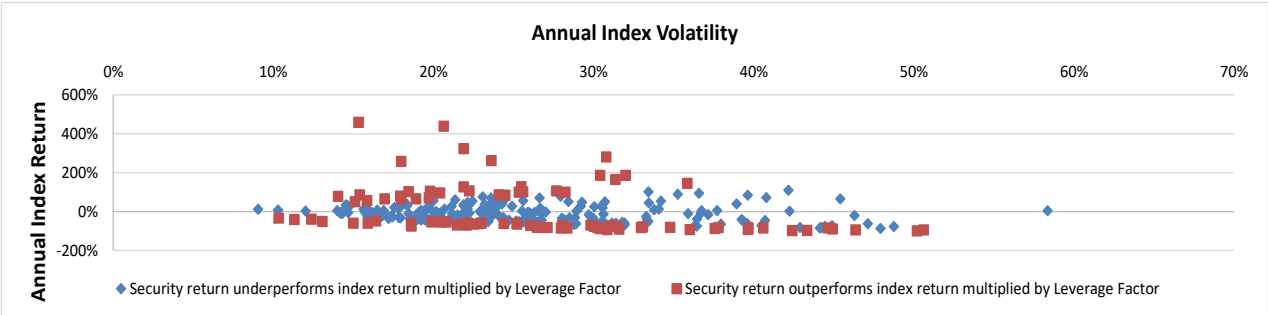
WisdomTree Two Times Leveraged Commodity Securities: Comparison of simulated historical annual returns versus the annual index return multiplied by the Leverage Factor



WisdomTree Three Times Short Individual Securities: Comparison of simulated historic annual returns versus the annual index return multiplied by the Leverage Factor



WisdomTree Three Times Leveraged Individual Securities: Comparison of simulated historical annual return versus the annual index return multiplied by the Leverage Factor



For both Short and Leveraged Commodity Securities, when comparing the simulated historical return (before fees and adjustments) to the Commodity Index return multiplied by the Leverage Factor the results show that:

- as the magnitude of the cumulative change in the Commodity Index return increases (whether positive or negative), the simulated historical return for Short and Leveraged Commodity Securities improves relative to the Commodity Index return multiplied by the Leverage Factor; and
- additionally, as the Commodity Index volatility increases, the simulated historical return for Short and Leveraged Commodity Securities worsens relative to the Commodity Index return multiplied by the Leverage Factor.

Additionally, as the time increases, the simulated historical return for Short and Leveraged Commodity Securities worsens relative to the Commodity Index return multiplied by the Leverage Factor. The last column of Table 3, which shows that, if held over the full 10 year period, the simulated historical return underperformed the Commodity Index return multiplied by the Leverage Factor for every security.

If fees and adjustments were included, the performance of Short and Leveraged Commodity Securities could be higher or lower than shown, depending on whether the Capital Adjustment was positive or negative.

Possible Early Redemption

In the case of an extreme fall in the Price of a Short or Leveraged Commodity Security, the relevant Short or Leveraged Commodity Security could be Compulsorily Redeemed if (i) the Intra-day Price falls to or below zero or (ii) the Price of a Short or Leveraged Commodity Security falls below 2.5 times the Principal Amount and the Issuer has not obtained the sanction of Security Holders of the relevant class to reduce the Principal Amount by Extraordinary Resolution. Historical simulations show that:

- between 3 January 2007 to 28 October 2020 the Intra-day Price of any Short or Leveraged Commodity Security has never reached zero, i.e. the relevant Commodity Index has never decreased by more than 50 per cent. in one day (in the case of Leveraged Commodity Securities) and nor did the Commodity Index increase by more than 100 per cent. in one day (in the case of the Short Commodity Securities); and
- between 1 January 1991 and 31 December 2009 the Price of Short or Leveraged Commodity Securities fell to 2.5 times the Principal Amount a total of 73 times for the 66 classes of Short or Leveraged Commodity Securities. The most any Short or Leveraged Commodity Security fell to

below 2.5 times the Principal Amount and requiring a reduction was for Leveraged Natural Gas Commodity Securities occurring seven times between 1991 and 2009.

The Second Month Indices

The Bloomberg WTI Crude Oil SL Index

In relation to the WisdomTree WTI Crude Oil 2x Daily Leveraged Individual Securities and the WisdomTree WTI Crude Oil 1x Daily Short Individual Securities, the Original Index is the Bloomberg WTI Crude Oil Sub Index^{SM} and the Substituted Index is proposed to be the Bloomberg WTI Crude Oil SL Index (BBG Index ticker: BCLSLER).

Index Methodology

The Substituted Index aims to hold the second or the third WTI Crude Oil futures contract on the curve.

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

Figure 1: Roll schedule for the Substituted and Original Indices

Calendar month	*WTI Active/ Front month futures contract – the active contract switch happens on or around 20th of each month*	**The Original Index** Roll from 6th to 10th General Trading Days	**The Substituted Index** Roll from 6th - 10th General Trading Days
Jan	Feb > Mar	Mar	Mar > Apr
Feb	Mar > Apr	Mar > May	Apr > May
Mar	Apr > May	May	May > Jun
Apr	May > Jun	May > Jul	Jun > Jul
May	Jun > Jul	Jul	Jul > Aug
Jun	Jul > Aug	Jul > Sep	Aug > Sep
Jul	Aug > Sep	Sep	Sep > Oct
Aug	Sep > Oct	Sep > Nov	Oct > Nov
Sep	Oct > Nov	Nov	Nov > Dec
Oct	Nov > Dec	Nov > Jan	Dec > Jan
Nov	Dec > Jan	Jan	Jan > Feb
Dec	Jan > Feb	Jan > Mar	Feb > Mar

The Active or Front month futures contracts refers to the contract with an expiration date that is nearest the current date. Since the front month will have the shortest time to expiration, it will also tend to be the most liquid futures contract and will tend to be the most referred to by investors, media as a proxy for the Spot Price.

The full methodology can be found at: https://assets.bbhub.io/professional/sites/10/Bloomberg-SL-Commodity-Index-Methodology_9.17.2020.pdf.

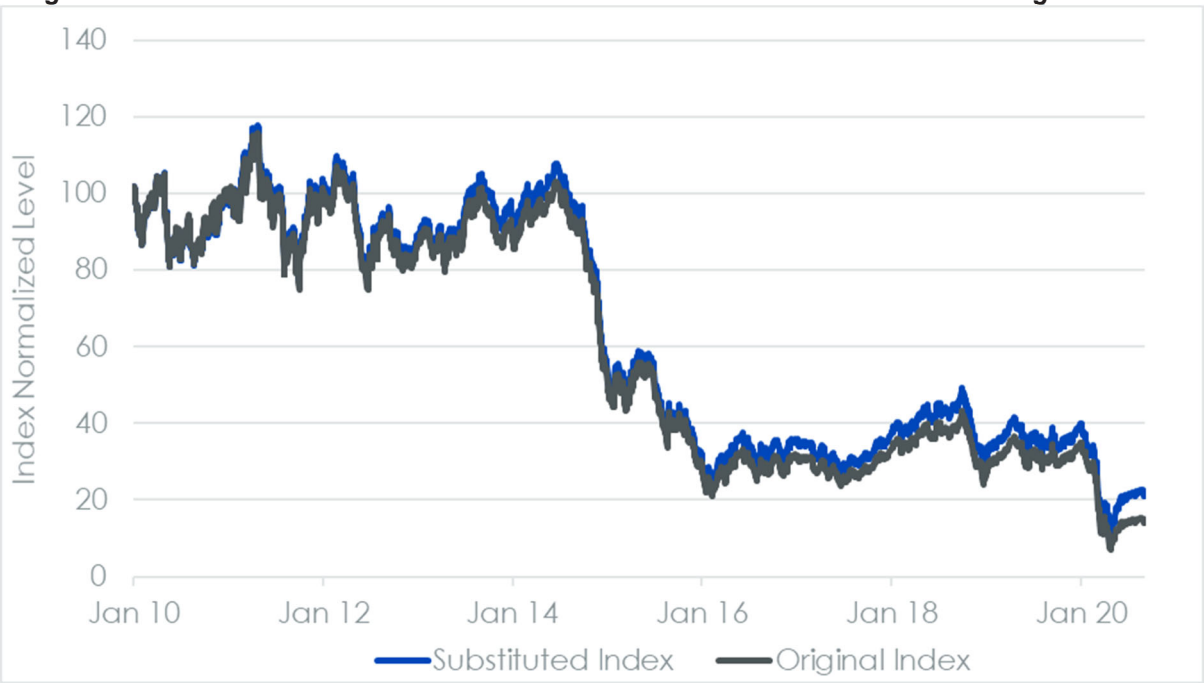
Historical Performance

The Substituted Index has outperformed the Original Index over the last 10 years. For the year 2020 to date (20 November 2020, the latest practicable date prior to the issue of this document) (YTD), the Substituted Index benefitted from being positioned slightly further along on the futures price curve to outperform the Original Index.

The Correlation of daily returns between the Substituted Index and the Original Index during this period has been very high at 99.5%[7].

[7] Source: *WisdomTree, Bloomberg.4 January 2010 to 20 November 2020. Numbers include back-tested data. Historical performance is not an indication of future performance and any investments may go down in value.*

Figure 2: Historical and Year to Date Performance of the Substituted and the Original Index[8]



	Substituted Index	Original Index
YTD Performance	-44.33%	-56.87%
YTD Volatility	80.22%	85.53%
Annualised Performance (Since Common Inception)	-13.16%	-16.20%
Annualised Volatility (Since Common Inception)	37.83%	39.13%

Considering calendar year performance of the two indices, the Substituted Index outperformed the Original Index in 7 out of the last 9 years (as shown in Figure 3 below).

[8] *Source: WisdomTree, Bloomberg.4 January 2010 to 20 November 2020. Numbers include back-tested data. Historical performance is not an indication of future performance and any investments may go down in value.*

Figure 3: Calendar Performance of the Substituted Index and the Original Index

	YTD	2019	2018	2017	2016	2015
Substituted Index	-44.3%	31.8%	-20.5%	2.9%	12.1%	-42.5%
Original Index	-56.9%	31.6%	-22.0%	4.1%	6.7%	-44.4%
Leveraged Returns (based on Substituted Index)	-85.1%	55.9%	-42.8%	-0.4%	4.5%	-73.0%
Leveraged Returns (based on Original Index)	-91.8%	55.1%	-45.0%	1.9%	-6.1%	-74.9%
Short Returns (based on Substituted Index)	0.1%	-32.1%	14.4%	-8.3%	-26.0%	42.6%
Short Returns (based on Original Index)	19.0%	-32.2%	16.4%	-9.6%	-23.1%	46.1%

	2014	2013	2012	2011	*Since Jan 2010 (Annualised)*
Substituted Index	-42.1%	9.6%	-11.7%	-0.6%	-13.2%
Original Index	-41.7%	6.8%	-11.8%	-3.7%	-16.2%
Leveraged Returns (based on Substituted Index)	-68.4%	16.4%	-27.0%	-11.7%	-35.6%
Leveraged Returns (based on Original Index)	-68.0%	10.4%	-27.3%	-17.3%	-40.7%
Short Returns (based on Substituted Index)	63.3%	-11.5%	6.0%	-9.8%	-0.3%
Short Returns (based on Original Index)	62.1%	-9.3%	6.1%	-7.1%	2.3%

In the tables in Figure 3, Short Returns are calculated as the percentage changes in the Price of the Short Commodity Security in the calendar year (excluding fees and adjustments, simulated by using the performance of the relevant index) and Leveraged Returns are calculated as the percentage changes in the Price of the Leveraged Commodity Security in the calendar year (excluding fees and adjustments, simulated by using the performance of the relevant index).[9]

As explained in Part 1 (*General*) of the Prospectus and demonstrated by worked examples shown in Part 2 of the Prospectus (*How does a Security Holder determine the value of their investment?*) and historic simulations shown in Figure 3, the actual change in Price of Short and Leveraged Commodity Securities over periods greater than one day may differ significantly from the product of the Index return and the Leverage Factor over such longer period. Accordingly, investors should consider the relevance of the annualised performance information shown in Figure 3 when making any investment decisions.

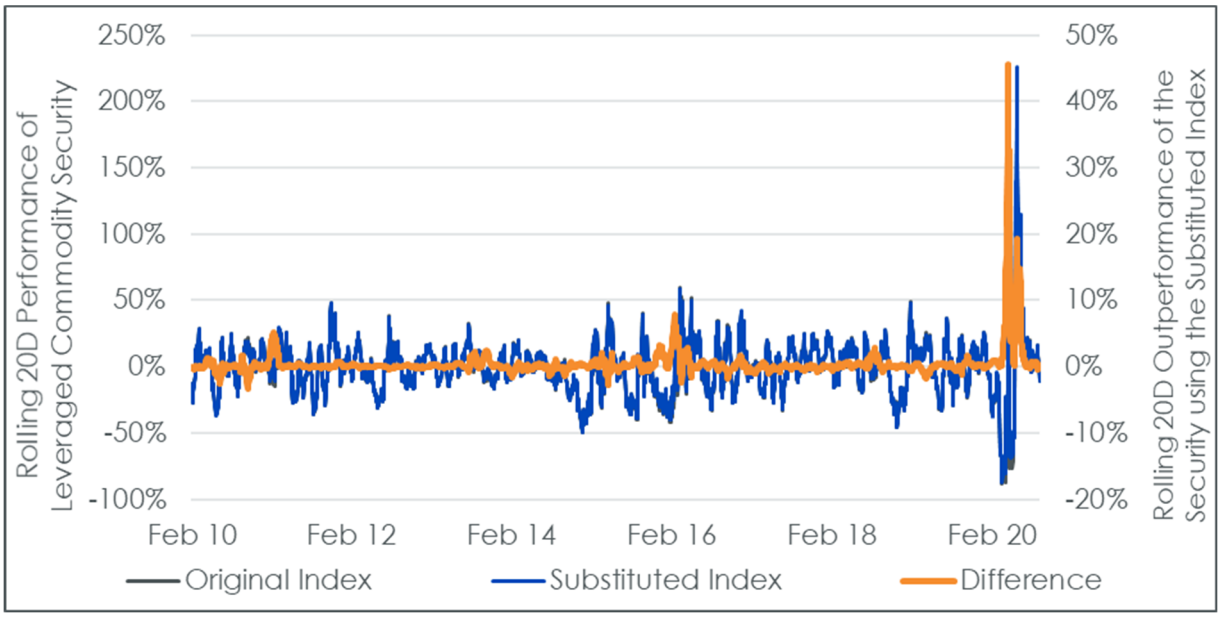
Focus on WisdomTree WTI Crude Oil 2x Daily Leveraged Individual Securities

The performance of the Leveraged Commodity Security (excluding fees and adjustments) simulated using the Substituted Index is very correlated to the performance of the Leveraged Commodity Security (excluding fees and adjustments) simulated using the Original Index (99.5%). The average difference between the two over 20 General Trading Days periods is 0.445% with the Leveraged Commodity Security simulated using the Substituted Index outperforming 60.18% of the time.

Figure 4: Rolling 20 General Trading Days Performance of the Leveraged Commodity Security

[9] *Source: WisdomTree, Bloomberg.4 January 2010 to 20 November 2020. Numbers include back-tested data. Historical performance is not an indication of future performance and any investments may go down in value.*

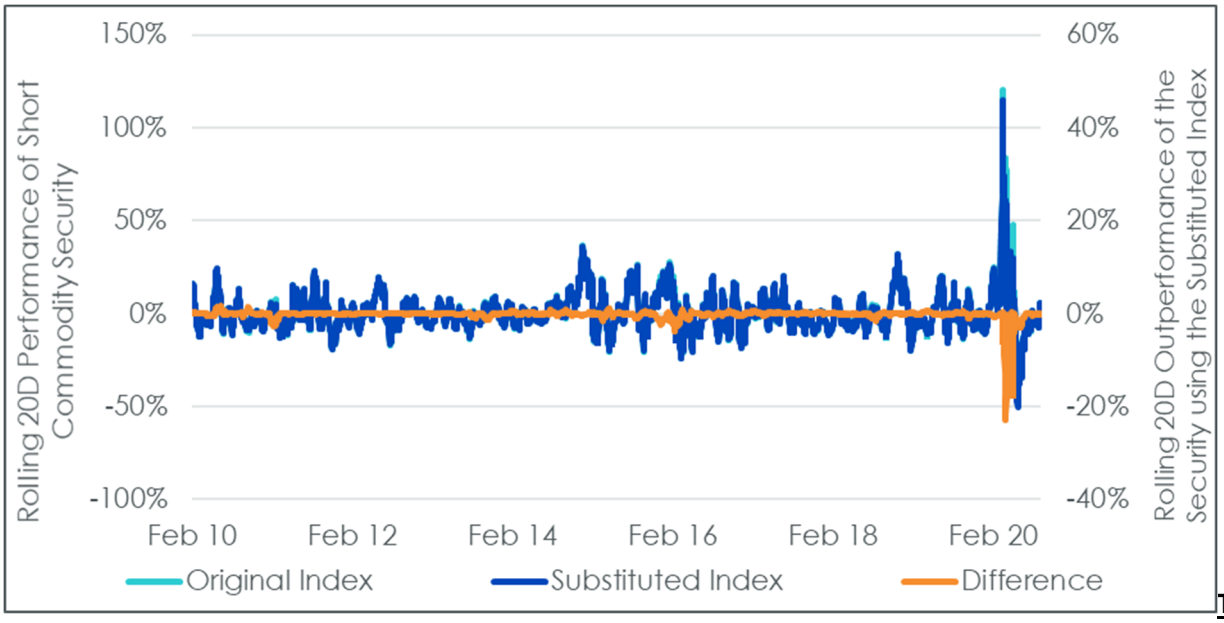
depending on the index used[10]



Focus on WisdomTree WTI Crude Oil 1x Daily Short Individual Securities

The performance of the Short Commodity Security (excluding fees and adjustments) simulated using the Substituted Index is very correlated to the performance of the Short Commodity Security (excluding fees and adjustments) simulated using the Original Index (99.5%). The average difference between the two over 20 General Trading Days periods is -0.22% with the Short Commodity Security simulated using the Substituted Index outperforming 42.856.4% of the time.

Figure 5: Rolling 20 General Trading Days Performance of the Short Commodity Security depending on the index used[11]



The

Bloomberg Brent Crude Oil SL Index

In relation to the WisdomTree Brent Crude Oil 2x Daily Leveraged Individual Securities and the WisdomTree

[10] *Source: WisdomTree, Bloomberg.4 January 2010 to 20 November 2020. Numbers include back-tested data. Historical performance is not an indication of future performance and any investments may go down in value.*

[11] *Source: WisdomTree, Bloomberg.4 January 2010 to 20 November 2020. Numbers include back-tested data. Historical performance is not an indication of future performance and any investments may go down in value.*

Brent Crude Oil 1x Daily Short Individual Securities, the Original Index is the Bloomberg Brent Crude Oil Sub Index[SM] and the Substituted Index is proposed to be the Bloomberg Brent Crude Oil SL Index (BBG Index ticker: BCOSLER).

Index Methodology

The Substituted Index aims to hold the second or the third Brent Crude Oil futures contract on the curve.

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

Figure 1: Roll schedule for the Substituted and Original Indices

Calendar month	*Brent Active/ Front month futures contract – the active contract switch happens on or around 30th of each month*	**The Original Index** Roll from 6th to 10th General Trading Days	**The Substituted Index** Roll from 6th - 10th General Trading Days
Jan	Mar > Apr	Mar > May	Apr > May
Feb	Apr > May	May	May > Jun
Mar	May > Jun	May > Jul	Jun > Jul
Apr	Jun > Jul	Jul	Jul > Aug
May	Jul > Aug	Jul > Sep	Aug > Sep
Jun	Aug > Sep	Sep	Sep > Oct
Jul	Sep > Oct	Sep > Nov	Oct > Nov
Aug	Oct > Nov	Nov	Nov > Dec
Sep	Nov > Dec	Nov > Jan	Dec > Jan
Oct	Dec > Jan	Jan	Jan > Feb
Nov	Jan > Feb	Jan > Mar	Feb > Mar
Dec	Feb > Mar	Mar	Mar > Apr

The Active or Front month futures contracts refers to the contract with an expiration date that is nearest the current date. Since the front month will have the shortest time to expiration, it will also tend to be the most liquid futures contract and will tend to be the most referred to by investors, media as a proxy for the Spot Price.

The full methodology can be found at: https://assets.bbhub.io/professional/sites/10/Bloomberg-SL-Commodity-Index-Methodology_9.17.2020.pdf.

Historical Performance

The Substituted Index has outperformed the Original Index over the last 10 years. For the year 2020 to date (20 November 2020, the latest practicable date prior to the issue of this document) (YTD), the Substituted Index benefitted from being positioned slightly further along on the futures price curve to outperform the Original Index.

The Correlation of daily returns between the Substituted Index and the Original Index during this period has been very high at 99.9%[12].

[12] Source: *WisdomTree, Bloomberg.4 January 2010 to 20 November 2020. Numbers include back-tested data. Historical performance is not an indication of future performance and any investments may go down in value.*

Figure 2: Historical and Year to Date Performance of the Substituted and the Original Index[13]

	Substituted Index	Original Index
YTD Performance	-39.84%	-40.58%
YTD Volatility	59.74%	62.89%
Annualised Performance (Since Common Inception)	-8.18%	-8.36%
Annualised Volatility (Since Common Inception)	33.16%	33.63%

Considering calendar year performance of the two indices, the Substituted Index outperformed the Original Index in 4 out of the last 9 years (as shown in Figure 3 below).

[13] Source: *WisdomTree, Bloomberg.4 January 2010 to 20 November 2020. Numbers include back-tested data. Historical performance is not an indication of future performance and any investments may go down in value.*

Figure 3: Calendar Performance of the Substituted Index and the Original Index

	YTD	2019	2018	2017	2016	2015
Substituted Index	-39.8%	30.2%	-15.8%	12.5%	27.4%	-45.7%
Original Index	-40.6%	32.7%	-16.6%	13.2%	25.0%	-45.6%
Leveraged Returns (based on Substituted Index)	-75.1%	54.9%	-35.1%	19.8%	34.7%	-75.4%
Leveraged Returns (based on Original Index)	-76.8%	60.8%	-36.4%	21.1%	29.1%	-75.3%
Short Returns (based on Substituted Index)	20.5%	-30.1%	9.0%	-15.8%	-35.1%	53.2%
Short Returns (based on Original Index)	17.8%	-31.4%	9.9%	-16.4%	-34.2%	53.7%

	2014	2013	2012	2011	*Since Jan 2010 (Annualised)*
Substituted Index	-48.1%	6.9%	8.6%	17.4%	-8.2%
Original Index	-47.6%	7.2%	7.5%	16.8%	-8.4%
Leveraged Returns (based on Substituted Index)	-74.3%	11.2%	12.3%	26.5%	-24.9%
Leveraged Returns (based on Original Index)	-73.8%	11.9%	10.2%	25.1%	-25.5%
Short Returns (based on Substituted Index)	84.1%	-8.9%	-12.4%	-21.8%	-2.5%
Short Returns (based on Original Index)	82.7%	-9.1%	-11.5%	-21.3%	-2.6%

In the tables in Figure 3, Short Returns are calculated as the percentage changes in the Price of the Short Commodity Security in the calendar year (excluding fees and adjustments, simulated by using the performance of the relevant index) and Leveraged Returns are calculated as the percentage changes in the Price of the Leveraged Commodity Security in the calendar year (excluding fees and adjustments, simulated by using the performance of the relevant index).[14]

As explained in Part 1 (*General*) of the Prospectus and demonstrated by worked examples shown in Part 2 of the Prospectus (*How does a Security Holder determine the value of their investment?*) and historic simulations shown in Figure 4, the actual change in Price of Short and Leveraged Commodity Securities over periods greater than one day may differ significantly from the product of the Index return and the Leverage Factor over such longer period. Accordingly, investors should consider the relevance of the annualised performance information shown in Figure 3 when making any investment decisions.

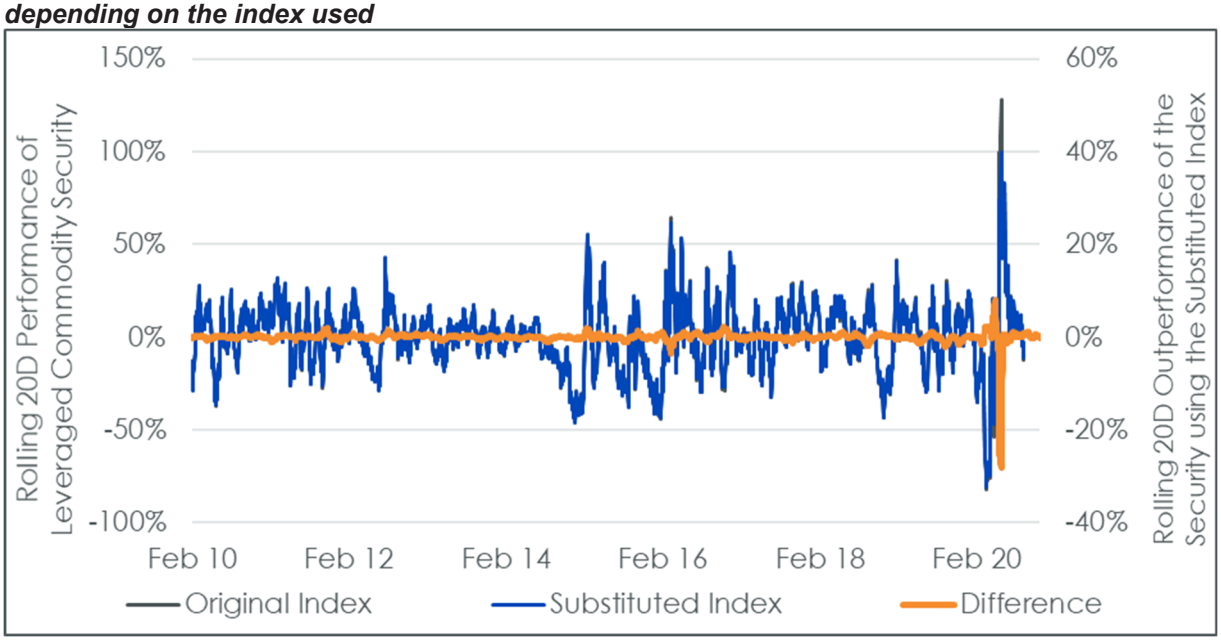
Focus on WisdomTree Brent Crude Oil 2x Daily Leveraged Individual Securities

The performance of the Leveraged Commodity Security (excluding fees and adjustments) simulated using the Substituted Index is very correlated to the performance of the Leveraged Commodity Security (excluding fees and adjustments) simulated using the Original Index (99.9%[15]). The average difference between the two over 20 General Trading Days periods is -0.02% with the Leveraged Commodity Security simulated using the Substituted Index outperforming 54% of the time.

[14] Source: *WisdomTree, Bloomberg.4 January 2010 to 20 November 2020. Numbers include back-tested data. Historical performance is not an indication of future performance and any investments may go down in value.*

[15] Source: *WisdomTree, Bloomberg.4 January 2010 to 20 November 2020. Numbers include back-tested data. Historical performance is not an indication of future performance and any investments may go down in value.*

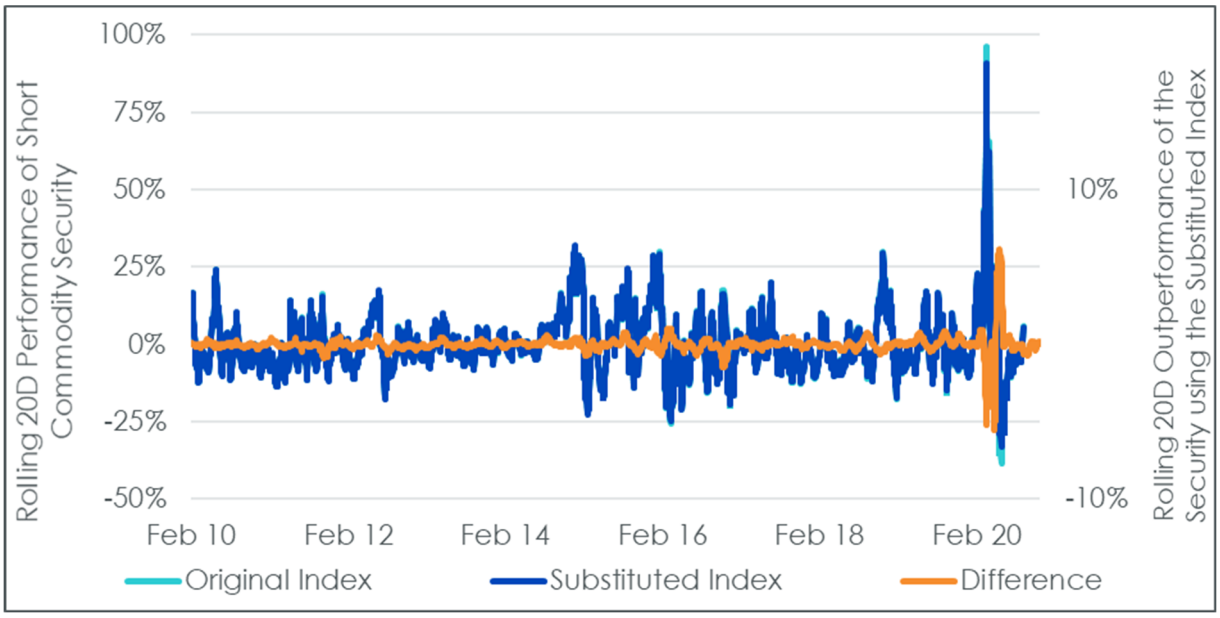
Figure 4: Rolling 20 General Trading Days Performance of the Leveraged Commodity Security depending on the index used



Focus on WisdomTree Brent Crude Oil 1x Daily Short Individual Securities

The performance of the Short Commodity Security (excluding fees and adjustments) simulated using the Substituted Index is very correlated to the performance of the Short Commodity Security (excluding fees and adjustments) simulated using the Original Index (99.9%[16]). The average difference between the two over 20 General Trading Days periods is -0.01% with the Short Commodity Security simulated using the Substituted Index outperforming 53% of the time.

Figure 5: Rolling 20 General Trading Days Performance of the Short Commodity Security depending on the index used



[16] Source: *WisdomTree, Bloomberg.4 January 2010 to 20 November 2020. Numbers include back-tested data. Historical performance is not an indication of future performance and any investments may go down in value.*

The Bloomberg Natural Gas SL Index

In relation to the WisdomTree Natural Gas 2x Daily Leveraged Individual Securities and the WisdomTree Natural Gas 1x Daily Short Individual Securities, the Original Index is the Bloomberg Natural Gas Sub Index[SM] and the Substituted Index is proposed to be the Bloomberg Natural Gas SL Index (BBG Index ticker: BNGSLER).

Index Methodology

The Substituted Index aims to hold the second or the third Natural Gas futures contract on the curve.

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

Figure 1: Roll schedule for the Substituted and Original Indices

Calendar month	*Natural Gas Active/ Front month futures contract – the active contract switch happens on or around 27th of each month*	**The Original Index** Roll from 6th to 10th General Trading Days	**The Substituted Index** Roll from 6th - 10th General Trading Days
Jan	Feb > Mar	Mar	Mar > Apr
Feb	Mar > Apr	Mar > May	Apr > May
Mar	Apr > May	May	May > Jun
Apr	May > Jun	May > Jul	Jun > Jul
May	Jun > Jul	Jul	Jul > Aug
Jun	Jul > Aug	Jul > Sep	Aug > Sep
Jul	Aug > Sep	Sep	Sep > Oct
Aug	Sep > Oct	Sep > Nov	Oct > Nov
Sep	Oct > Nov	Nov	Nov > Dec
Oct	Nov > Dec	Nov > Jan	Dec > Jan
Nov	Dec > Jan	Jan	Jan > Feb
Dec	Jan > Feb	Jan > Mar	Feb > Mar

The Active or Front month futures contracts refers to the contract with an expiration date that is nearest the current date. Since the front month will have the shortest time to expiration, it will also tend to be the most liquid futures contract and will tend to be the most referred to by investors, media as a proxy for the Spot Price.

The full methodology can be found at: https://assets.bbhub.io/professional/sites/10/Bloomberg-SL-Commodity-Index-Methodology_9.17.2020.pdf.

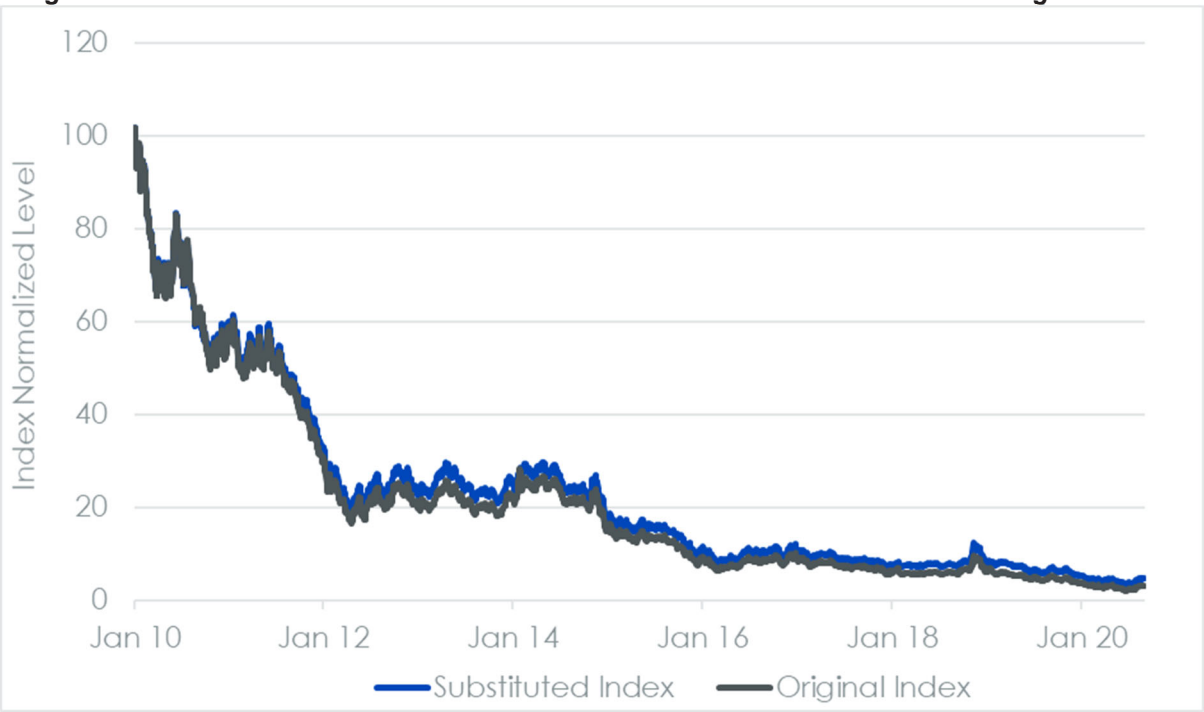
Historical Performance

The Substituted Index has outperformed the Original Index over the last 10 years. For the year 2020 to date (20 November 2020, the latest practicable date prior to the issue of this document) (YTD), the Substituted Index benefitted from being positioned slightly further along on the futures price curve to outperform the Original Index.

The Correlation of daily returns between the Substituted Index and the Original Index during this period has been very high at 98.6%[17].

[17] Source: *WisdomTree, Bloomberg.4 January 2010 to 20 November 2020. Numbers include back-tested data. Historical [text missing] performance is not an indication of future performance and any investments may go down in value.*

Figure 2: Historical and Year to Date Performance of the Substituted and the Original Index[18]



	Substituted Index	Original Index
YTD Performance	-28.95%	-36.21%
YTD Volatility	46.71%	52.10%
Annualised Performance (Since Common Inception)	-26.01%	-29.04%
Annualised Volatility (Since Common Inception)	37.74%	40.22%

Considering calendar year performance of the two indices, the Substituted Index outperformed the Original Index in 7 out of the last 9 years (as shown in Figure 3 below).

[18] Source: WisdomTree, Bloomberg.4 January 2010 to 20 November 2020. Numbers include back-tested data. Historical performance is not an indication of future performance and any investments may go down in value.

Figure 3: Calendar Performance of the Substituted Index and the Original Index[19]

	YTD	2019	2018	2017	2016	2015
Substituted Index	-29.0%	-31.9%	1.3%	-34.1%	6.2%	-35.6%
Original Index	-36.2%	-38.5%	-2.1%	-37.0%	10.0%	-40.0%
Leveraged Returns (based on Substituted Index)	-58.2%	-58.0%	-16.9%	-61.6%	-2.4%	-64.3%
Leveraged Returns (based on Original Index)	-67.9%	-66.9%	-22.7%	-65.1%	2.9%	-69.4%
Short Returns (based on Substituted Index)	15.8%	32.9%	-19.6%	34.9%	-18.4%	33.8%
Short Returns (based on Original Index)	22.9%	42.8%	-17.2%	39.9%	-22.7%	41.5%

	2014	2013	2012	2011	*Since Jan 2010 (Annualised)*
Substituted Index	-31.5%	5.4%	-25.7%	-44.6%	-26.0%
Original Index	-30.7%	4.9%	-30.7%	-47.1%	-29.0%
Leveraged Returns (based on Substituted Index)	-58.9%	2.0%	-54.6%	-72.0%	-52.6%
Leveraged Returns (based on Original Index)	-59.8%	0.7%	-61.2%	-74.7%	-57.2%
Short Returns (based on Substituted Index)	28.5%	-12.9%	10.5%	64.8%	17.2%
Short Returns (based on Original Index)	20.9%	-12.8%	16.4%	71.8%	19.8%

In the tables in Figure 3, Short Returns are calculated as the percentage changes in the Price of the Short Commodity Security in the calendar year (excluding fees and adjustments, simulated by using the performance of the relevant index) and Leveraged Returns are calculated as the percentage changes in the Price of the Leveraged Commodity Security in the calendar year (excluding fees and adjustments, simulated by using the performance of the relevant index).

As explained in Part 1 (*General*) of the Prospectus and demonstrated by worked examples shown in Part 2 of the Prospectus (*How does a Security Holder determine the value of their investment?*) and historic simulations shown in Figure 3, the actual change in Price of Short and Leveraged Commodity Securities over periods greater than one day may differ significantly from the product of the Index return and the Leverage Factor over such longer period. Accordingly, investors should consider the relevance of the annualised performance information shown in Figure 3 when making any investment decisions.

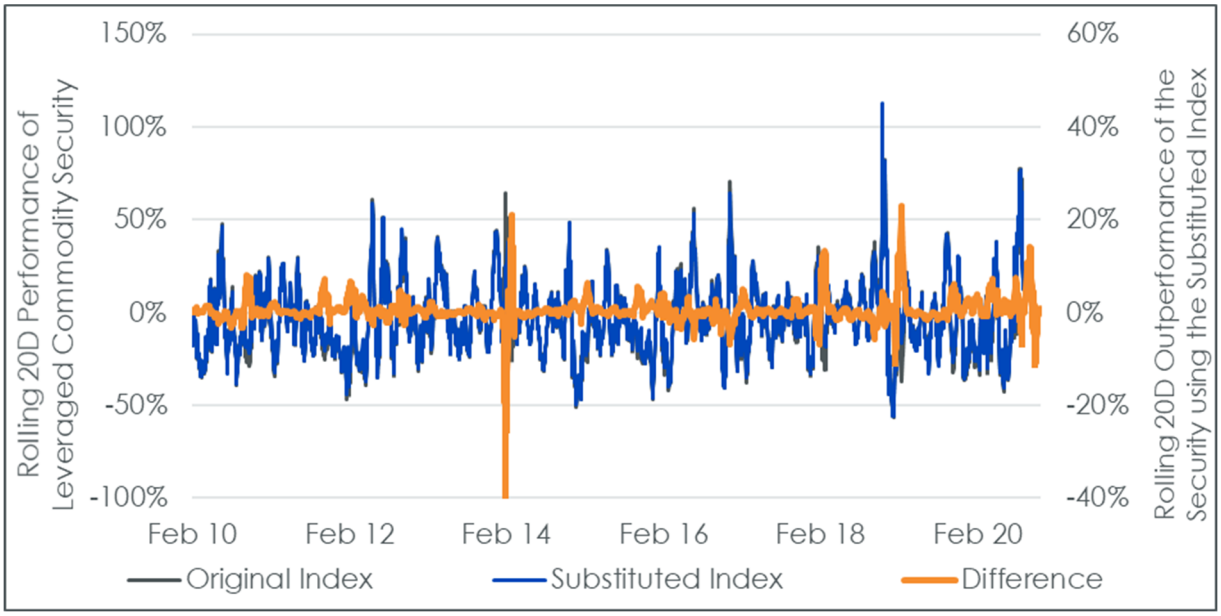
Focus on WisdomTree Natural Gas 2x Daily Leveraged Individual Securities

The performance of the Leveraged Commodity Security (excluding fees and adjustments) simulated using the Substituted Index is very correlated to the performance of the Leveraged Commodity Security (excluding fees and adjustments) simulated using the Original Index (98.6%[20]). The average difference between the two over 20 General Trading Days periods is 0.56% with the Leveraged Commodity Security simulated using the Substituted Index outperforming 59% of the time.

[19] Source: *WisdomTree, Bloomberg.4 January 2010 to 20 November 2020. Numbers include back-tested data. Historical performance is not an indication of future performance and any investments may go down in value.*

[20] Source: *WisdomTree, Bloomberg.4 January 2010 to 20 November 2020. Numbers include back-tested data. Historical performance is not an indication of future performance and any investments may go down in value.*

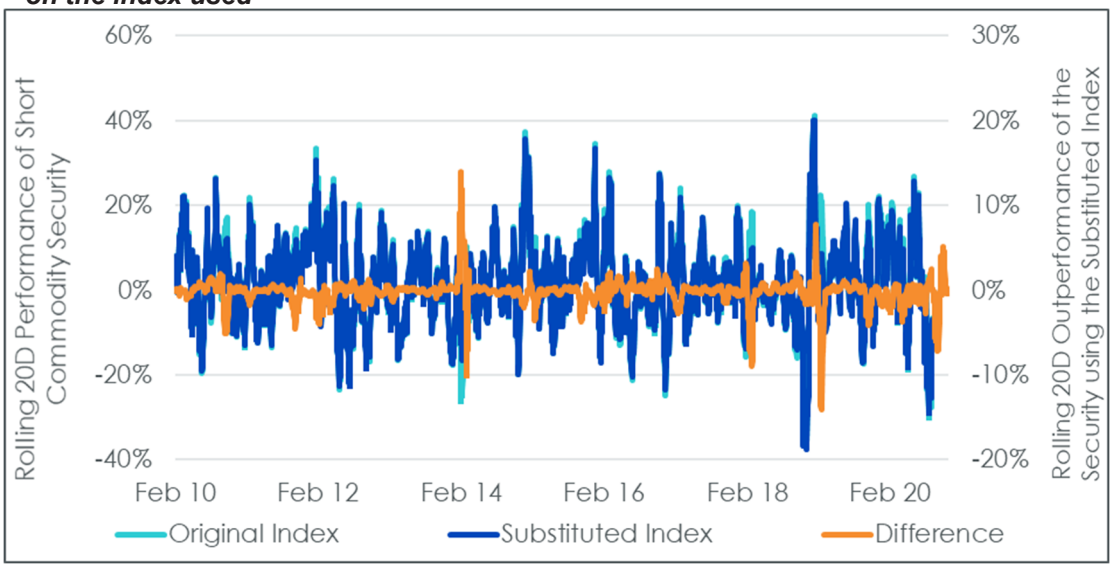
Figure 4: Rolling 20 General Trading Days Performance of the Leveraged Commodity Security depending on the index used[21]



Focus on WisdomTree Natural Gas 1x Daily Short Individual Securities

The performance of the Short Commodity Security (excluding fees and adjustments) simulated using the Substituted Index is very correlated to the performance of the Short Commodity Security (excluding fees and adjustments) simulated using the Original Index (98.6%[22]). The average difference between the two over 20 General Trading Days periods is -0.22% with the Short Commodity Security simulated using the Substituted Index outperforming 54% of the time.

Figure 5: Rolling 20 General Trading Days Performance of the Short Commodity Security depending on the index used[23]



[21] Source: *WisdomTree, Bloomberg.4 January 2010 to 20 November 2020. Numbers include back-tested data. Historical performance is not an indication of future performance and any investments may go down in value.*
22 Source: *WisdomTree, Bloomberg.4 January 2010 to 20 November 2020. Numbers include back-tested data. Historical performance is not an indication of future performance and any investments may go down in value.*
[23] Source: *WisdomTree, Bloomberg.4 January 2010 to 20 November 2020. Numbers include back-tested data. Historical performance is not an indication of future performance and any investments may go down in value.*

Detailed Index Comparison

	Substituted Indices	*Original Indices*
Index holdings	Calculated by reference to one contract only (outside of Roll Periods).	Calculated by reference to one contract only (outside of Roll Periods).
	Calculated by reference to the second or third futures contract on the curve depending on the time of the month.	Calculated by reference to a contract which is sometimes the first, sometimes the second and sometimes the third futures contract on the curve depending on the time of the year. On some days in 2020, the futures contract by reference to which the index is calculated could be as close as ten days (in the case of WTI Crude Oil) or fifteen days (in the cases of Brent Crude Oil and Natural Gas) from expiry.
Index rolling	Rolls every month	Rolls every two months
	Every roll is for all the contracts by reference to which it is calculated.	Every roll is for all the contracts by reference to which it is calculated.
	Rolls over five General Trading Days (sixth to tenth (inclusive) General Trading Days). 20% of the contracts by reference to which it is calculated are "rolled" on each roll day.	Rolls over five General Trading Days (sixth to tenth (inclusive) General Trading Days). 20% of the contracts by reference to which it is calculated are "rolled" on each roll day
Handling of negative prices	Calculated by reference to the second futures contract keeping the index further away from the front of the curve.	Calculated by reference to a single futures contract up to the moment where it is the front contract and can be as close as ten days (in the case of WTI Crude Oil) or fifteen days (in the cases of Brent Crude Oil and Natural Gas) or so from expiry.
	The end-of-day index value is floored at zero and would terminate at zero same day.	Can go negative intra-day and can close negative for one day. Thereafter it would terminate the next trading day at the negative value.

Disclaimer by UBS Securities and Bloomberg

The Short and Leveraged Commodity Securities are not sponsored, endorsed, sold or promoted by Bloomberg, UBS Securities, or any of their subsidiaries or affiliates. None of Bloomberg, UBS Securities or any of their subsidiaries or affiliates makes any representation or warranty, express or implied, to the owners of or counterparts to the Short and Leveraged Commodity Securities or any member of the public regarding the advisability of investing in securities or commodities generally or in the Short and Leveraged Commodity Securities particularly. The only relationship of Bloomberg, UBS Securities or any of their subsidiaries or affiliates to the Issuer is the licensing of certain trademarks, trade names and service marks and of the Bloomberg Commodity Index^{SM}, which are determined, composed and calculated by Bloomberg in conjunction with UBS Securities without regard to the Issuer or the Short and Leveraged Commodity Securities. Bloomberg and UBS Securities have no obligation to take the needs of the Issuer or the owners of the Short and Leveraged Commodity Securities into consideration in determining, composing or calculating the Bloomberg Commodity Index^{SM}. None of Bloomberg, UBS Securities or

any of their respective subsidiaries or affiliates is responsible for, or has participated in the determination of the timing of, prices at, or quantities of the Short and Leveraged Commodity Securities to be issued or in the determination or calculation of the equation by, which the Short and Leveraged Commodity Securities are to be converted into cash. None of Bloomberg, UBS Securities or any of their subsidiaries or affiliates shall have any obligation or liability, including, without limitation, to Short and Leveraged Commodity Securities customers, in connection with the administration, marketing or trading of the Short and Leveraged Commodity Securities. Notwithstanding the foregoing, UBS Securities and Bloomberg and their respective subsidiaries and affiliates may independently issue and/or sponsor financial products unrelated to the Short and Leveraged Commodity Securities currently being issued by the Issuer, but which may be similar to and competitive with the Short and Leveraged Commodity Securities. In addition, UBS Securities and Bloomberg and their subsidiaries and affiliates actively trade commodities, commodity indexes and commodity futures (including the Bloomberg Commodity Index^{SM} and Bloomberg Commodity Index Total Return^{SM}), as well as swaps, options and derivatives which are linked to the performance of such commodities, commodity indexes and commodity futures. It is possible that this trading activity will affect the value of the Bloomberg Commodity Index^{SM}, and Short and Leveraged Commodity Securities.

This Prospectus relates only to Short and Leveraged Commodity Securities and does not relate to the exchange-traded physical commodities underlying any of the Bloomberg Commodity Index^{SM} components. Purchasers of the Short and Leveraged Commodity Securities should not conclude that the inclusion of a futures contract in the Bloomberg Commodity Index^{SM} is any form of investment recommendation of the futures contract or the underlying exchange-traded physical commodity by Bloomberg, UBS Securities or any of their subsidiaries or affiliates. The information in this Prospectus regarding the Bloomberg Commodity Index^{SM} components has been derived solely from publicly available documents. None of Bloomberg, UBS Securities or any of their subsidiaries or affiliates has made any due diligence inquiries with respect to the Bloomberg Commodity Index^{SM} components in connection with Short and Leveraged Commodity Securities. None of Bloomberg, UBS Securities or any of their subsidiaries or affiliates makes any representation that these publicly available documents or any other publicly available information regarding the Bloomberg Commodity Index^{SM} components, including without limitation a description of factors that affect the prices of such components, are accurate or complete.

NONE OF BLOOMBERG, UBS SECURITIES OR ANY OF THEIR SUBSIDIARIES OR AFFILIATES GUARANTEES THE ACCURACY AND/OR THE COMPLETENESS OF THE BLOOMBERG COMMODITY INDEX^{SM} OR ANY DATA INCLUDED THEREIN AND NONE OF BLOOMBERG, UBS SECURITIES OR ANY OF THEIR SUBSIDIARIES OR AFFILIATES SHALL HAVE ANY LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN. NONE OF BLOOMBERG, UBS SECURITIES OR ANY OF THEIR SUBSIDIARIES OR AFFILIATES MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY THE ISSUER, OWNERS OF SHORT AND LEVERAGED COMMODITY SECURITIES, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE BLOOMBERG COMMODITY INDEX^{SM} OR ANY DATA INCLUDED THEREIN. NONE OF BLOOMBERG, UUBS SECURITIES OR ANY OF THEIR SUBSIDIARIES OR AFFILIATES MAKES ANY EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE BLOOMBERG COMMODITY INDEX^{SM} OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL BLOOMBERG, UBS SECURITIES OR ANY OF THEIR SUBSIDIARIES OR AFFILIATES HAVE ANY LIABILITY FOR ANY LOST PROFITS OR INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSSES, EVEN IF NOTIFIED OF THE POSSIBILITY THEREOF.

PART 4

DESCRIPTION OF SHORT AND LEVERAGED COMMODITY SECURITIES

The following is a description of the rights attaching to Short and Leveraged Commodity Securities. The legally binding Conditions of Short and Leveraged Commodity Securities are set out in Part 7 (Trust Instrument and Short and Leveraged Commodity Securities) of this Prospectus. Copies of the Trust Instrument, by which Short and Leveraged Commodity Securities are constituted, are available for inspection as set out in paragraph 8 of Part 13 (Additional Information) under the heading "Documents Available for Inspection".

Pricing of Short and Leveraged Commodity Securities

A Short and Leveraged Commodity Security entitles an Authorised Participant (subject to certain conditions) to require the redemption of the Short and Leveraged Commodity Security at the Price of that Short and Leveraged Commodity Security calculated on the relevant Pricing Day (day T) and to receive such amount, in US Dollars, on the Redemption Payment Date (normally day T+2).

Short and Leveraged Individual Securities will generally be priced on each calendar day and such price will reflect the daily movement in the relevant Individual Commodity Index published on any Pricing Day and a daily Capital Adjustment. Any day on which a Market Disruption Event (or which is a Restrike Disruption Day, in respect of the Three Times Commodity Securities or Second Month Securities) occurs in respect of a class of Short or Leveraged Individual Security will not be a Pricing Day for such class, therefore the Price on that day will not reflect the change (if any) in the relevant Individual Commodity Index on such day, such change being reflected cumulatively in the Price of the Short or Leveraged Individual Security on the next following Pricing Day.

Short and Leveraged Index Securities will generally be priced on each calendar day and such price will reflect the daily movement in the relevant Composite Commodity Index published on any Pricing Day and a daily Capital Adjustment, provided that an Indicative Price will be calculated in accordance with the Conditions on any day on which a Market Disruption Event occurs in respect of a class of Short or Leveraged Index Security and an Indicative Price will continue to be calculated on each calendar day thereafter until (but not including) the next Pricing Day for such class. In the event that a Settlement Redemption Form in respect of a class of Short or Leveraged Index Security is received by the Issuer on a day on which an Indicative Price is calculated for that class of Short or Leveraged Index Security then the Price for such application will be determined in accordance with Condition 7.10.

In the case of the Three Times Commodity Securities, a Restrike Event will occur if the value of the relevant Commodity Index falls by 25 per cent. or more over the course of a day (in the case of Three Times Leveraged Individual Securities) or rises by 25 per cent. or more over the course of a day (in the case of Three Times Short Individual Securities) on a given trading day from the last closing price or Restrike Index Value, as applicable. During a Restrike Event, for the purpose of calculating the Price on such day, a Restrike Index Value will be determined in order to provide a further level of the Commodity Index and the Price of the Three Times Commodity Security will be calculated in accordance with Condition 5.2A.

The Restrike Index Value will depend on whether the Restrike Event occurred during Exchange Hours or Out of Hours:

– During Exchange Hours – the Restrike Index Value will be the lowest value (for Three Times Leveraged Individual Securities) or the highest value (for Three Times Short Individual Securities) of the relevant Commodity Index applicable to that class that occurs during the 15 minute period commencing immediately following the Restrike Event; or

– Out of Hours – the Restrike Index Value will be the lowest value (for Three Times Leveraged Individual Securities) or the highest value (for Three Times Short Individual Securities) of the relevant Commodity Index applicable to that class that occurs during the period from the Restrike Event to 15 minutes after Exchange Hours begin,

In each case, such period being the "Restrike Index Value Determination Window".

In either case, in the event that a Market Disruption Event or Hedging Disruption Event occurs during the Restrike Index Value Determination Window then such period may be extended by successive Restrike Index Value Determination Windows until the earlier of (a) a continuous 15 minute period having elapsed during which no Market Disruption Event or Hedging Disruption Event has occurred and (b) the end of Exchange Hours on the third Full Trading Day after the Restrike Event occurred.

In the case of any Second Month Securities, a Restrike Event will occur if the value of the relevant Commodity Index (i) falls by 35 per cent. relative to the previous Restrike Index Value in the case of Second Month Securities which are Leveraged Individual Securities; or (ii) rises by 70 per cent. relative to the previous Restrike Index Value in the case of Second Month Securities which are Short Individual Securities on a given trading day from the last closing price or Restrike Index Value, as applicable. During a Restrike Event, for the purpose of calculating the Price on such day, a Restrike Index Value will be determined in order to provide a further level of the Commodity Index and the Price of the Second Month Securities will be calculated in accordance with Condition 5.2A.

The Restrike Index Value will depend on whether the Restrike Event occurred during Exchange Hours or Out of Hours:

– During Exchange Hours – the Restrike Index Value will be the lowest value (for Second Month Securities which are Leveraged Individual Securities) or the highest value (for Second Month Securities which are Short Individual Securities) of the relevant Commodity Index applicable to that class that occurs during the 30 minute period commencing immediately following the Restrike Event; or

– Out of Hours – the Restrike Index Value will be the lowest value (for Second Month Securities which are Leveraged Individual Securities) or the highest value (for Second Month Securities which are Short Individual Securities) of the relevant Commodity Index applicable to that class that occurs during the period from the Restrike Event to 15 minutes after Exchange Hours begin,

In each case, such period being the "Restrike Index Value Determination Window".

In either case, in the event that a Market Disruption Event or Hedging Disruption Event occurs during the Restrike Index Value Determination Window then such period may be extended by successive Restrike Index Value Determination Windows until the earlier of (a) a continuous 30 minute period having elapsed during which no Market Disruption Event or Hedging Disruption Event has occurred and (b) the end of Exchange Hours on the third Full Trading Day after the Restrike Event occurred.

Not all classes of Short and Leveraged Commodity Securities have the same Pricing Days (because the Exchanges used in calculating the Commodity Indices are different). Consequently there will be days on which Prices are calculated and published for some classes of Short and Leveraged Commodity Securities but not others.

Prices will be calculated for each Short and Leveraged Commodity Security following the end of each day which is a Pricing Day for that Short and Leveraged Commodity Security, and the Issuer's calculations of such Prices will be posted on the Issuer's website at https://www.wisdomtree.eu/pricing.

In certain circumstances the Calculation Agent may declare a day to be a Market Disruption Day for one or more Individual Commodity Indices or Composite Commodity Indices under the Facility Agreements and, if so, the mechanism described under the heading "Market Disruption Days" in Part 3 (*The Bloomberg Commodity Index Family*) and under the headings "Applications and Redemptions — Settlement Pricing" and "Applications and Redemptions — Redemption Processes" below will operate.

Short and Leveraged Commodity Securities will be priced and settled in US Dollars. The Individual Commodity Indices and Composite Commodity Indices will be those calculated and published for that Pricing Day. The Indices are currently published to four places of decimals. The Price will be calculated to seven places of decimals with 0.00000005 rounded upwards.

The Price for the first Short or Leveraged Commodity Security of any particular class to be issued (which shall be treated as being the Price for the day on which the Creation Notice (as defined in the relevant Facility Agreement) for the corresponding Commodity Contract is received or deemed received by a Commodity Contract Counterparty pursuant to a Facility Agreement) will be $50.00. Thereafter the Price of a Short or Leveraged Commodity Security will be calculated daily to reflect the movement in the relevant Commodity Index on each Pricing Day and a daily Capital Adjustment as follows:

$$P_{i,t} = P_{i,t-1} \times \{1 + CA_{i,t} + LF_i \times (I_{i,t}/I_{i,t-1} - 1)\}$$

where:

$P_{i,t}$ is the Price of a Short or Leveraged Commodity Security of class i for day t;

$P_{i,t-1}$ is the Price of a Short or Leveraged Commodity Security of class i for day t-1;

i refers to the relevant class of Short or Leveraged Commodity Security;

t refers to the applicable calendar day;

t-1 refers to the calendar day prior to day t;

$I_{i,t}$ is the closing settlement price level of the Commodity Index applicable to a Short or Leveraged Commodity Security of class i for day t. If day t is not a Pricing Day for class i or (in the case of a Three Times Commodity Security or a Second Month Security of any class), if day t is a Restrike Disruption Day (on which no Restrike Index Value Determination Window has ended prior to the end of Exchange Hours in respect of that Restrike Day), then $I_{i,t}$ will be the same as $I_{i,t-1}$;

$I_{i,t-1}$ is the closing settlement price level of the Commodity Index applicable to a Short or Leveraged Commodity Security of class i for day t-1.

For a Three Times Commodity Security of any class, if day t-1 is a Restrike Day where (i) the Restrike Index Value Determination Window for the last Restrike Event ends 15 minutes or less prior to the end of the Designated Settlement Period in respect of day t-1 or (ii) the Restrike Index Value Determination Window for the last Restrike Event ends less than 15 minutes after the end of the Designated Settlement Period in respect of day t- 1, $I_{i,t-1}$ is the last Restrike Index Value on day t-1;

For a Second Month Security of any class, if day t-1 is a Restrike Day where (i) the Restrike Index Value Determination Window for the last Restrike Event ends 30 minutes or less prior to the end of the Designated Settlement Period in respect of day t-1 or (ii) the Restrike Index Value Determination Window for the last Restrike Event ends less than 30 minutes after the end of the Designated Settlement Period in respect of day t- 1, $I_{i,t-1}$ is the last Restrike Index Value on day t-1;

$CA_{i,t}$ is the Capital Adjustment applicable to class i on day t, expressed as a decimal; and

LF_i is the Leverage Factor applicable to class i, expressed as a number. For One Times Short Commodity Securities, LF_i = -1, for Three Times Short Individual Securities, LF_i = -3, for Two Times Leveraged Commodity Securities, LF_i = +2, and for Three Times Leveraged Individual Securities, LF_i = +3.

No Price will be calculated for a class of Short or Leveraged Index Security for a Market Disruption Day or in certain other circumstances as specified in the Conditions and on any day when, in accordance with the Conditions, a Price is not calculated, the Conditions provide for an Indicative Price to be calculated instead, and once a Price can again be calculated it will be based on the preceding day's Indicative Price.

Pricing of Three Times Commodity Securities and Second Month Securities if Restrike Event has occurred

The Price of a Three Times Commodity Security and Second Month Securities will be calculated in accordance with the above formula unless a Restrike Event has occurred. If day t is a Restrike Day, other than a Restrike Disruption Day on which no Restrike Index Value Determination Window has ended prior to the end of Exchange Hours in respect of that Restrike Day, the Price will be calculated in accordance with formula as follows:

$$P_{i,t} = P_{i,t-1} \times \left(1 + CA_{i,t} - C_i\right) + P_{i,t-1} \times [\left(1 + LF_i \times \frac{I_{i,R_1,t} - I_{i,t-1}}{I_{i,t-1}}\right) \times (\prod_{j=1}^{n-1} \left(1 + LF_i \times \frac{I_{i,R_{j+1},t} - I_{i,R_j,t}}{I_{i,R_j,t}}\right)) \times \left(1 + LF_i \times \frac{I_{i,t} - I_{i,R_n,t}}{I_{i,R_n,t}}\right) - 1]$$

where:

$P_{i,t}$ is the Price of a Three Times Commodity Security or Second Month Security of class i for day t;

$P_{i,t-1}$ is the Price of a Three Times Commodity Security or Second Month Security of class i for the calendar day prior to day t; i refers to the relevant class of Three Times Commodity Security or Second Month Security;

t refers to the applicable day;

t-1 refers to the calendar day prior to day t;

n refers to the number of Restrike Index Value Determination Windows that end prior to the end of Exchange Hours on day t and reference to a Restrike Index Value Determination Window in respect of which the Restrike Index Value Determination Window number is n is a reference to the last occurring such Restrike Index Value Determination Window;

j refers to the Restrike Index Value Determination Window number for each Restrike Index Value Determination Window ending prior to the end of Exchange Hours on day t. j is an integer from 1 to n-1 (inclusive);

$\prod_{j=1}^{n-1} (\text{formula})$ means the product of the results of evaluating the formula for each value of j from 1 to n-1 inclusive. If n is equal to 1, then the value of this expression shall mean 1;

$I_{i,Rj,t}$ is the Restrike Index Value of the Individual Commodity Index applicable to a Three Times Commodity Security or Second Month Security of class i for day t for the Restrike Index Value Determination Window in respect of which the Restrike Index Value Determination Window number is j;

$I_{i,Rn,t}$ is the Restrike Index Value of the Individual Commodity Index applicable to a Three Times Commodity Security or Second Month Security of class i for day t for the Restrike Index Value Determination Window in respect of which the Restrike Index Value Determination Window number is n;

$I_{i,t}$ is the closing settlement price level of the Individual Commodity Index applicable to a Three Times Commodity Security of class i for day t, *provided* that For a Three Times Commodity Security, (i) if the Restrike Index Value Determination Window for the last Restrike Event occurring prior to the end of the Designated Settlement Period on day t ends 15 minutes or less prior to the end of the Designated Settlement Period in respect of day t, (ii) if the Restrike Index Value Determination Window for the last Restrike Event occurring prior to the end of the Designated Settlement Period on day t ends less than 15 minutes after the end of the Designated Settlement Period in respect of day t, or (iii) if day t is a Market Disruption Day or a Restrike Disruption Day on which at least one Restrike Index Value Determination Window has ended prior to the end of Exchange Hours, then:

$$I_{i,t} = I_{i,Rn,t};$$

For a Second Month Commodity Security, (i) if the Restrike Index Value Determination Window for the last Restrike Event occurring prior to the end of the Designated Settlement Period on day t ends 30 minutes or less prior to the end of the Designated Settlement Period in respect of day t, (ii) if the Restrike Index Value Determination Window for the last Restrike Event occurring prior to the end of the Designated Settlement Period on day t ends less than 30 minutes after the end of the Designated Settlement Period in respect of day t, or (iii) if day t is a Market Disruption Day or a Restrike Disruption Day on which at least one Restrike Index Value Determination Window has ended prior to the end of Exchange Hours, then:

$$I_{i,t} = I_{i,Rn,t};$$

$I_{i,t-1}$ is the closing settlement price level of the Individual Commodity Index applicable to a Three Times Commodity Security of class i for day t-1, *provided* that for a

Three Times Commodity Security, (i) if the last Restrike Index Value Determination Window for the last Restrike Event occurring prior to the end of the Designated Settlement Period on day t-1 ends 15 minutes or less prior to the end of the Designated Settlement Period in respect of day t-1, (ii) if the Restrike Index Value Determination Window for the last Restrike Event occurring prior to the end of the Designated Settlement Period on day t-1 ends less than 15 minutes after the end of the Designated Settlement Period in respect of day t-1, or (iii) if day t-1 is a Market Disruption Day or a Restrike Disruption Day and one or more Restrike Index Value Determination Windows ended between the end of Exchange Hours on the immediately preceding Pricing Day and the end of Exchange Hours on day t-1, then:

$$I_{i,t-1} = I_{iRn,t-1};$$

For a Second Month Commodity Security, (i) if the last Restrike Index Value Determination Window for the last Restrike Event occurring prior to the end of the Designated Settlement Period on day t-1 ends 15 minutes or less prior to the end of the Designated Settlement Period in respect of day t-1, (ii) if the Restrike Index Value Determination Window for the last Restrike Event occurring prior to the end of the Designated Settlement Period on day t-1 ends less than 15 minutes after the end of the Designated Settlement Period in respect of day t-1, or (iii) if day t-1 is a Market Disruption Day or a Restrike Disruption Day and one or more Restrike Index Value Determination Windows ended between the end of Exchange Hours on the immediately preceding Pricing Day and the end of Exchange Hours on day t-1, then

$$I_{i,t-1} = I_{iRn,t-1};$$

$I_{i,Rn,t-1}$ is the Restrike Index Value of the Individual Commodity Index applicable to a Three Times Commodity Security or Second Month Security of class i for day t-1 for the Restrike Index Value Determination Window in respect of which the Restrike Index Value Determination Window number is n;

$CA_{i,t}$ is the Capital Adjustment applicable to class i on day t, expressed as a decimal;

LF_i is the leverage factor applicable to class i, expressed as a number. For Three Times Leveraged Individual Securities, LF_i is +3, and for Three Times Short Individual Securities, LF_i is -3; For Second Month Securities which are Leveraged Individual Securities, LFi is +2; For Second Month Securities which are Short Individual Securities, LFi is -1;

C_i is the Restrike Cost applicable to class i, expressed as a decimal.

General

For a One Times Short or Two Times Leveraged Individual Security if t-1 is not a Pricing Day then $I_{i,t-1}$ shall be the closing settlement price level of the Individual Commodity Index applicable to a One Times Short or Two Times Leveraged Individual Security of class i on the preceding Pricing Day.

For a One Times Short or Two Times Leveraged Index Security, if t-1 is not a Pricing Day then $I_{i,t-1}$ shall be the closing settlement price level of the Composite Commodity Index applicable to a One Times Short or Two Times Leveraged Index Security of class i on the last day preceding day t-1 which is both a General Trading Day and a Trading Day for that Composite Commodity Index.

For a Three Times Commodity Security or Second Month Security of any class, if t-1 is not a Pricing Day and one or more Restrike Index Value Determination Windows ended between the end of Exchange Hours on the immediately preceding Pricing Day and the end of Exchange Hours on day t-1, then $I_{i,t-1}$ shall be the Restrike Index Value in respect of the most recent Restrike Event immediately preceding day t.

The Price of a Short or Leveraged Commodity Security will never be negative. However, should the Calculation Agent notify the Issuer that the Intra-day Price of a corresponding class of Commodity Contract has fallen to or below zero at any time during any Trading Day and that such Commodity Contracts have been terminated then such Short or Leveraged Commodity Security will automatically

be subject to a Compulsory Redemption. For further details see “Compulsory Redemptions” below.

The Conditions provide that the amount payable upon a Redemption of a Short or Leveraged Commodity Security of a particular class under Settlement Pricing will be the higher of the Principal Amount for that class and the Price of such Short or Leveraged Commodity Security on the applicable Pricing Day. As each class of Short or Leveraged Commodity Security is a limited recourse security as described in Condition 3.2, it is in the interests of the Security Holders of each class to ensure that the Price for that class does not fall below its Principal Amount. The Issuer will aim to avoid the Price of a class of Short or Leveraged Commodity Security falling below its Principal Amount: (i) by, where necessary, seeking the sanction of Security Holders by Extraordinary Resolution to reduce the Principal Amount of a class of Short or Leveraged Commodity Security to a level less than its Price; and/or (ii) if on any Pricing Day the Price of any class of Short or Leveraged Commodity Security falls to 2.5 times the Principal Amount of such Short or Leveraged Commodity Security or below, the Issuer may, at any time for so long as the Price remains below such amount and during the period 60 days thereafter, upon not less than two days' notice by RIS announcement, elect to redeem the Short or Leveraged Commodity Securities of that class. This right will cease once an Extraordinary Resolution is passed to reduce the Principal Amount such that the Price is more than 2.5 times the Principal Amount subject to any further fall in the Price of any class of Short or Leveraged Commodity Securities to 2.5 times the Principal Amount.

If the Price of a class of Short or Leveraged Commodity Security falls below its Principal Amount, the Issuer may suspend Redemptions of that class of Short or Leveraged Commodity Security and may terminate any such suspension (giving notice in each case via RNS announcement) for a period of 30 days, and thereafter provided that notice of a meeting has been issued convening a meeting for a date not more than 30 days after the date of the notice for the purpose of considering an Extraordinary Resolution which will have the effect of reducing the Principal Amount to a level less than the Price, the suspension to expire when the meeting (or any adjournment thereof) concludes or, if the Extraordinary Resolution is passed and makes alternative provision, in accordance with the Extraordinary Resolution.

Any suspension will not affect any Redemption the Pricing Date for which had passed before the suspension commenced, but any Settlement Redemption Form lodged on an Issuer Business Day when the right to Redeem Short or Leveraged Commodity Securities of that class is suspended will be invalid. If the right to Redeem Short or Leveraged Commodity Securities of that class is suspended at 6.30 p.m. on the second Issuer Business Day prior to a Compulsory Redemption Date for that class pursuant to the occurrence of a Hedging Disruption Event, then, notwithstanding that only some of the Short or Leveraged Commodity Securities of that class were due to be redeemed as a result of the Hedging Disruption Event, all of such class will be redeemed.

Capital Adjustment

The Capital Adjustment for the Short and Leveraged Commodity Securities is a daily rate expressed as a percentage, which will be as agreed from time to time by each Commodity Contract Counterparty and the Issuer (as described in greater detail under the heading “The Capital Adjustment element of the formula” in Part 2 (*How does a Security Holder determine the value of their investment?*)).

The Capital Adjustment may or may not be less than the rate of interest which an investor could earn by depositing funds in money markets at overnight rates, or by fully collateralising an investment in futures contracts.

Authorised Participants

Only Authorised Participants may request the Issuer to create or redeem Short and Leveraged Commodity Securities, save where, as noted elsewhere in this document, on the date on which a Redemption Form is lodged there are no Authorised Participants or the Issuer has announced that redemptions by Security Holders will be permitted and the Security Holder submits a notice of redemption in the form prescribed for such circumstances by the Issuer. A person can only be an Authorised Participant if it is: (a) a securities house or other market professional approved by the Issuer (in its absolute discretion); and (b) an Authorised Person, an Exempt Person or an Overseas Person. An Authorised Participant must also have entered into: (a) an Authorised Participant Agreement with the Issuer dealing with, amongst other things, the rights and obligations of the Authorised Participant in relation to applying for and redeeming Short and Leveraged Commodity Securities and (b) a Direct Agreement with a Commodity Contract Counterparty, under which, amongst other things, the Authorised Participant and the Commodity Contract Counterparty provide undertakings to each other regarding the settlement of moneys payable for applications and redemptions.

Authorised Participant Agreements have been entered into with ABN AMRO Clearing Bank N.V., Bluefin Europe LLP, Citigroup Global Markets Limited, Jane Street Financial Limited, Merrill Lynch International, Morgan Stanley & Co. International plc, Susquehanna International Securities Limited, Susquehanna Ireland Limited, UBS AG, London Branch, Virtu Financial Ireland Limited and Optiver VOF the terms of which (as amended) are summarised in paragraph 3 of Part 13 (*Additional Information*).

Under the Facility Agreements, each Commodity Contract Counterparty has the right to give notice (with immediate effect) that an Authorised Participant has ceased to be acceptable to it in certain circumstances, including if it deems such person to be unacceptable to it as an Authorised Participant for credit, compliance, general business policy or reputational reasons. As a result of any exercises of such right there could at any time be no Authorised Participants.

The Issuer will use its reasonable endeavours to ensure that at all times for the duration of the Programme there are at least two Authorised Participants. In the event that at any time there are no Authorised Participants, Security Holders will be permitted to redeem Short and Leveraged Commodity Securities respectively held by them directly from the Issuer.

Applications and Redemptions

All applications for and redemptions of Short and Leveraged Commodity Securities on any Pricing Day and the matching creation and termination of Commodity Contracts may (in the absence of a Market Disruption Event (and a Restrike Disruption Day, in respect of the Three Times Commodity Securities) and certain other circumstances specified in the Conditions) be effected using the pricing formulae described above ("**Settlement Pricing**") which is based on Indices calculated using end of day settlement pricing for the various Designated Contracts.

However, to enable Authorised Participants and Commodity Contract Counterparties to have the flexibility to agree, between themselves, intra-day or other pricing for Short and Leveraged Commodity Securities ("**Agreed Pricing**") and hence for matching Commodity Contracts, issues and redemptions may be effected at any price and in any amount agreed between an Authorised Participant and a Commodity Contract Counterparty and notified to the Issuer. The rights of all other security holders to receive Settlement Pricing for a redemption of their Short and Leveraged Commodity Securities will not be impacted by any Agreed Pricing.

The application and redemption procedures to be followed by Authorised Participants, the Issuer and the Commodity Contract Counterparties are set out in the Authorised Participant Agreements and the Facility Agreement and are summarised below. These procedures may be amended at any time by agreement between the relevant parties.

Application Processes

Short and Leveraged Commodity Securities may be issued on the Application of an Authorised Participant during the period of 12 months from the date of this document. There is no minimum number of Short or Leveraged Commodity Securities that must be applied for (but there is a Minimum Creation Amount for the creation of Commodity Contracts on any Pricing Day, and if that Minimum Creation Amount is not achieved through applications for corresponding Short or Leveraged Commodity Securities by all Authorised Participants, the Commodity Contract Counterparty may elect that no creations of Commodity Contracts of that class will occur, in which case no Short or Leveraged Commodity Securities of that class will be issued). The Issuer will decline Applications if it cannot for any reason create corresponding Commodity Contracts under a Facility Agreement.

The Minimum Creation Amount is as follows:

(a) for the Creation of Commodity Contracts in relation to the issue of Short Individual Securities, US$50,000 (fifty thousand US Dollars) per class of Short Individual Security; or

(b) for the Creation of Commodity Contracts in relation to the issue of Leveraged Individual Securities, US$50,000 (fifty thousand US Dollars) per class of Leveraged Individual Security;

(c) for the Creation of Commodity Contracts in relation to the issue of Short Index Securities, US$100,000 (one hundred thousand US Dollars) per class of Short Index Security; or

(d) for the Creation of Commodity Contracts in relation to the issue of Leveraged Index Securities, US$100,000 (one hundred thousand US Dollars) per class of Leveraged Index Security.

An Authorised Participant may subscribe for Short and Leveraged Commodity Securities using

Settlement Pricing or, if agreed with a Commodity Contract Counterparty, using Agreed Pricing. In either case, Short and Leveraged Commodity Securities will only be issued if corresponding Commodity Contracts can be created by the Issuer for the same amount.

Application Moneys for all Short and Leveraged Commodity Securities must be paid by Applicants directly to the relevant Commodity Contract Counterparty by the Authorised Participant making the Application, via CREST. Legal title to Short and Leveraged Commodity Securities will be transferred by means of the CREST system and evidenced by an entry on the Register.

Settlement of Short or Leveraged Commodity Securities on issue will only be made against payment in CREST and only after:

(a) (subject as set out under "The System" below) receipt by the Issuer of a valid Application Form;

(b) the creation of matching Commodity Contracts; and

(c) Listing in respect of such Short or Leveraged Commodity Securities having become effective.

If an Applicant does not make payment for the full amount of the Short or Leveraged Commodity Securities to be issued on the due date for payment or the following Business Day, the Issuer may elect by notice to the Applicant to cancel the Application. Alternatively the Issuer may elect to enforce against the relevant Applicant the obligation of that Applicant to pay for the Short or Leveraged Commodity Securities applied for.

The procedures required to be followed when making an Application depend on whether Agreed Pricing or Settlement Pricing is being used.

Agreed Pricing

There are no restrictions on the number of Short and Leveraged Commodity Securities that can be applied for, the time for lodging the Application or the settlement date, other than the requirement for the Issuer to receive the requisite signed documents from both the Authorised Participant and the relevant Commodity Contract Counterparty not later than two London Business Days prior to the proposed settlement date.

Settlement Pricing

The following procedures apply when Settlement Pricing is used in an Application:

- an Application for Short and Leveraged Commodity Securities using Settlement Pricing may only be made on an Issuer Business Day;
- if the day is a Pricing Day for the class of Short or Leveraged Commodity Securities the subject of a valid Application then a Price will be determined on the day of the Application; in the case of a Short or Leveraged Individual Security then (unless the Application is validly withdrawn) if the day of the Application is not a Pricing Day (because it is a Market Disruption Day for the relevant Individual Commodity Index), then the Application will be priced on the next Pricing Day for that Individual Commodity Index; in the case of a Short or Leveraged Index Security then (unless the Application is validly withdrawn) if the day of the Application is not a Pricing Day (because it is a Market Disruption Day for any of the futures contracts by reference to which the relevant Composite Commodity Index is calculated), the Authorised Participant Agreements (and the Facility Agreement in relation to the corresponding Commodity Contracts) contain provisions designed to determine a Price based on the value of equivalent underlying futures contract positions for days following the day of the Application until values can be determined for all equivalent underlying futures contract positions;
- settlement by the Applicant will normally be due on the second London Business Day (that is, on a T+2 basis), after the Pricing Day on which the Price is determined;
- an Application received by the Issuer after 2.30 p.m. (or, if earlier, 30 minutes prior to the applicable Notice Deadline) but before 6.30 p.m. on a General Trading Day will be valid, but will be treated as having been received at 8.00 a.m. on the next following General Trading Day (unless the relevant Commodity Contract Counterparty agrees otherwise, in which case it will be treated as having been received prior to 2.30 p.m. on that General Trading Day);
- an Application received by the Issuer prior to 8.00 a.m. or after 6.30 p.m. on a General Trading Day, or on a day which is not a General Trading Day, will only be valid if the relevant Commodity

\\Contract Counterparty confirms to the Issuer that corresponding Commodity Contracts will be created notwithstanding the time of submission of the Application;

- upon receipt and confirmation of a valid Application, the Issuer will send a Creation Notice to the relevant Commodity Contract Counterparty creating such number of Commodity Contracts as correspond to the Application, and will confirm its receipt of such Creation Notice; and
- following publication of the relevant Individual Commodity Indices or Composite Commodity Index, the Issuer will calculate the Price of all Short and Leveraged Commodity Securities to be issued to each Applicant and will confirm such Price with each Applicant and the relevant Commodity Contract Counterparty by 12 noon on the following Business Day.

Under each Facility Agreement, the relevant Commodity Contract Counterparty is bound by the creation of Commodity Contracts by the Issuer on any Pricing Day for Short and Leveraged Commodity Securities corresponding to those Commodity Contracts, provided that the applicable Creation Notice is lodged with the relevant Commodity Contract Counterparty by 2.30 p.m. (or, if earlier, 30 minutes prior to the applicable Notice Deadline) on a General Trading Day.

Allocation of Commodity Contracts

Under the Trust Instrument there are no restrictions on the Commodity Contract Counterparty with which Commodity Contracts should be created when Commodity Securities are issued, nor are there any restrictions on the Commodity Contract Counterparty with which Commodity Contracts should be terminated. Subject as may otherwise be agreed from time to time between the Issuer and Commodity Contract Counterparties under the Facility Agreements and for so long as they remain in force and no notices (such as those referred to under the heading "Compulsory Redemptions" in Part 4 (*Description of Short and Leveraged Commodity Securities*)) have been given thereunder, there are no restrictions (other than Creation Limits and any limits imposed by any Commodity Contract Counterparty in relation to any particular Authorised Participant) on the Commodity Contract Counterparty with which Commodity Contracts should be created when Commodity Securities are issued, nor are there any restrictions (other than Redemption Limits and any limits imposed by any Commodity Contract Counterparty in relation to any particular Authorised Participant) on the Commodity Contract Counterparty with which Commodity Contracts should be terminated. Except in the case of Agreed Pricing, the Issuer may determine in each case the relevant Commodity Contract Counterparty.

The Issuer has implemented procedures which (subject to applicable Creation Limits and Redemption Limits, availability of Commodity Contracts and any limits imposed by any Commodity Contract Counterparty in relation to any particular Authorised Participant) are intended to have the following effects:

- in a case where an application is made for Short and Leveraged Commodity Securities by an Authorised Participant which is, or an affiliate of which is, a Commodity Contract Counterparty, the equivalent Commodity Contracts should be entered into with that Commodity Contract Counterparty (and referred to as its "**Firm Contracts**"); and
- other applications will result in the creation of "**Pool Contracts**" and will generally be allocated by the Issuer to one or other Commodity Contract Counterparty in accordance with policies and procedures agreed from time to time between them.

The Issuer reserves the right to allocate creations or terminations of Commodity Contracts amongst Commodity Contract Counterparties in a manner other than as described above on a case by case or on a more general basis. If further additional Commodity Contract Counterparties are appointed then they may be appointed on a basis that they are allocated creations (and terminations) relating either to Firm Contracts only, or to both Pool Contracts and Firm Contracts.

In the event that the Issuer determines to divide a Pool as described under the heading "Consolidation and Division of Short and Leveraged Commodity Securities" below and in accordance with Condition 18.3, the Conditions provide that outstanding valid Redemption Forms given (save in the case where notice of a Compulsory Redemption Date was given prior to the division becoming effective in which case certain other timings may apply) prior to the division becoming effective will be treated as having been given in respect of the Pool to which following the division the attributable Commodity Contracts had been allocated. This may have the effect that a Security Holder which has lodged a valid Redemption Form prior to a division becoming effective will be treated following the division as owning only Short and Leveraged Commodity Securities attributable to a single Pool rather than both Pools as described under the heading "Consolidation and Division of Short and Leveraged Commodity Securities" below, and this could be the Pool to which Commodity Contracts with the Lower Credit (as defined under the heading "Consolidation and Division of Short and Leveraged Commodity Securities" below) are transferred.

Redemption Processes

A Security Holder who is an Authorised Participant may require the redemption of all or any of its Short or Leveraged Commodity Securities using Settlement Pricing or, if agreed with a Commodity Contract Counterparty, using Agreed Pricing.

A Security Holder who is not an Authorised Participant may only require the redemption of any of its Short or Leveraged Commodity Securities using Settlement Pricing and only if, on a General Trading Day, there are no Authorised Participants and the Security Holder submits a valid Redemption Form on such day. Payment on redemption to persons who are not Authorised Participants may be subject to their giving to the Issuer and the relevant Commodity Contract Counterparty certain beneficial owner certifications to assess whether such payments should be subject to withholding or deduction for taxes.

Payment of the Redemption Amount will be made by the relevant Commodity Contract Counterparty, in respect of the termination of corresponding Commodity Contract from the Issuer, directly to the relevant Authorised Participant redeeming the Short and Leveraged Commodity Securities, via CREST.

The procedures required to be followed when lodging a Redemption Form are the same as for making an Application, other than for the following procedures used for Settlement Pricing:

- if a valid Redemption Form requesting Settlement Pricing is lodged with the Issuer after 8.00 a.m. and before 2.30 p.m. (or, if earlier, 30 minutes prior to the applicable Notice Deadline) on a General Trading Day, and that day is a Pricing Day for each class which is a component of the Short or Leveraged Commodity Securities which are the subject of the Redemption Form, the applicable Redemption Payment Date (on which the redemption will be settled) will be two Business Days following that Pricing Day, or such later date (being a Business Day, or if such date is not a Business Day, the immediately following Business Day) as is specified in the Redemption Form.

- when Short or Leveraged Commodity Securities are to be redeemed, the Issuer will terminate an equivalent number of Commodity Contracts, subject to the Issuer's discretion to elect to satisfy Redemption Forms by transfer of the appropriate number of Short and Leveraged Commodity Securities to one or more Applicants from Security Holders seeking redemption.

If the Price of a class of Short or Leveraged Commodity Security falls below its Principal Amount, the Issuer may suspend Redemptions of that class of Short or Leveraged Commodity Security (giving such notice via RNS announcement) for a period of 30 days, and thereafter provided that notice of a meeting has been issued convening a meeting for a date not more than 30 days after the date of the notice for the purpose of considering an Extraordinary Resolution which will have the effect of reducing the Principal Amount to a level less than the Price, the suspension to expire when the meeting (or any adjournment thereof) concludes or, if the Extraordinary Resolution is passed and makes alternative provision, in accordance with the Extraordinary Resolution. Any suspension shall not affect any Redemption the Pricing Date for which had passed before the suspension commenced, but any Settlement Redemption Form lodged on an Issuer Business Day when the right to Redeem Short or Leveraged Commodity Securities of that class is suspended will be invalid.

Further details of the procedure relating to Redemptions are set out in the Conditions in Part 7 (*Trust Instrument and Short and Leveraged Commodity Securities*) below.

If a Counterparty Event of Default is subsisting, then Security Holders who are not Authorised Participants will not have a right to redeem, however the Trustee may, at its discretion and shall if so directed in writing by Security Holders holding not less than 25 per cent. by Principal Amount (as at the date of the last signature) of all Short and Leveraged Commodity Securities then outstanding or pursuant to an Extraordinary Resolution passed at a duly called meeting of the Security Holders (as a single class), the Trustee having first been indemnified to its satisfaction, take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any obligations of the Issuer under the Trust Instrument and the security constituted by the Security Deeds in respect of all Short and Leveraged Commodity Securities.

The System

The Issuer has implemented a system (the "**System**") for enabling Authorised Participants to make Applications and request Redemptions by means of a secure website and has agreed provisions with the Commodity Contract Counterparties and certain of the Authorised Participants to enable use of such system in substitution for the lodging of the forms otherwise required by the Facility Agreements, the Authorised Participant Agreements and the Conditions for the purposes of such Applications and Redemptions.

It is expected that all Applications will be made and all Redemptions will be requested using the System. In the event of a failure in the System, Applications may be made and Redemptions may be requested using the forms and notices described under the headings "Applications and Redemptions – Application Processes", "Applications and Redemptions – Settlement Pricing" and "Applications and Redemptions – Redemption Processes" above and under the heading "Commodity Contracts" in Part 5 *(Description of Facility Agreements and Commodity Contracts)*.

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Creation Limits and Redemption Limit

There are two separate types of Creation Limits, one a total limit and the other a daily limit, which apply under the Facility Agreements on each Pricing Day. These limits will not apply if waived by a Commodity Contract Counterparty. Any redemptions will be netted against creations when applying these limits.

Unless otherwise agreed by a Commodity Contract Counterparty, the total limit is that Commodity Contracts cannot be created under the Facility Agreement with it to the extent that the Aggregate Outstanding Contracts Price would exceed US$7.0 billion (US$7,000,000,000).

The daily limits, which are commodity-specific, are that unless otherwise agreed by a Commodity Contract Counterparty, Commodity Contracts of any particular class may not be created under the Facility Agreement with it if the aggregate Net Exposure to any Relevant Commodity relating to such class of all Commodity Contracts of any class would, for that relevant Commodity, exceed an amount equal to (i) for Cocoa, Gas Oil, Lead, Platinum, Tin, US$7,500,000 and (ii) for any other Relevant Commodity, the product of US$250,000,000 and the CIP of the Relevant Commodity, save that if the Bloomberg Commodity Index^{SM} is subsequently calculated by reference to prices of commodities including any such Relevant Commodity, the limit in respect of such Relevant Commodity will be the higher of US$7.5 million and the product of US$250 million and the CIP of the Relevant Commodity.

The Redemption Limit is also a daily limit, and also commodity-specific. It is the same amount per commodity as the daily Creation Limit (unless the Commodity Contract Counterparty otherwise agrees).

For the purposes of the Creation Limits and Redemption Limit, Application Forms and Redemption Forms are dealt with in strict time priority by reference to the date and time of their receipt.

The Creation Limits and Redemption Limit in a Facility Agreement may be amended by written agreement of the Issuer and the relevant Commodity Contract Counterparty. If they are amended, the Issuer will make an announcement by RIS.

Compulsory Redemptions

There are circumstances in which Short and Leveraged Commodity Securities can be compulsorily redeemed by the Issuer, either in whole or in part, as set out fully in the Conditions.

If the Calculation Agent notifies the Issuer that the Intra-day Price of Commodity Contracts of the same class as any Short or Leveraged Commodity Securities has fallen to or below zero at any time during any Trading Day and that such Commodity Contracts have been terminated then the Short or Leveraged Commodity Securities of such class will automatically be subject to a Compulsory Redemption on that day and Security Holders are unlikely in that situation to receive any proceeds as the relevant Pool is unlikely in these circumstances to have sufficient assets to repay Security Holders any material sums on such Compulsory Redemptions as the only assets available for redemption of the affected Short or Leveraged Commodity Securities will be the Commodity Contracts whose value will be zero even if the Price of that class of Short or Leveraged Commodity Securities subsequently increases.

The Issuer may, at any time, upon not less than 30 days' notice (or seven days' notice in the event that a Facility Agreement is terminated) by RIS announcement to the Security Holders, redeem all Short or Leveraged Securities of a particular class. The Trustee may, at any time, where an Issuer Insolvency Event or Counterparty Event of Default has occurred and is continuing, upon 20 Business Days' notice to the Issuer, require the Issuer to redeem all Short and Leveraged Commodity Securities, whereupon the Issuer will exercise its right to redeem such Securities.

Bloomberg may cease to publish a Commodity Index. If so, the Issuer has and may exercise the right to redeem all Short and Leveraged Commodity Securities of the class relating to that Commodity Index.

The Conditions provide that the amount payable upon a Redemption of a Short or Leveraged Commodity Security of a particular class under Settlement Pricing will be the higher of the Principal Amount for that

class and the Price of such Short or Leveraged Commodity Security on the applicable Pricing Day. As each class of Short or Leveraged Commodity Security is a limited recourse security as described in Condition 3.2, it is in the interests of the Security Holders of each class to ensure that the Price for that class does not fall below its Principal Amount. The Issuer will aim to avoid the Price of a class of Short or Leveraged Commodity Security falling below its Principal Amount: (i) by, where necessary, seeking the sanction of Security Holders by Extraordinary Resolution to reduce the Principal Amount of a class of Short or Leveraged Commodity Security to a level less than its Price; and/or (ii) if on any Pricing Day the Price of any class of Short or Leveraged Commodity Security falls to 2.5 times the Principal Amount of such Short or Leveraged Commodity Security or below, the Issuer may, at any time for so long as the Price remains below such amount and during the period 60 days thereafter, upon not less than two days' notice by RIS announcement, elect to redeem the Short or Leveraged Commodity Securities of that class. This right will cease once an Extraordinary Resolution is passed to reduce the Principal Amount such that the Price is more than 2.5 times the Principal Amount subject to any further fall in the Price of any class of Short or Leveraged Commodity Securities to 2.5 times the Principal Amount or below.

If the Calculation Agent for the purposes of one or more Facility Agreements notifies the Issuer pursuant to that Facility Agreement (or any calculation agency agreement entered into by it in connection therewith) that it has determined that as a result of the application in the United Kingdom of the EU Benchmarks Regulation any calculation, determination or provision by the Calculation Agent of a substitute index value in respect of any class of Commodity Contracts would be unduly burdensome, the Issuer may determine to suspend the right to Redeem the Commodity Securities of that class pursuant to Condition 7.1(a) (and such Calculation Agent may require the Issuer to suspend the right to Redeem the Commodity Securities of that class pursuant to Condition 7.1(a)). Any suspension will not affect any Redemption the Pricing Date for which had passed before the suspension commenced, but any Settlement Redemption Form lodged or deemed received on an Issuer Business Day when the right to Redeem Commodity Securities of that class pursuant to Condition 7.1(a) is suspended will be invalid. The Issuer may at any time (upon not less than two Business Days' notice) nominate an Issuer Business Day to be a Compulsory Redemption Date for all Commodity Securities of a particular class if the right to Redeem the Commodity Securities of that class pursuant to Condition 7.1(a), has been so suspended for at least 30 calendar days.

Under each Facility Agreement, each Commodity Contract Counterparty has the right to terminate some or all of the Commodity Contracts of a particular class if for any reason it is unable to maintain the hedging positions which (acting reasonably) it attributes to the hedging of its obligations in connection with the Facility Agreement or Commodity Contracts of one or more classes. In such a case, the Issuer has and will exercise the right to redeem the Short and Leveraged Commodity Securities of that class corresponding to such Commodity Contracts. Where less than all of the Short or Leveraged Commodity Securities of a particular class are to be redeemed, the redemptions will apply to all Security Holders holding Short or Leveraged Commodity Securities of that class, *pro rata* to their holdings.

The Issuer may, at any time by not less than seven nor more than 14 Trading Days written notice, redeem any Short and Leveraged Commodity Securities held by Prohibited US Persons or Prohibited Benefit Plan Investors, held by Security Holders who have not provided appropriate certifications as to their status in accordance with the conditions or in certain other circumstances specified in the Conditions.

MLI and CGML have each only agreed to provide Commodity Contracts to the Issuer for ten years from 24 October 2017 (although each Commodity Contract Counterparty may terminate its Facility Agreement on three months' notice). If the relevant Commodity Contract Counterparty does not agree to provide Commodity Contracts beyond such date or if either or both Commodity Contract Counterparties chooses to terminate its Facility Agreement earlier, then the Commodity Contracts with it will expire and unless they are replaced by Commodity Contracts with another Commodity Contract Counterparty the Issuer will elect to redeem some or all of the outstanding Short and Leveraged Commodity Securities.

Where a compulsory redemption occurs, the Short and Leveraged Commodity Securities to be redeemed will be priced in the normal way as set out in Part 4 (*Description of Short and Leveraged Commodity Securities*) and will include an adjustment for interest as more fully described in the Conditions, but depending on the number of Short and Leveraged Commodity Securities to be redeemed this pricing may occur over a period of more than one day. Details of the circumstances in which this could occur are set out in the Conditions.

If at that time Security Holders other than Authorised Participants hold the Short and Leveraged Commodity Securities being redeemed, the Redemption Amount payable to those Security Holders will be paid by the Commodity Contract Counterparties either to accounts of the Issuer secured for the benefit of the Security Holders of the relevant classes or to the Trustee for the benefit of such Security Holders,

and will be paid to those Security Holders by the Issuer or the Trustee.

Application Fees and Redemption Fees

Application Fees and Redemption Fees will only be payable on the issue and redemption of Short or leveraged Commodity Securities and not by investors who buy and sell Short or Leveraged Commodity Securities on the secondary market, including the London Stock Exchange.

The Issuer will charge Authorised Participants an Application Fee of £500 (including any applicable VAT) (or such other amount as may be accepted by the Issuer, either generally or on any particular occasion) for each Application, regardless of the number of Short or Leveraged Commodity Securities being issued.

The Issuer will also charge Authorised Participants a Redemption Fee of £500 (including any applicable VAT) (or such other amount as may be accepted by the Issuer, either generally or on any particular occasion) for each Redemption Form, regardless of the number of Short or Leveraged Commodity Securities being redeemed. In the event of a compulsory redemption or a Security Holder who is not an Authorised Participant submitting a Redemption Form in circumstances where there is no Authorised Participant, as described above, the Issuer will reduce the Redemption Fee to an amount equal to the Issuer's cost in satisfying such Redemption Form, including costs of enquiries under Condition 13 (Enquiries as to status of Security Holders) and of giving the redemption notice (but not exceeding £500), and that amount will be charged by the Issuer by way of a deduction from the redemption proceeds due to such Security Holder.

No additional amounts will be charged by the Issuer to an Applicant or a Security Holder in respect of VAT payable in connection with Application Fees or Redemption Fees.

The Issuer may vary the Application Fees and Redemption Fees at any time after giving 30 days' written notice to Authorised Participants and through a RIS.

Right to Satisfy Applications and Redemptions by Transfer

Notwithstanding the provisions above, the Issuer may, in its discretion, elect to satisfy Application Forms and Redemption Forms by transfer of the appropriate number of Short or Leveraged Commodity Securities to one or more Applicants from the Security Holder(s) seeking redemption. For this purpose, a Security Holder seeking redemption will be deemed to have authorised the Issuer to transfer such Security Holder's Short or Leveraged Commodity Securities as are the subject of the Redemption Form to a third party, on such Security Holder's behalf, provided that the amount payable by the Authorised Participant shall still be an amount equal to the relevant Price on the applicable Pricing Day (plus the Application Fee) and the amount receivable by the Security Holder shall still be the relevant Price on the applicable Pricing Day (less the Redemption Fee), and the relevant Redemption Payment Date will be the date of the transfer.

Security

All rights of the Issuer in relation to the Facility Agreements, the Commodity Contracts, the Guarantees, the Security Agreements and the Control Agreements, to the extent applicable to each Pool, will be the subject of a first-ranking floating charge in favour of the Trustee under the applicable Security Deed to secure the obligations owed by the Issuer to the Trustee and the Security Holders in respect of Short or Leveraged Securities of the relevant class.

The Index Substitution

Following the passing of an extraordinary resolution of the Securities Holders in respect of the Second Month Securities of each class on 21 October 2020, and the giving by the Issuer of notice by an RNS announcement on 4 November 2020, the Issuer effected the substitution (the "**Index Substitution**") of the Individual Commodity Index previously applicable to that class by the Second Month Index specified in the table below.

Class of Second Month Securities	Second Month Index
WisdomTree WTI Crude Oil 2x Daily Leveraged Individual Securities	Bloomberg WTI Crude Oil SL Index (BBG Index ticker: BCLSLER)
WisdomTree WTI Crude Oil 1x Daily Short Individual Securities	Bloomberg WTI Crude Oil SL Index (BBG Index ticker: BCLSLER)
WisdomTree Natural Gas 2x Daily Leveraged Individual Securities	Bloomberg Natural Gas SL Index (BBG Index ticker: BNGSLER)
WisdomTree Natural Gas 1x Daily Short Individual Securities	Bloomberg Natural Gas SL Index (BBG Index ticker: BNGSLER)
WisdomTree Brent Crude Oil 2x Daily Leveraged Individual Securities	Bloomberg Brent Crude Oil SL Index (BBG Index ticker: BCOSLER)
WisdomTree Brent Crude Oil 1x Daily Short Individual Securities	Bloomberg Brent Crude Oil SL Index (BBG Index ticker: BCOSLER)

The Second Month Indices are described under the heading "Second Month Indices") in Part 3 (*The Bloomberg Commodity Index Family*).

Consolidation and Division of Short and Leveraged Commodity Securities

Circumstances may arise where the Issuer might wish to effect a consolidation or division of a particular class of Short or Leveraged Commodity Security.

For example, if a class of Short Individual Security was backed by corresponding Commodity Contracts from two or more different Commodity Contract Counterparties and one of them (the "**Lower Credit**") had, for example, a significant credit rating downgrade, it may be necessary or desirable, in order to ensure that the value of the Short Individual Securities reflects the value of the relevant commodity futures contract, for the Commodity Contracts from the Lower Credit to be excluded from that class. This could be effected by the Commodity Contracts from the Lower Credit being transferred into a new Pool and the Issuer creating and issuing new Short Commodity Securities secured by that new Pool on a one-for-one basis with the Price for both classes being adjusted accordingly. Investors of the affected class would then hold two Short Commodity Securities for each one they held previously and the Price would be split between the two. For example, if the Commodity Contracts from the Lower Credit comprised 30 per cent.

of the aggregated number of Commodity Contracts in the Pool then the Price following the division would be 70 per cent. of the Price prior to the division for the old class and 30 per cent. for the new class.

The Issuer has the right under the Trust Instrument at any time to effect either a consolidation or division and to allocate Commodity Contracts into a new Pool representing a new class of Short or Leveraged Commodity Securities, and need not obtain Listing for any such new class of Short or Leveraged Commodity Securities. The Issuer will only take such action if it believes it is in the interest of the affected Security Holders to do so.

PART 5

DESCRIPTION OF FACILITY AGREEMENTS AND COMMODITY CONTRACTS

All Short and Leveraged Commodity Securities will be backed by corresponding Commodity Contracts with corresponding terms. Each class of Short and Leveraged Commodity Securities has a corresponding class of Commodity Contract. Each time Short and Leveraged Commodity Securities are issued or redeemed the Issuer will create or terminate corresponding Commodity Contracts, exactly matching the number and classes of Short and Leveraged Commodity Securities in question. Commodity Contracts will be created and terminated by the Issuer under a Facility Agreement with a Commodity Contract Counterparty.

At the date of this Prospectus, the Issuer has Facility Agreements in force with MLI and CGML.

As the Issuer is a special purpose company, whose only assets attributable to Short and Leveraged Commodity Securities will be rights under the Facility Agreements and the Commodity Contracts, the Security Agreements and the Guarantees, the ability of the Issuer to meet its obligations upon redemption of Short and Leveraged Commodity Securities will be wholly dependent on its ability to receive payment on termination of Commodity Contracts from the Commodity Contract Counterparties or from BAC (in the case of MLI) or CGMH (in the case of CGML) under the applicable Guarantee or the realisation of Collateral under the applicable Security Agreement and Control Agreement. The Facility Agreements, the Commodity Contracts provided thereunder, the Security Agreements, the BAC Guarantee and the Citigroup Guarantee have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Short and Leveraged Commodity Securities and are each governed by English law, except the Security Agreements, which are governed by New York Law.

The summaries below are drafted in legal language, however, details on how each of the agreements impacts on Security Holders are contained throughout this Prospectus, including in Part 1 (*General*) and Part 4 (*Description of Short and Leveraged Commodity Securities*).

Facility Agreements

The Issuer has entered into the Facility Agreements with MLI and with CGML under which the Issuer can create and terminate on a continuous basis, subject to the Creation Limits and the Redemption Limits and certain other conditions, any class of Commodity Contracts. The Facility Agreements run until at least the tenth anniversary of 24 October 2017, subject in each case to earlier termination in accordance therewith, and as more fully described below. The Issuer hopes to procure an increase in the total number of Commodity Contracts available from the Commodity Contract Counterparties in the event that demand for Short and Leveraged Commodity Securities necessitates such additional capacity.

The Facility Agreements may each be terminated by the Commodity Contract Counterparty on three months' notice (simultaneously with the relevant Classic and Longer Dated Facility Agreement) or by not less than two Business Days' notice following the occurrence of an event of default in respect of the Issuer, provided that the event of default was not caused by a breach by the Commodity Contract Counterparty of its obligations under the relevant Facility Agreement. Other termination rights in favour of the Commodity Contract Counterparties include on the occurrence of a material adverse change (which itself includes a change in tax law).

Each of the Facility Agreements may be terminated by the Issuer by not less than two Business Days' notice following the occurrence of a Counterparty Event of Default in respect of the relevant Commodity Contract Counterparty, provided that the same was not caused by a breach by the Issuer of its obligations under the relevant Facility Agreement or by any Authorised Participant under the relevant Authorised Participant Agreement, on not less than 30 days' notice if the Commodity Contract Counterparty gives a notice that a withholding or deduction is or may be required from payments to be made by it under United States law and upon 30 days' notice in respect of any one or more classes of Commodity Contracts if all Short and Leveraged Commodity Securities of such classes are to be redeemed. The Issuer may also terminate a Facility Agreement at any time upon giving not less than three months' notice.

Each of the Commodity Contract Counterparties may elect to amend its Facility Agreement if the Issuer enters into a Facility Agreement with another Commodity Contract Counterparty to substantially conform its Facility Agreement to that new Facility Agreement and for this purpose the consent of the Trustee will not be required.

Under the Facility Agreements the Issuer may appoint Commodity Contract Counterparties in its sole discretion, save that if any then existing Commodity Contract Counterparty considers in its reasonable belief and acting in good faith that such proposed new Commodity Contract Counterparty should not be appointed for credit, operational, reputational or any other reasonable reasons (other than on grounds of competition) and so notifies the Issuer giving reasons within ten Business Days, such appointments may not become effective.

The CGML Facility Agreement is substantially on the same terms as the MLI Facility Agreement, save that:

- MLI will act as Calculation Agent as referred to under the headings "Calculation Agency Agreement" and "Calculation Agent" below for the purposes of the CGML Facility Agreement, as well as under the MLI Facility Agreement;
- in the event that MLI ceases to be the Calculation Agent under the Calculation Agency Agreement, a new Calculation Agent, which (save in the case of an interim Calculation Agent) is or will be a Commodity Contract Counterparty selected by the Issuer, shall be appointed to act as Calculation Agent for the purposes of the CGML Facility Agreement; and
- in the event that MLI ceases to be the Calculation Agent under the Calculation Agency Agreement following an Insolvency Event in relation to MLI or certain breaches thereof, MLI shall cease to act as Calculation Agent under the MLI Facility Agreement and the Calculation Agent appointed for the purposes of the CGML Facility Agreement shall be appointed to act as Calculation Agent for the purposes of the MLI Facility Agreement.

The Issuer may, but is not required to, enter into other Facility Agreements with other Commodity Contract Counterparties. MLI will (save as referred to in relation to the CGML Facility Agreement above and under the heading "Calculation Agency Agreement" below) act as Calculation Agent under any other such Facility Agreement. **Other Facility Agreements may not be on the same terms as the MLI Facility Agreement or the CGML Facility Agreement.** It is not the Issuer's intention to enter into Facility Agreements for the purpose of spreading counterparty risk. In the event that the Issuer enters into a Facility Agreement with a new Commodity Contract Counterparty, the Issuer will include in a supplementary prospectus such information relating to that new Commodity Contract Counterparty of which it is aware or is able to ascertain from information published by such new Commodity Contract Counterparty, as is required by Annex 19 of the Commission Delegated Regulation of 14 March 2019 (2019/980/EC).

BAC Guarantee

MLI is required under the terms of the MLI Facility Agreement to ensure that its obligations thereunder and any Commodity Contracts issued pursuant to the MLI Facility Agreement have the benefit of credit support provided by BAC. In fulfilment of that requirement, BAC has entered into the BAC Guarantee. The principal provisions of the BAC Guarantee are as follows:

- BAC unconditionally guarantees to the Issuer the prompt payment of any and all obligations and liabilities of MLI under the terms of the MLI Facility Agreement, the MLI Security Agreement and the MLI Control Agreement including, in case of default, interest on any amount due, when and as the same shall become due and payable, whether on the scheduled payment dates, at maturity, upon declaration of termination or otherwise, after giving effect to any applicable notice requirement or grace period and, at all times, in accordance with the terms of that Agreement.
- In the event that MLI fails to make any payment under such agreements when due after giving effect to any applicable notice requirement and grace period, BAC agrees to make such payment, or cause any such payment to be made, promptly upon receipt of written demand from the Issuer to BAC; provided that delay by the Issuer in giving such demand shall in no event affect BAC's obligations under the BAC Guarantee.
- BAC agrees that its obligations under the BAC Guarantee will be unconditional, irrespective of (i) the validity, regularity or enforceability (except as may result from any applicable statute of limitations) of the MLI Facility Agreement, MLI Security Agreement and MLI Control Agreement, (ii) the absence of any action to enforce the same, (iii) any waiver or consent by the Issuer concerning any provisions thereof, (iv) the rendering of any judgment against MLI or any action

to enforce the same or (v) any other circumstances that might otherwise constitute a legal or equitable discharge of a guarantor or a defense of a guarantor, other than defense of payment.

- BAC agrees that the BAC Guarantee will not be discharged except by complete payment of the amounts payable under the MLI Facility Agreement, MLI Security Agreement and MLI Control Agreement.
- BAC shall not be required to pay, or otherwise be liable to, the Issuer for any consequential, indirect or punitive damages (including, but not limited to, opportunity costs or lost profits).
- The BAC Guarantee is governed by and construed in accordance with the internal laws of the State of New York as applicable to contracts or instruments made and to be performed therein.
- The BAC Guarantee may be terminated by BAC at any time by written notice to the Issuer by BAC, effective ten business days following receipt of such written notice by the Issuer or at such later date as may be specified in such written notice, but will continue in full force and effect with respect to any obligation of MLI under the MLI Facility Agreement, MLI Security Agreement and MLI Control Agreement entered into prior to the effectiveness of such written notice of termination.

Citigroup Guarantee

CGML is required under the terms of the CGML Facility Agreement to ensure that its obligations thereunder and any Commodity Contracts issued pursuant to the CGML Facility Agreement have the benefit of credit support provided by CGMH. In fulfilment of that requirement, CGMH has entered into the Citigroup Guarantee. The principal provisions of the Citigroup Guarantee are as follows:

- CGMH absolutely, irrevocably and unconditionally guarantees to the Issuer the due and punctual payment of all amounts payable ("**Obligations**") by CGML under the CGML Facility Agreement, the CGML Security Agreement and the CGML Control Agreement (together the "**Relevant Agreements**"), whether secured or unsecured, joint or several all without regard to any counterclaim, set-off, deduction or defence of any kind which CGMH may have or assert, and without abatement, suspension, deferment or diminution on account of any event or condition whatsoever; provided, however, that CGMH will be entitled to exercise or assert, as the case may be, any right, claim or defence that is available to CGML.
- The Issuer may at any time and from time to time, either before or after the maturity thereof, without notice to or further consent of CGMH, change the time, manner or place of payment or any other term of, any Obligation, exchange, release, fail to perfect or surrender any collateral for, or renew or change any term of any of the Obligations owing to it, and may also enter into a written agreement with CGML or with any other party to any of the Relevant Agreements or person liable on any Obligation, or interested therein, for the extension, renewal, payment, compromise, modification, waiver, discharge or release thereof, in whole or in part, without impairing or affecting the Citigroup Guarantee.
- Except as referred to above, the obligations of CGMH under the Citigroup Guarantee are unconditional, irrespective of (i) the lack of value, genuineness, validity, or enforceability of the Obligations, (ii) any law, regulation or order of any jurisdiction or any other similar event affecting the term of any Obligation or of the Issuer's rights with respect thereto and (iii) to the fullest extent permitted by applicable law, (a) any law, rule or policy that is now or hereafter promulgated by any governmental authority (including any central bank) or regulatory body that may adversely affect CGML's ability or obligation to make or receive such payments, (b) any nationalisation, expropriation, war, riot, civil commotion or other similar event, (c) any inability to convert any currency into the currency of payment of such obligation, and (d) any inability to transfer funds in the currency of payment of such obligation to the place of payment therefor.
- CGMH waives demands, promptness, diligence and all notices that may be required by law or to perfect the Issuer's rights under the Citigroup Guarantee except notice to CGMH of a default by CGML under the Relevant Agreements, provided, however, that any delay in the delivery of notice will in no way invalidate the enforceability of the Citigroup Guarantee. No failure, delay

or single or partial exercise by the Issuer of its rights or remedies thereunder will operate as a waiver of such rights or remedies.

- CGMH will not be required to pay or be liable to the Issuer for any consequential, indirect or punitive damages, opportunity costs or lost profits.
- The Citigroup Guarantee is governed by and will be construed in accordance with the laws of the State of New York. CGMH irrevocably consents to, for the purposes of any proceeding arising out of the Citigroup Guarantee, the exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the borough of Manhattan in New York City.
- The Citigroup Guarantee will remain in full force and effect until such time as it may be revoked by CGMH by written notice given to the Issuer, such notice to be deemed effective upon receipt thereof by the Issuer or at such later date as may be specified in such notice; provided, however, that such revocation will not limit or terminate the Citigroup Guarantee in respect of any Obligations of the Issuer under the Relevant Agreements which shall have been entered into prior to the effectiveness of such revocation.

Calculation Agency Agreement

The Issuer, CGML and MLI have entered into the Calculation Agency Agreement pursuant to which MLI will act as Calculation Agent for the purposes of the CGML Facility Agreement. The Calculation Agency Agreement contains customary exculpatory terms including provisions that neither the Trustee nor any holder or potential holder of Short and Leveraged Commodity Securities will be entitled to rely as against the Calculation Agent upon any determination of the Calculation Agent and that no duty will be owed by the Calculation Agent to the Trustee or any holder or potential holder of Short and Leveraged Commodity Securities in connection with any such determination.

The Calculation Agency Agreement will terminate automatically on the termination of either the CGML Facility Agreement or the MLI Facility Agreement and upon the occurrence of an Insolvency Event with respect to MLI. The Issuer and CGML may together terminate MLI's appointment as calculation agent upon not less than 45 days' written notice and either may do so earlier on certain breach events. MLI will be entitled to resign as calculation agent upon not less than 45 days' written notice if at the time of giving such notice there are no, and have not for 30 days been any, Commodity Contracts outstanding under the MLI Facility Agreement or the MLI Classic and Longer Dated Facility Agreement. If MLI's role as calculation agent is terminated (other than by the Issuer and CGML together absent such breach events) its role as calculation agent under the MLI Facility Agreement will also terminate. Where MLI's role as calculation agent is terminated, the Issuer must identify and appoint a replacement calculation agent (being a Commodity Contract Counterparty).

Security Agreements and Control Agreements

The Issuer has entered into the MLI Security Agreement (which was entered into in relation to and supplements the MLI Facility Agreement and the MLI Classic and Longer Dated Facility Agreement) and the CGML Security Agreement (which was entered into in relation to and supplements the CGML Facility Agreement and the CGML Classic and Longer Dated Facility Agreement) under which MLI and CGML (respectively) have agreed to provide Collateral in respect of their Collateral Exposure at any time. The Collateral Exposure applicable to a Commodity Contract Counterparty is calculated each Business Day by both the Issuer and that Commodity Contract Counterparty and is verified between the parties each Business Day.

The Issuer has also entered into the MLI Control Agreement with MLI and The Bank of New York Mellon (as Securities Intermediary) and the CGML Control Agreement with CGML and The Bank of New York Mellon (as Securities Intermediary). Under the terms of the Security Agreements and the Control Agreements, each Commodity Contract Counterparty is required to post the Collateral to the Collateral Account in its name at the Securities Intermediary.

Under the terms of the Control Agreements, the Securities Intermediary may (in certain circumstances) utilise depositaries and sub-custodians in connection with its duties under the Control Agreements.

Provision of Collateral by the Commodity Contract Counterparties

Each Business Day in respect of each Commodity Contract Counterparty the Securities Intermediary is required to calculate the value (in accordance with the valuation provisions in the Control Agreement described in more detail below) of the Collateral in the relevant Collateral Account as at the close of business (New York time) on the previous Business Day and each Commodity Contract Counterparty must report the Collateral Exposure calculated as at close of business on the immediately preceding Business Day. Under the Security Agreements and Control Agreements, MLI and CGML (respectively) are required to transfer to its Collateral Account securities and obligations to the value (taking into account the value of Eligible Collateral (as described below) already credited to such account) of the Issuer's total exposure to MLI or CGML (as applicable) under (*inter alia*) the fully paid Commodity Contracts between the Issuer and that Commodity Contract Counterparty at the close of business on the immediately preceding Business Day. If on any Business Day the aggregate value of the Collateral in the relevant Collateral Account is greater than such exposure, then the relevant Commodity Contract Counterparty may request that the Securities Intermediary transfers Collateral from the Collateral Account to another account of the relevant Commodity Contract Counterparty's choosing and such transferred Collateral will no longer form part of the Collateral for the purposes of the relevant Security Agreement. The Securities Intermediary may not permit a Commodity Contract Counterparty to transfer assets out of a Collateral Account (i) such that the total value of Collateral in the Collateral Account would equal less than such exposure, or (ii) without the Issuer's consent. For these purposes references to the "value" of the Collateral constitute references to the value thereof determined by the Securities Intermediary in accordance with the valuation provisions in the Control Agreements described in more detail below.

Under the terms of the Security Agreements and the Control Agreements, the Issuer may take control of the Collateral Account and any Collateral in the Collateral Account in certain circumstances including if a Collateral Account Control Event has occurred. This includes, in summary, situations where (i) a Counterparty Event of Default in respect of the relevant Commodity Contract Counterparty (not caused by a breach by the Issuer) has occurred, (ii) the relevant Commodity Contract Counterparty has failed to transfer Collateral to the relevant Collateral Account when due and such failure continues for two Business Days, (iii) the relevant Commodity Contract Counterparty fails to comply with or perform any other provisions of or obligations under the relevant Security Agreement on a continuing basis, or (iv) the relevant Commodity Contract Counterparty becomes insolvent.

Description of Collateral

Under the terms of the Security Agreements, each Commodity Contract Counterparty may only transfer "**Eligible Collateral**" into its Collateral Account. For these purposes Eligible Collateral means:

(A) Cash invested in government or treasury Eligible Money Market Funds denominated in US Dollars with a minimum long term credit rating of AAA by S&P or Aaa by Moody's;

(B) Cash invested in Eligible Money Market Funds (not being government or treasury Eligible Money Market Funds) denominated in US Dollars with a minimum long term credit rating of AAA by S&P or Aaa by Moody's;

(C) stripped or unstripped publicly traded debt securities:

  (i) issued by, or unconditionally guaranteed by, the U.S. Department of Treasury with a minimum long term issuer rating of AA by S&P, Aa2 by Moody's or AA by Fitch;

  (ii) issued by, or unconditionally guaranteed by, a U.S. government agency (other than the U.S. Department of Treasury) whose obligations are fully guaranteed by the full faith and credit of the U.S. government and with a minimum long term issuer rating of AA by S&P, Aa2 by Moody's or AA by Fitch;

  (iii) issued by, or fully guaranteed by, the European Central Bank or an Eligible Sovereign Entity (other than Japan and USA) and with a minimum long term issuer rating of AA by S&P, Aa2 by Moody's or AA by Fitch;

  (iv) issued by, or a stripped or unstripped publicly traded asset-backed debt securities fully guaranteed by, a U.S. Government-sponsored enterprise that is operating with capital support or another form of direct financial assistance received from the U.S. government that enables the repayments of the U.S. Government-sponsored

enterprise's eligible securities, with a minimum long term issuer rating of AA by S&P, Aa2 by Moody's or AA by Fitch; or

(v) issued by, or fully guaranteed by, an Eligible Sovereign Entity being Japan with a minimum long term issuer rating of A- by S&P, A3 by Moody's or A- by Fitch;

(D) a debt security that is issued by, or fully guaranteed by, the Bank for International Settlements, the International Monetary Fund, or a multilateral development bank agreed by the Issuer including the International Bank for Reconstruction and Development, The European Investment Bank, Council Of Europe Development Bank, The Asian Development Bank and The Inter-American Development Bank, in each case with a minimum long term issuer rating of AAA by S&P, Aaa by Moody's or AAA by Fitch; or

(E) Eligible Equities,

provided that, *inter alia:*

(a) the following may not be Eligible Collateral:

(i) securities issued by the relevant Commodity Contract Counterparty or the Issuer or any affiliate of either;

(ii) securities issued by (*inter alia*) a bank holding company, a savings and loan holding company, a U.S. intermediate holding company established or designated for certain specified purposes, a non-U.S. bank, a depository institution or a market intermediary or certain affiliates of any of the foregoing;

(iii) securities issued by a nonbank financial institution supervised by the Board of Governors of the Federal Reserve System under Title I of the Dodd-Frank Act; or

(iv) Securities from GICS Sector 40 – Financial (Equity) and BICS Sector – Financials (Fixed Income);

(b) the inclusion of such collateral security does not cause a breach of the Issuer Concentration Limits or the Jurisdiction Limits set out below;

(c) with respect to any bond or obligation which requires a minimum bond rating, if an issuer has long-term issuer ratings from each of Moody's and S&P, the lower of the two ratings of such bond or obligation satisfies the minimum bond rating;

(d) with respect to equities, that such equity is a member of one of the indices set out in the Collateral Schedule to the relevant Security Agreement (or American depository receipts or global depository receipts whose underlying common or preferred shares are constituents of and such index); provided that any such equities will only constitute Eligible Collateral where the issuer of such equity also appears on the S&P 500 index or the S&P 1500 Composite index;

(e) the inclusion of such security would not cause the relevant Commodity Contract Counterparty or the Issuer to breach applicable minimum regulatory requirements relating to the posting or collection of collateral (including, without limitation, as set out in the CFTC's Margin Requirements for Uncleared Swaps for Swap Dealers and Major Swap Participants, 81 FR 636 (Jan 6, 2016)); and

(f) with respect to any bond or equity, that if and for so long as daily market pricing has remained unavailable to the Securities Intermediary for a period of three Business Days, such bond or equity shall not be treated as Eligible Collateral.

For the purposes of the above:

"**Issuer Concentration Limit**" in respect of any Collateral Account means that with respect to:

(a) Eligible Money Market Funds (not being government or treasury Eligible Money Market Funds) denominated in US Dollars of such Collateral Account of any one issuer may not:

(i) constitute more than of 25 per cent. of the aggregate value of the Collateral in respect of such Collateral Account;

(ii) when taken with Eligible Money Market Funds issued by other issuers, constitute more than 75 per cent. of the aggregate value of the collateral in respect of such Collateral Account; and

(iii) when taken with shares or units of the same Eligible Money Market Fund held in any other Collateral Account of the relevant Commodity Contract Counterparty, constitute more than 20 per cent. in issue size of the outstanding shares or units of class or aggregate net asset value of the relevant Eligible Money Market Fund;

(b) the Eligible Equities of any one issuer held in that Collateral Account may not:

(i) constitute more than 3.3 per cent. of the Eligible Collateral in respect of such Collateral Account;

(ii) when taken with any Eligible Equities of such issuer held in any other Collateral Account of the relevant Commodity Contract Counterparty constitute more than 2.5 per cent. of the aggregate issued and outstanding share capital of that issuer (based on free float market capitalisation); and

(iii) when taken with any Eligible Equities of such issuer held in any other Collateral Account of the relevant Commodity Contract Counterparty constitute more than 100 per cent. of the 30 day average daily volume of such Eligible Equities as determined by the Securities Intermediary; and

"**Jurisdiction Limit**" in respect of any Collateral Account means, with respect to any relevant jurisdiction, the maximum percentage of the value of all Collateral in respect of such Collateral Account that may be constituted of securities of issuers domiciled in such jurisdiction, and with respect to:

(a) the United States where (x) the relevant Collateral constitutes national bonds, government agency bonds or asset-backed debt securities, 100 per cent. and (y) the relevant Collateral constitutes Eligible Equities, 75 per cent.;

(b) France, Germany, Japan and the United Kingdom where (x) the relevant Collateral constitutes national bonds, government agency bonds or asset-backed debt securities, 50 per cent. and (y) the relevant Collateral constitutes Eligible Equities, 25 per cent.;

(c) any other jurisdiction, authority or agency, where (x) the relevant Collateral constitutes national bonds, government agency bonds or asset-backed debt securities, 25 per cent. and (y) the relevant Collateral constitutes Eligible Equities, 10 per cent.; and

(d) where Eligible Equities constitute a "Pan-European" index, there shall be a look-through to the jurisdictions of the underlying constituents for the purposes of determining the Jurisdiction Limit.

For the purpose of valuing the collateral in the Collateral Account the Securities Intermediary will multiply the sum of the values of what it determines to be the market value of each asset of a particular type by the following percentages (subject in each case to an additional haircut of 8 per cent. of such market values in respect of any form of Eligible Collateral if the currency in which such Eligible Collateral is

denominated is not one of US Dollars, Euro, Sterling, Swiss Francs, Japanese yen, Canadian Dollars, Swedish Krona, Norwegian Krone, New Zealand Dollars or Australian Dollars):

(i) for cash invested in Eligible Money Market Funds described in paragraph (A) or paragraph (B) of the definition of "Eligible Collateral" above, the applicable valuation percentage set out below:

Remaining months to maturity (MTM)	*Valuation Percentages*
MTM < 12	99.5%
12 ≤ MTM ≤ 60	98%
MTM > 60	96%

(ii) for any securities falling within sub-paragraphs (i) to (iv) (inclusive) of paragraph (C), or falling within paragraph (D), of the definition of "Eligible Collateral" above, the applicable valuation percentage set out below:

Remaining months to maturity (MTM)	*Valuation Percentages*
MTM < 12	99.5%
12 ≤ MTM ≤ 60	98%
MTM > 60	96%

(iii) for any securities falling within sub-paragraph (v) of paragraph (C) of the definition of "Eligible Collateral" above, the applicable valuation percentage set out below:

Remaining Months to Maturity (MTM)	*Valuation Percentages*
MTM < 12	94%
12 ≤ MTM ≤ 60	92%
MTM > 60	90%

(iv) for any Eligible Equities, either 85 per cent. or 75 per cent. depending on the particular index to which such Eligible Equity belongs.

The Issuer will arrange for a breakdown of the Collateral posted by the Commodity Contract Counterparties (which will not be broken down by Collateral Account or by Commodity Contract Counterparty) to be made available at https://www.wisdomtree.eu/pricing.

As a result of changes in the regulation of over-the-counter derivative contracts, MLI and CGML as Commodity Contract Counterparties are subject to an obligation in relation to their Commodity Contracts to post and collect variation margin, complying with specific requirements as to eligibility and subject to certain "haircuts". The CGML Security Agreement and the MLI Security Agreement therefore include provisions to comply with these requirements.

Although MLI and CGML are subject to a technical requirement to collect variation margin in relation to Commodity Contracts prior to payment therefor, MLI and CGML acknowledge in their respective Facility Agreements that payment of a Creation Amount in respect of any Commodity Contract (whether by payment in cash or by set-off) will extinguish any requirement of the Issuer to provide variation margin and agree that any failure to provide such variation margin will not constitute a breach of the Facility Agreement. The only remedy available to MLI or CGML (as the case may be) for a failure to provide such variation margin (which can only arise due to a failure by an Authorised Participant to make payment of the Creation Amount in respect of the equivalent Commodity Security) will be the termination of the relevant Commodity Contract for which payment has not been made. In such event (and without prejudice to any payments that may be required to be made between the relevant Commodity Contract Counterparty and Authorised Participant pursuant to a Direct Agreement), the relevant Commodity Securities applied for will not be issued.

Commodity Contracts

120 classes of Commodity Contracts are available under the Facility Agreements to be created by the Issuer, corresponding to the 120 classes of Short and Leveraged Commodity Securities.

Where an Authorised Participant has agreed with a Commodity Contract Counterparty the pricing for the issue or redemption of Short or Leveraged Commodity Securities and the creation or termination of the

corresponding Commodity Contracts ("**Agreed Pricing**") the Issuer will create or terminate Commodity Contracts at that pricing, but otherwise the creation or termination price per Commodity Contract will be the Price of the corresponding Short or Leveraged Commodity Security on the applicable Pricing Day ("**Settlement Pricing**").

Whenever Settlement Pricing is used:

- upon receipt by the Issuer of a valid Application Form or Redemption Form, the Issuer will send to the relevant Commodity Contract Counterparty a Creation Notice or Cancellation Notice (together with a copy of the applicable Application Form or Redemption Form, as the case may be) creating or terminating, as the case may be, an equivalent number of Commodity Contracts corresponding to the Short or Leveraged Commodity Securities which are the subject of the Application Form or Redemption Form; and

- within 30 minutes of the Notice Deadline (or, if later, within 30 minutes of any Creation Notice or Cancellation Notice having been sent by the Issuer to the relevant Commodity Contract Counterparty), the Issuer will contact the relevant Commodity Contract Counterparty by telephone to seek confirmation of acceptance by it of such Creation Notice or Cancellation Notice. The relevant Commodity Contract Counterparty will confirm such Creation Notice or Cancellation Notice provided that it complies with certain formalities (set out in the Facility Agreement) as to form, quantum, procedure, timing and substance.

As referred to under the heading "Applications and Redemptions – The System" in Part 4 (*Description of Short and Leveraged Commodity Securities*), the Issuer has implemented the System for enabling Authorised Participants to make Applications and request Redemptions by means of a secure website and has agreed provisions with the Commodity Contract Counterparties and certain of the Authorised Participants to enable use of such system in substitution for the lodging of the forms otherwise required by the Facility Agreements, the Authorised Participant Agreements and the Conditions for the purposes of such Applications and Redemptions. It is expected that all Applications will be made and all Redemptions will be requested using this system.

Separate Pools

All Short and Leveraged Commodity Securities of the same class will have recourse only to the Secured Property of the Pool attributable to that class and not to the Secured Property of any Pool attributable to any other class. The principal assets to be included in each Pool are the Commodity Contracts of that class with MLI and CGML, the rights of the Issuer under the Facility Agreements for that class, and the rights in respect of that class of Commodity Contracts under the Security Agreements, the Control Agreements and the Guarantees. The Issuer may issue other types of commodity securities, based on different prices or having some other different characteristics, but any such securities will have recourse only to the Secured Property of the Pool attributable to such new type and not to the assets attributable to any other type.

Corresponding Terms of Commodity Contracts with Short and Leveraged Commodity Securities

Whenever Short or Leveraged Commodity Securities are issued or redeemed, the Issuer will always create or terminate corresponding Commodity Contracts of the corresponding class(es) as those Short or Leveraged Commodity Securities.

Payment for the issue of Short or Leveraged Commodity Securities and for the creation of Commodity Contracts will be made by an Authorised Participant directly to the relevant Commodity Contract Counterparty, via CREST. Payment on the redemption of Short or Leveraged Commodity Securities will be made by the relevant Commodity Contract Counterparty, in respect of the termination of the corresponding Commodity Contracts by the Issuer, directly to the Authorised Participant redeeming the Short or Leveraged Commodity Securities, via CREST, subject to certain set-off arrangements in respect of creation amounts due and unpaid by the Authorised Participant in relation to the issue of Short or Leveraged Securities.

Unless Agreed Pricing is used, the amount payable upon creation or termination of Commodity Contracts is always determined in the same manner as the Price on the applicable Pricing Day for the corresponding Short and Leveraged Commodity Securities which are applied for or redeemed. Under the Facility Agreements, a Market Disruption Day is determined in the same manner as the determination of a Market Disruption Day under the Programme. Accordingly, any day that is a Market Disruption Day

for the purposes of a Facility Agreement is also a Market Disruption Day for the purposes of the Programme. Commodity Contracts have no equivalent of a Principal Amount.

If Agreed Pricing is used to determine the amount payable upon creation or termination of Commodity Contracts, the same Agreed Pricing applies to the corresponding Short and Leveraged Commodity Securities which are applied for or redeemed.

Consequently, save in the event of a compulsory redemption in the circumstances described in the risk factors entitled "Realisation of Collateral" and "Enforcement by the Trustee" above, the amounts payable between Authorised Participants and the Issuer on the issue or redemption of Short or Leveraged Commodity Securities (other than Application Fees and Redemption Fees which are payable by Authorised Participants to the Issuer and save where the Principal Amount of a class of Short or Leveraged Commodity Securities exceeds its Price) will always be identical to the amounts payable between the Issuer and a Commodity Contract Counterparty on the creation and termination of the corresponding Commodity Contracts.

Elections

Upon an Application Form being lodged for new Short or Leveraged Commodity Securities:

- the Issuer will only issue new Short or Leveraged Commodity Securities if it can create corresponding Commodity Contracts under a Facility Agreement; and
- the Issuer may in its absolute discretion elect to satisfy such Application by the transfer of the appropriate number and class of Short or Leveraged Commodity Securities from one or more Security Holders seeking redemption. In that event, to the extent of the number and class of Short or Leveraged Commodity Securities transferred, no new Commodity Contracts will be created.

Management Fee

The Management Fee, together with the Licence Allowance, will be reflected in the daily adjustments to the Capital Adjustment. The Management Fee and the Licence Allowance will be paid by the Commodity Contract Counterparties to the Issuer.

No other cash payments are settled between the Commodity Contract Counterparties and the Issuer. The net amounts payable on creation or termination of Commodity Contracts are paid directly between the relevant Commodity Contract Counterparty and the Authorised Participant which is applying for or redeeming the Short or Leveraged Commodity Securities, via CREST.

Calculation Agent

MLI is required to act as Calculation Agent under and solely for the purposes of the MLI Facility Agreement, the CGML Facility Agreement and each other Facility Agreement that may be entered into with other Commodity Contract Counterparties.

MLI has four separate roles as Calculation Agent, as follows:

(a) MLI will determine the existence of a Market Disruption Event in respect of any Individual Commodity Index or Composite Commodity Index or commodity in connection with a Commodity Index;

(b) if a Commodity Index is not calculated and/or published and a substitute value is required to be calculated and published pursuant to the Facility Agreement, MLI will calculate a substitute value for that Commodity Index in accordance with the Facility Agreement;

(c) MLI will make the determinations of the Calculation Agent expressly contemplated in the definition of "Intra-day Price" for the purposes of Condition 8.8 (Compulsory Redemption when Intra-day Price falls to zero); and

(d) MLI will make the determinations of the Calculation Agent expressly contemplated in the definitions of "Exchange Index Value", "Out-of-Hours Index Value", "Restrike Index Value" and "Restrike Index Value Determination Window".

In acting as Calculation Agent, MLI is required under the terms of the MLI Facility Agreement and the Calculation Agency Agreement to act in good faith and in a commercially reasonable manner, and in

accordance with its obligations under the MLI Facility Agreement and the Calculation Agency Agreement. Subject to those requirements, the calculations of the Calculation Agent are final and conclusive in the absence of manifest error.

If MLI, as Calculation Agent, considers that any calculation, determination or provision by the Calculation Agent of a substitute index value under the MLI Facility Agreement or Calculation Agency Agreement in respect of any class of Commodity Contracts would be unduly burdensome, it may give a notice to that effect (which notification may be withdrawn by the Calculation Agent by notice to the Issuer should it subsequently determine that such calculation, determination or provision is not unduly burdensome), in which event:

- the Issuer will be required within 10 Business Days of receipt of such notice to give notice under the Conditions suspending the right to Redeem Commodity Securities of the relevant class by Settlement Pricing; and
- the Calculation Agent will be required to use commercially reasonable efforts to appoint a substitute index provider approved by the Issuer and any other Commodity Contract Counterparty, such approval not unreasonably to be withheld or delayed, within 60 calendar days (or such shorter or longer period as may be agreed) of such notification to the Issuer.

If the Calculation Agent is unable to appoint such a substitute index provider, and the Issuer has not within 75 days of such notification to the Issuer itself either appointed a substitute index provider or appointed a replacement Calculation Agent, then either the Commodity Contract Counterparty or the Issuer may elect by giving notice of a Compulsory Cancellation Date that the relevant Commodity Contracts be cancelled on not less than two Business Days' notice (in which event the applicable Short and Leveraged Commodity Securities will be redeemed).

The Issuer may provide copies of determinations notified to the Issuer by the Calculation Agent under a Facility Agreement to the Trustee (but no other person) and/or notify the Trustee (and any other persons) of such determinations by the Calculation Agent, but in each case on the express basis that they are for information purposes only; neither the Trustee nor any actual or potential Security Holder can rely as against the Calculation Agent upon any determination of the Calculation Agent; and no duty is owed by the Calculation Agent to the Trustee or any actual or potential Security Holder.

PART 6

THE PROGRAMME

Overview of the Programme

The rights attached to Short and Leveraged Commodity Securities are summarised in Part 4 (*Description of Short and Leveraged Commodity Securities*), Part 5 (*Description of Facility Agreements and Commodity Contracts*), Part 6 (*The Programme*) and Part 7 (*Trust Instrument and Short and Leveraged Commodity Securities*).

Short and Leveraged Commodity Securities are being made available by the Issuer for subscription only to Authorised Participants. Only Authorised Participants may apply for and/or redeem Short and Leveraged Commodity Securities (except that a Security Holder who is not an Authorised Participant may request redemption of Short or Leveraged Commodity Securities which it holds in the event that on any given Trading Day there are no Authorised Participants, or as may be announced by the Issuer from time to time in accordance with the conditions) and such Security Holder submits a valid Redemption Form on such day.

Short and Leveraged Commodity Securities are available to be issued in Certificated Form; or in Uncertificated Form in the CREST System. See "CREST" below.

Passporting

The Issuer has requested the Central Bank to provide the competent authority in Austria, the *Österreichische Finanzmarktaufsicht* (Austrian Financial Market Authority), the competent authority in Belgium, the *Autorité des Services et Marchés Financiers* (Financial Services and Markets Authority), the competent authority in Denmark, the *Finanstilsynet* (Financial Supervisory Authority), the competent authority in Finland, the *Finanssivalvonta* (Finnish Financial Supervisory Authority), the competent authority in France, the *Autorité des Marchés Financiers* (Authority for the Financial Markets), the competent authority in Germany, the *Bundesanstalt für Finanzdienstleistungsaufsicht* (the Federal Financial Supervisory Authority), the competent authority in Italy, the *Commissione Nazionale per le Società e la Borsa* (CONSOB), the competent authority in Luxembourg, the *Commission de Surveillance du Secteur Financier* (Financial Sector Supervisory Commission), the competent authority in the Netherlands, the *Autoriteit Financiële Markten* (Authority for the Financial Markets), the competent authority in Spain, the *Comisión Nacional del Mercado de Valores* (Securities Market Commission), the competent authority in Sweden, *Finansinspektionen* (Financial Supervisory Authority) and the competent authority in Norway, the *Finanstilsynet* (Norwegian Financial Supervision Authority), with certificates of approval attesting that this Prospectus has been drawn up in accordance with the Prospectus Regulation.

The Issuer may request the Central Bank to provide competent authorities in other EEA member states with such certificates whether for the purposes of making a public offer in such member states or for admission to trading of all or any Short and Leveraged Commodity Securities on a regulated market therein or both.

Transparency Directive

The Issuer announced on or about 4 January 2021 by RIS announcement that it had elected Ireland as its Home Member State for the purposes of the Transparency Directive.

Procedure for Application

Only Authorised Participants may make an Application. An Authorised Participant who wishes to apply for Short and Leveraged Commodity Securities should complete the Application Form in accordance with the instructions thereon and send it to the Issuer. As described under the heading "Applications and Redemptions" in Part 4 (*Description of Short and Leveraged Commodity Securities*), the Issuer has implemented the System for enabling Authorised Participants to make Applications and request Redemptions by means of a secure website in substitution for the lodging of the forms otherwise required by the Facility Agreements, the Authorised Participant Agreements and the Conditions for the purposes of such Applications and Redemptions. It is expected that all Applications will be made and all Redemptions will be requested using this system.

For those Applicants who wish to hold their Short or Leveraged Commodity Securities in Certificated Form, certificates in respect of the Short or Leveraged Commodity Securities will be dispatched within 10 Business Days of the Short or Leveraged Commodity Securities being issued. For those Applicants who desire to hold their Short or Leveraged Commodity Securities in Uncertificated Form, the relevant CREST account

will be credited on the day on which the Short or Leveraged Commodity Securities are issued against payment. The Issuer considers it preferable that Short or Leveraged Commodity Securities be held in Uncertificated Form. Notwithstanding any other provision in this document, the Issuer reserves the right to issue any Short or Leveraged Commodity Securities in Certificated Form. In normal circumstances this right is only likely to be exercised in the event of any interruption, failure or breakdown of CREST (or any part of CREST), or on the part of the facilities and/or systems operated by the Registrar in connection with CREST. This right may also be exercised if the correct details (such as participant ID and member account details) are not provided as requested on the Application Form. No temporary documents of title will be issued and, pending despatch of security certificates, transfers will be certified against the register.

By completing and delivering an Application Form or lodging an Application order through the System the Applicant confirms and agrees that:

(a) it is not relying on any information or representation other than such as may be contained in this document;

(b) no person responsible solely or jointly for this document or any part of it shall have any liability for any information or representation not contained in this document;

(c) it is an Authorised Person, an Exempt Person or an Overseas Person;

(d) it understands that Short and Leveraged Commodity Securities are direct, limited recourse obligations of the Issuer alone; and

(e) it understands that the obligations of the Issuer under Short and Leveraged Commodity Securities are not guaranteed by MLI, BAC or any other member of the BAC Group or CGML, CGMH or any other member of the Citigroup Group or any other Commodity Contract Counterparty or Guarantor.

Further details on new issues are set out in Part 4 (*Description of Short and Leveraged Commodity Securities*).

Subscription for Commodity Securities

All Application Moneys for Short and Leveraged Commodity Securities must be paid through CREST in accordance with the procedures set out in the Application Form.

Short and Leveraged Commodity Securities in respect of which the Application has been made will not be issued unless the Commodity Contracts created and to be paid for with the Application Moneys for that Application are in force.

Listing

The One Times Short Commodity Securities and the Two Times Leveraged Commodity Securities currently in issue (other than the BG Securities) were admitted to listing on the Regulated Market (General Standard) (*Regulierter Markt [General Standard]*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) on 12 June 2008.

The WisdomTree Brent Crude Oil 1x Daily Short Individual Securities and the WisdomTree Brent Crude Oil 2x Daily Leveraged Individual Securities have been listed on the Regulated Market (General Standard) (*Regulierter Markt [General Standard]*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) since 14 March 2012.

On 26 May 2015, certain classes of Short and Leveraged Commodity Securities were delisted from the Frankfurt Stock Exchange. The classes of Short and Leveraged Commodity Securities that were delisted from the Frankfurt Stock Exchange are as follows:

WisdomTree Industrial Metals 1x Daily Short	WisdomTree Lead 1x Daily Short
WisdomTree Energy 1x Daily Short	WisdomTree Tin 2x Daily Leveraged
WisdomTree Precious Metals 1x Daily Short	WisdomTree Heating Oil 2x Daily Leveraged
WisdomTree Petroleum 1x Daily Short	WisdomTree Grains 1x Daily Short
WisdomTree Agriculture 1x Daily Short	WisdomTree Broad Commodities 1x Daily Short
WisdomTree Industrial Metal 2x Daily Leveraged	WisdomTree Cotton 1x Daily Short
WisdomTree Softs 2x Daily Leveraged	WisdomTree Precious Metals 2x Daily Leveraged
WisdomTree Soybeans 1x Daily Short	WisdomTree Soybeans 2x Daily Leveraged
WisdomTree Grains 2x Daily Leveraged	WisdomTree Zinc 2x Daily Leveraged
WisdomTree Platinum 1x Daily Short	WisdomTree Tin 1x Daily Short

WisdomTree Lead 2x Daily Leveraged
WisdomTree Corn 1x Daily Short
WisdomTree Copper 1x Daily Short
WisdomTree Cotton 2x Daily Leveraged
WisdomTree Gasoline 1x Daily Short
WisdomTree Livestock 1x Daily Short
WisdomTree Cocoa 1x Daily Short
WisdomTree Sugar 1x Daily Short
WisdomTree Aluminium 2x Daily Leveraged

The Issuer reserves the right to apply for the re-listing of any class of Short and Leveraged Commodity Securities.

The following Short and Leveraged Commodity Securities have been admitted to listing on Euronext Amsterdam since 4 September 2014.

One Times Short Individual Securities	**Two Times Leveraged Individual Securities**
WisdomTree Gold 1x Daily Short	WisdomTree Gold 2x Daily Leveraged
WisdomTree Silver 1x Daily Short	WisdomTree Silver 2x Daily Leveraged

The following Short and Leveraged Commodity Securities have been admitted to listing on the ETFplus market of Borsa Italiana S.p.A., a Regulated Market since 26 May 2009:

One Times Short Individual Securities	**One Times Short Index Securities**
WisdomTree Aluminium 1x Daily Short	WisdomTree Agriculture 1x Daily Short
WisdomTree Copper 1x Daily Short	WisdomTree Broad Commodities 1x Daily Short
WisdomTree Gold 1x Daily Short	
WisdomTree Natural Gas 1x Daily Short	
WisdomTree Brent Crude Oil 1x Daily Short	
WisdomTree Platinum 1x Daily Short	
WisdomTree Silver 1x Daily Short	
WisdomTree Wheat 1x Daily Short	

Two Times Leveraged Individual Securities	**Two Times Leveraged Index Securities**
WisdomTree Aluminium 2x Daily Leveraged	WisdomTree Agriculture 2x Daily Leveraged
WisdomTree Copper 2x Daily Leveraged	WisdomTree Broad Commodities 2x Daily Leveraged
WisdomTree Gold 2x Daily Leveraged	
WisdomTree Natural Gas 2x Daily Leveraged	
WisdomTree Platinum 2x Daily Leveraged	
WisdomTree Brent Crude Oil 2x Daily Leveraged	
WisdomTree Silver 2x Daily Leveraged	
WisdomTree Wheat 2x Daily Leveraged	

The WisdomTree Brent Crude 1x Daily Short Individual Securities and the WisdomTree Brent Crude 2x Daily Leveraged Individual Securities have been listed on the ETFplus Market of the Borsa Italiana since 30 August 2012.

The following Short and Leveraged Commodity Securities have been admitted to listing on the ETFplus market of Borsa Italiana S.p.A., since 2 November 2015:

WisdomTree Coffee 3x Daily Short	WisdomTree Copper 3x Daily Short
WisdomTree Gold 3x Daily Short	WisdomTree Natural Gas 3x Daily Short
WisdomTree Nickel 3x Daily Short	WisdomTree Silver 3x Daily Short

WisdomTree Sugar 3x Daily Short	WisdomTree Wheat 3x Daily Short
WisdomTree WTI Crude Oil 3x Daily Short	WisdomTree Coffee 3x Daily Leveraged
WisdomTree Copper 3x Daily Leveraged	WisdomTree Gold 3x Daily Leveraged
WisdomTree Natural Gas 3x Daily Leveraged	WisdomTree Nickel 3x Daily Leveraged
WisdomTree Silver 3x Daily Leveraged	WisdomTree Sugar 3x Daily Leveraged
WisdomTree Wheat 3x Daily Leveraged	WisdomTree WTI Crude Oil 3x Daily Leveraged

All other classes of Short and Leveraged Commodity Securities currently in issue (other than the BG Securities) have been admitted to listing on the ETFplus market of the Borsa Italiana since 9 January 2012.

The following Short and Leveraged Commodity Securities have been admitted to listing on the Main Market of the London Stock Exchange since 23 November 2015:

WisdomTree Coffee 3x Daily Short	WisdomTree Copper 3x Daily Short
WisdomTree Gold 3x Daily Short	WisdomTree Natural Gas 3x Daily Short
WisdomTree Nickel 3x Daily Short	WisdomTree Silver 3x Daily Short
WisdomTree Sugar 3x Daily Short	WisdomTree Wheat 3x Daily Short
WisdomTree WTI Crude Oil 3x Daily Short	WisdomTree Coffee 3x Daily Leveraged
WisdomTree Copper 3x Daily Leveraged	WisdomTree Gold 3x Daily Leveraged
WisdomTree Natural Gas 3x Daily Leveraged	WisdomTree Nickel 3x Daily Leveraged
WisdomTree Silver 3x Daily Leveraged	WisdomTree Sugar 3x Daily Leveraged
WisdomTree Wheat 3x Daily Leveraged	WisdomTree WTI Crude Oil 3x Daily Leveraged

Application will be made to Euronext Dublin for all Short and Leveraged Commodity Securities issued during the period of 12 months from the date of this Prospectus to be admitted to the Official List and trading on a regulated market. The admission to trading on Euronext Dublin is technical only and investors should be aware there is no trading facility for the Short and Leveraged Commodity Securities there.

The Issuer may also make an application for certain additional classes of Short and Leveraged Commodity Securities to be admitted to trading on the Main Market of the London Stock Exchange, the Regulated Market (General Standard) (*Regulierter Markt* [General Standard]) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) the ETF plus market of Borsa Italiana S.p.A and/or NYSE Euronext Amsterdam.

Consolidation

The following Two Times Leveraged Commodity Securities were consolidated on 13 May 2016:

WisdomTree Brent Crude Oil 2x Daily Leveraged Securities
WisdomTree WTI Crude Oil 2x Daily Leveraged Securities
WisdomTree Natural Gas 2x Daily Leveraged) Securities WisdomTree Nickel 2x Daily Leveraged) Securities WisdomTree Petroleum 2x Daily Leveraged (Securities WisdomTree Wheat 2x Daily Leveraged) Securities

The Short and Leveraged Commodity Securities of the following classes were redeemed compulsorily on 26 September 2019.

One Times Short Individual Securities
ETFS 1x Daily Short Aluminium Individual Securities
ETFS 1x Daily Short Cocoa Individual Securities
ETFS 1x Daily Short Coffee Individual Securities
ETFS 1x Daily Short Corn Individual Securities
ETFS 1x Daily Short Cotton Individual Securities
ETFS 1x Daily Short Gasoline Individual Securities

ETFS 1x Daily Short Heating Oil Individual Securities
ETFS 1x Daily Short Lead Individual Securities
ETFS 1x Daily Short Lean Hogs Individual Securities
ETFS 1x Daily Short Live Cattle Individual Securities
ETFS 1x Daily Short Platinum Individual Securities
ETFS 1x Daily Short Soybean Oil Individual Securities
ETFS 1x Daily Short Soybeans Individual Securities
ETFS 1x Daily Short Sugar Individual Securities
ETFS 1x Daily Short Tin Individual Securities
ETFS 1x Daily Short Wheat Individual Securities
ETFS 1x Daily Short Zinc Individual Securities

One Times Short Index Securities

ETFS 1x Daily Short Agriculture Index Securities
ETFS 1x Daily Short Energy Index Securities
ETFS 1x Daily Short Ex-Energy Index Securities
ETFS 1x Daily Short Grains Index Securities
ETFS 1x Daily Short Livestock Index Securities
ETFS 1x Daily Short Petroleum Index Securities
ETFS 1x Daily Short Precious Metals Index Securities
ETFS 1x Daily Short Softs Index Securities

Two Times Leveraged Individual Securities

ETFS 2x Daily Long Cotton Individual Securities
ETFS 2x Daily Long Gasoline Individual Securities
ETFS 2x Daily Long Grains Individual Securities
ETFS 2x Daily Long Heating Oil Individual Securities
ETFS 2x Daily Long Lead Individual Securities
ETFS 2x Daily Long Lean Hogs Individual Securities
ETFS 2x Daily Long Live Cattle Individual Securities
ETFS 2x Daily Long Soybean Oil Individual Securities
ETFS 2x Daily Long Soybeans Individual Securities
ETFS 2x Daily Long Tin Individual Securities
ETFS 2x Daily Long Zinc Individual Securities

Two Times Leveraged Index Securities

ETFS 2x Daily Long All Commodities Index Securities
ETFS 2x Daily Long Energy Index Securities
ETFS 2x Daily Long Ex-Energy Index Securities
ETFS 2x Daily Long Industrial Metal Index Securities
ETFS 2x Daily Long Livestock Index Securities
ETFS 2x Daily Long Precious Metals Index Securities
ETFS 2x Daily Long Softs Index Securities

Three Times Short Individual Securities

ETFS 3x Daily Short Coffee Individual Securities
ETFS 3x Daily Short Copper Individual Securities
ETFS 3x Daily Short Gold Individual Securities
ETFS 3x Daily Short Natural Gas Individual Securities
ETFS 3x Daily Short Silver Individual Securities
ETFS 3x Daily Short Sugar Individual Securities
ETFS 3x Daily Short Wheat Individual Securities
ETFS 3x Daily Short WTI Crude Oil Individual Securities

Three Times Leveraged Individual Securities

ETFS 3x Daily Long Copper Individual Securities
ETFS 3x Daily Long Gold Individual Securities
ETFS 3x Daily Long Natural Gas Individual Securities
ETFS 3x Daily Long Silver Individual Securities
ETFS 3x Daily Long WTI Crude Oil Individual Securities

The Issuer reserves the right to re-issue Short and Commodity Securities of the same classes (as renamed pursuant to the nineteenth supplemental trust instrument dated 31 July 2019) with the same or different Principal Amount and with the same or different ISIN and this Prospectus applies to any such

reissued classes.

Settlement

CREST Euroclear and ESES

The Issuer is a participating issuer in, and the Short and Leveraged Commodity Securities are participating securities in, CREST, a paperless multi-currency electronic settlement procedure enabling securities (including debt securities) to be evidenced otherwise than by written instrument, and transferring such securities electronically with effective delivery versus payment. Accordingly, to the extent that the Short and Leveraged Commodity Securities are issued in Uncertificated Form, settlement of transactions in the Short and Leveraged Commodity Securities will take place within the CREST system.

ESES is an integrated settlement platform, managed by Euroclear, enabling market participants in the Euronext markets of Belgium, France and the Netherlands to process all fixed income, equity and other domestic securities transactions with the same platform. With ESES, cross-border transactions between counterparties in Belgium, France and the Netherlands are processed as domestic transactions. As a result, Euroclear is eliminating in those ESES markets the complexities, risks and excess costs of specific cross-border transactions.

Settlement and Delivery on the Frankfurt Stock Exchange (Frankfurter Wertpapierbörse)

For the purpose of good delivery of the Short and Leveraged Commodity Securities on the Frankfurt Stock Exchange, Clearstream Banking Aktiengesellschaft ("**Clearstream**") will issue, for each class and the relevant number of Short and Leveraged Commodity Securities, a Global Bearer Certificate (each a "**Global Bearer Certificate**") in the German language created under German law ("**Collective Safe Custody**"). The Global Bearer Certificates will have the following German ISIN Codes:

Type of Global Bearer Certificate	ISIN
WisdomTree Aluminium 1x Daily Short	DE000AOV9XT2
WisdomTree Cocoa 1x Daily Short	DE000AOV9YF9
WisdomTree Coffee 1x Daily Short	DE000AOV9XU0
WisdomTree Copper 1x Daily Short	DE000AOV9XV8
WisdomTree Corn 1x Daily Short	DE000AOV9XW6
WisdomTree Cotton 1x Daily Short	DE000AOV9XX4
WisdomTree Brent Crude Oil 1x Daily Short	DE000AOV9XY2
WisdomTree Gasoline 1x Daily Short	DE000AOV9XZ9
WisdomTree Gold 1x Daily Short	DE000AOV9X09
WisdomTree Heating Oil 1x Daily Short	DE000AOV9X17
WisdomTree Lead 1x Daily Short	DE000AOV9YC6
WisdomTree Lean Hogs 1x Daily Short	DE000AOV9X25
WisdomTree Live Cattle 1x Daily Short	DE000AOV9X33
WisdomTree Natural Gas 1x Daily Short	DE000AOV9X41
WisdomTree Nickel 1x Daily Short	DE000AOV9X58
WisdomTree Platinum 1x Daily Short	DE000AOV9YD4

Type of Global Bearer Certificate	ISIN
WisdomTree Silver 1x Daily Short	DE000AOV9X66
WisdomTree Soybean Oil 1x Daily Short	DE000AOV9X74
WisdomTree Soybeans 1x Daily Short	DE000AOV9X82
WisdomTree Sugar 1x Daily Short	DE000AOV9X90
WisdomTree Tin 1x Daily Short	DE000AOV9YE2
WisdomTree Wheat 1x Daily Short	DE000AOV9YA0
WisdomTree Zinc 1x Daily Short	DE000AOV9YB8

WisdomTree Agriculture 1x Daily Short	DE000AOV9XH7
WisdomTree Broad Commodities 1x Daily Short	DE000AOV9XJ3
WisdomTree Energy 1x Daily Short	DE000AOV9XK1
WisdomTree Broad Commodities Ex-Energy 1x Daily Short	DE000AOV9XL9
WisdomTree Grains 1x Daily Short	DE000AOV9XM7
WisdomTree Industrial Metals 1x Daily Short	DE000AOV9XN5
WisdomTree Livestock 1x Daily Short	DE000AOV9XP0
WisdomTree Petroleum 1x Daily Short	DE000AOV9XQ8
WisdomTree Precious Metals 1x Daily Short	DE000AOV9XR6
WisdomTree Softs 1x Daily Short	DE000AOV9XS4
WisdomTree Aluminium 2x Daily Leveraged	DE000AOV9YS2
WisdomTree Cocoa 2x Daily Leveraged	DE000AOV9ZE9
WisdomTree Coffee 2x Daily Leveraged	DE000AOV9YT0
WisdomTree Copper 2x Daily Leveraged	DE000AOV9YU8
WisdomTree Corn 2x Daily Leveraged	DE000AOV9YV6
WisdomTree Cotton 2x Daily Leveraged	DE000AOV9YW4
WisdomTree Brent Crude Oil 2x Daily Leveraged	DE000A2BDEB6
WisdomTree Gasoline 2x Daily Leveraged	DE000AOV9YY0
WisdomTree Gold 2x Daily Leveraged	DE000AOV9YZ7
WisdomTree Heating Oil 2x Daily Leveraged	DE000AOV9Y08

Type of Global Bearer Certificate	**ISIN**
WisdomTree Lead 2x Daily Leveraged	DE000AOV9ZB5
WisdomTree Lean Hogs 2x Daily Leveraged	DE000AOV9Y16
WisdomTree Live Cattle 2x Daily Leveraged	DE000AOV9Y24
WisdomTree Natural Gas 2x Daily Leveraged	DE000A2BDED2
WisdomTree Nickel 2x Daily Leveraged	DE000A2BDEC4
WisdomTree Platinum 2x Daily Leveraged	DE000AOV9ZC3
WisdomTree Silver 2x Daily Leveraged	DE000AOV9Y57
WisdomTree Soybean Oil 2x Daily Leveraged	DE000AOV9Y65
WisdomTree Soybeans 2x Daily Leveraged	DE000AOV9Y73
WisdomTree Sugar 2x Daily Leveraged	DE000AOV9Y81
WisdomTree Tin 2x Daily Leveraged	DE000AOV9ZD1
WisdomTree Wheat 2x Daily Leveraged	DE000A2BDEA8
WisdomTree Zinc 2x Daily Leveraged	DE000AOV9ZA7
WisdomTree Agriculture 2x Daily Leveraged	DE000AOV9YG7
WisdomTree Broad Commodities 2x Daily Leveraged	DE000AOV9YH5

WisdomTree Energy 2x Daily Leveraged	DE000AOV9YJ1
WisdomTree Broad Commodities Ex-Energy 2x Daily Leveraged	DE000AOV9YK9
WisdomTree Grains 2x Daily Leveraged	DE000AOV9YL7
WisdomTree Industrial Metals 2x Daily Leveraged	DE000AOV9YM5
WisdomTree Livestock 2x Daily Leveraged	DE000AOV9YN3
WisdomTree Petroleum 2x Daily Leveraged	DE000AOV9YP8
WisdomTree Precious Metals 2x Daily Leveraged	DE000AOV9YQ6
WisdomTree Softs 2x Daily Leveraged	DE000AOV9YR4

A non-binding English language translation of the conditions of the Global Bearer Certificates is set out in Part 10 (*Global Bearer Certificates*) and the definitive German language text is annexed hereto in Annexes 1 and 2.

For each Global Bearer Certificate, the relevant number and class of the Short and Leveraged Commodity Securities will be registered in the name of Vidacos Nominees Limited, London, England (the "**Nominee**") in the relevant Register of Security Holders and credited to a separate safe custody account of Clearstream with Citibank N.A., London, England (the "**Custodian**"). The safe custody account assigned to the Short and Leveraged Commodity Securities (the "**Safe Custody Account**") of each class will be designated "Clearstream Banking Aktiengesellschaft (Clearstream) — Special Safe Custody Account for WisdomTree Short and Leveraged Commodity Securities Global Bearer Certificate —" followed by the name of the class of Short and Leveraged Commodity Security concerned as set out in Annex 2.

In accordance with the conditions governing each Global Bearer Certificate:

- each co-owner thereof will be entitled, at his expense, to demand at any time that Clearstream arrange for the registration of the co-owner or a third party designated by him, in the relevant Register of Security Holders of the number and class of Short and Leveraged Commodity Securities corresponding to his co-ownership share or any portion thereof in the Global Bearer Certificate of the same class; and

- any registered holder of Short and Leveraged Commodity Securities of any relevant class will be entitled, at his expense, to have his Short and Leveraged Commodity Securities delivered to the Custodian for crediting to the Safe Custody Account against a corresponding co-ownership share in the Global Bearer Certificate.

Whenever the number of Short or Leveraged Commodity Securities represented by the Global Bearer Certificate of any class changes (as a result, for example, of deliveries to the Safe Custody Account, withdrawals from the Safe Custody Account or issues or redemptions of Short or Leveraged Commodity Securities), Clearstream will amend the relevant Global Bearer Certificate accordingly.

Unless otherwise agreed, the Issuer will treat the Nominee as one single security holder so far as fractional rights and entitlements are concerned.

Cash Payments and Exercise of Subscription Rights and Other Rights

Cash payments are credited to Clearstream's cash account with the Custodian and paid by Clearstream to the respective co-owners. Any subscription rights or other rights and any fractional rights relating to the Short and Leveraged Commodity Securities in the Safe Custody Account will be held by Clearstream at the disposal of HSBC Trinkaus & Burkhardt AG (the "**Bank**"). Upon the request of the Bank, Clearstream will give instructions to the Custodian for the exercise, purchase or sale of such subscription rights, other rights or fractional rights. In case of any flow of cash amounts resulting out of such transactions, Clearstream will without delay inform the Bank by fax of the net proceeds or the net costs, respectively, and the related value date. The net proceeds or the net costs, respectively, must be credited or debited to the Bank's cash account with Clearstream or as otherwise agreed between Clearstream and the Bank.

Clearstream Banking AG

Clearstream is a company that was incorporated on 12 July 1949 in Frankfurt under the laws of the Federal Republic of Germany. Clearstream is a regulated credit institution under the German Banking Act and licensed as the German Central Securities Depository pursuant to the German Securities Deposit Act, i.e. a professional depository that holds securities for its customers and facilitates the clearance and settlement of securities transactions among them through electronic book-entry transfers between their

accounts, thereby eliminating the need for physical movement of the securities. Clearstream also provides other services to its customers, including safekeeping, administration, clearance and settlement of internationally-traded securities and securities lending and borrowing. Clearstream's customers are worldwide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations.

Clearstream conducts its business in the legal form of a German stock corporation (*Aktiengesellschaft*), registered in the commercial register at the local court in Frankfurt under number HRB 7500, and with registered office at Neue Börsenstraße 1, D60487 Frankfurt am Main, Federal Republic of Germany.

Supply and Inspection of Documents in Germany

For the duration of the Programme or so long as any Short and Leveraged Commodity Securities remain outstanding, copies of this Prospectus (or any replacement prospectus), the German translation of the summary thereto and all financial information as well as the contracts required to be disclosed by the Issuer pursuant to the applicable rules will be available for inspection during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the registered office of the Bank, and a copy of the documents referred above may be requested by contacting the Bank.

Settlement and Delivery on the ETFplus Market of Borsa Italiana S.p.A.

All Short and Leveraged Commodity Securities traded on Borsa Italiana S.p.A. will be recorded in the Register in the name of Monte Titoli S.p.A. and held beneficially for persons who have bought through Borsa Italiana S.p.A. For those persons, Monte Titoli S.p.A. will maintain its own record of holders ("**Italian sub-register**"). All Short and Leveraged Commodity Securities traded on Borsa Italiana S.p.A. are eligible for settlement through the normal Monte Titoli S.p.A. settlement systems on the deposit accounts opened with Monte Titoli S.p.A. Market makers and other account holders at Monte Titoli S.p.A. will be permitted to transfer securities between the Register and the Italian sub-register and any other sub-registers applicable to other markets to which the Short and Leveraged Commodity Securities may be admitted to trading, and thereby be able to move securities between the London Stock Exchange, such other markets and Borsa Italiana S.p.A.

For the purposes of discharging any obligations under the Short and Leveraged Commodity Securities held through Monte Titoli S.p.A., the Issuer will treat Monte Titoli S.p.A. (or such nominee) as the single security holder of such Short and Leveraged Commodity Securities and the holders recorded in the Italian sub-register must look to Monte Titoli S.p.A. to receive any and all entitlements under such Short and Leveraged Commodity Securities.

Registers

The Registrar will maintain the Registers in Jersey.

UCITS and CIS

The Issuer has received legal advice that Short and Leveraged Commodity Securities do not constitute units in a collective investment scheme. The Issuer has also received legal advice that the Short and Leveraged Commodity Securities are capable of constituting transferable securities and do not give rise to an investment in precious metals or constitute certificates representing precious metals and are therefore capable of being eligible investments for a UCITS Scheme. Prospective investing UCITS Schemes would need to satisfy themselves that an investment in the Short and Leveraged Commodity Securities in their own circumstances would be in line with their investment objectives and comply with relevant parts of the FCA Handbook.

Money Laundering Regulations

The verification of identity requirements of Jersey's anti-money laundering laws and regulations and/ or any subsequent equivalent legislation will apply to the Programme and verification of the identity of the Authorised Participants for Short and Leveraged Commodity Securities may be required. The anti- money laundering laws and regulations of other jurisdictions may also apply to the Programme and verification of the identity of the Authorised Participants.

By lodging an Application Form, or lodging an Application order through the System, each Authorised Participant confirms that it is subject to the Money Laundering (Jersey) Order 2008 (as amended from time to time) (in relation to Jersey), the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (in relation to the UK) and/or any other applicable anti-

money laundering laws and regulations and/or undertakes to provide such other evidence of identity as is required by the Issuer at the time of lodging the Application Form or order, or, at the absolute discretion of the Issuer, at such specified time thereafter as may be requested to ensure compliance with the Money Laundering (Jersey) Order 2008, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and/or any other applicable legislation.

The Issuer is entitled, in its absolute discretion, to determine whether the verification of identity requirements apply to any Authorised Participant and whether such requirements have been satisfied. Neither the Issuer nor the Registrar shall be responsible or liable to any person for any loss or damage suffered as a result of the exercise of their discretion hereunder.

No Application will be accepted by the Issuer unless evidence of such Authorised Participant's identity satisfactory to the Issuer and its agents is provided.

Use of Proceeds

The estimated net amount of the proceeds of any particular issue of Short or Leveraged Commodity Securities will be specified in the applicable final terms. Such proceeds will be paid to a Commodity Contract Counterparty as part of the process of creating Commodity Contracts.

PART 7

TRUST INSTRUMENT AND SHORT AND LEVERAGED COMMODITY SECURITIES

The issue of Short and Leveraged Commodity Securities of the Issuer (each having the Principal Amount stated in paragraph 5 of Part 13 (*Additional Information*)) having an aggregate Principal Amount of up to US$1,000,000,000, of any of the classes described in this Prospectus (other than the BG Securities), was authorised pursuant to a resolution of the Board passed on 24 January 2008 and the Short and Leveraged Commodity Securities are constituted by a Trust Instrument dated 8 February 2008, as amended by supplemental trust instruments dated 8 October 2008, 11 December 2008, 29 June 2009, 7 August 2009, 13 January 2010, 14 March 2011, 22 December 2011, 26 January 2012, 14 December 2012, 23 June 2014, 13 November 2014, 23 January 2015, 3 July 2015, 16 October 2015, 12 April 2016, 8 March 2017, 29 June 2017 and 26 January 2018, 14 May 2019, 31 July 2019, 21 May 2020, 22 June 2020 and 21 October 2020 (together, the "**Trust Instrument**" which expression includes further deeds or documents supplemental thereto from time to time), which is governed by Jersey law between the Issuer and The Law Debenture Trust Corporation p.l.c. (the "**Trustee**") (as amended) and in each case secured by a security deed governed by English Law between the Issuer and the Trustee, as amended.

Under the terms of the Trust Instrument the Trustee may (subject to certain conditions) delegate all or any of its trusts, rights, powers, authorities, duties and discretions in respect of the Short and Leveraged Commodity Securities upon such terms and subject to such conditions and regulations as the Trustee may in the interests of the Security Holders think fit.

The issue of up to 1,000,000,000 in number of BG Securities of any class of the Issuer (each having the Principal Amount stated in paragraph 5 of Part 13 (*Additional Information*)) was authorised pursuant to a resolution by the Board passed on 8 December 2011 and such securities of each class are constituted by the Trust Instrument and in each case secured by a security deed relating to the relevant Pool governed by English law dated 8 December 2011 between the Issuer and the Trustee.

The issue of up to 1,000,000,000 in number of Three Times Commodity Securities of any class of the Issuer (each having a Principal Amount stated in paragraph 5 of Part 13 (*Additional Information*)) was authorised pursuant to a resolution of the Board passed on 30 September 2015 and such securities of each class are constituted by the Trust Instrument and in each case secured by a security deed relating to the relevant Pool governed by English law dated 16 October 2015 between the Issuer and the Trustee.

The Trustee is a public limited company registered in England with number 1675231 whose registered office is at Fifth Floor, 100 Wood Street, London EC2V 7EX and which was incorporated on 2 November 1982.

Save in the case of fraud, wilful misconduct or gross negligence, the Trustee has no liability under the Trust Instrument for a breach of trust and save in such circumstances, the Trustee is not liable for any loss arising by reason of any mistake or omission by it or by reason of any other matter or thing including fraud, wilful misconduct, gross negligence or default of another director, officer or employee or Trustee.

The Trustee is not liable for any liability which may result from the exercise or non-exercise of its trusts, rights, powers, authorities, duties and discretions under the Documents.

The extract from the Trust Instrument below is drafted in legal language, however, information on how the terms and conditions apply to Security Holders is contained throughout this Prospectus including Part 1 (*General*) and Part 4 (*Description of Short and Leveraged Commodity Securities*). The conditions of issue of each type of Short and Leveraged Commodity Securities are set out in the Trust Instrument.

Please note that the use of the term "Official List" in this extract from the Trust Instrument should be read as a reference to the UK Official List as defined in the section of this Prospectus under the heading "Definitions and Interpretation".

Please also note that the use of the term "Listing" in this extract from the Trust Investment refers to the admission of such class to the UK Official List and the admission to trading of such class on the London Stock Exchange.

The following are the Conditions applicable to all types of Short and Leveraged Commodity Securities:

"The Conditions

The Short and Leveraged Commodity Securities are undated, limited recourse, secured debt securities

of WisdomTree Commodity Securities Limited and are constituted by, are issued subject to and have the benefit of, a trust instrument dated 8 February 2008 between the Issuer and The Law Debenture Trust Corporation p.l.c. as trustee for the holders of Short and Leveraged Commodity Securities as amended by a supplemental trust instrument dated 8 October 2008, a second supplemental trust instrument dated 11 December 2008, a third supplemental trust instrument dated 29 June 2009, a fourth supplemental trust instrument dated 7 August 2009, a fifth supplemental trust instrument dated 13 January 2010, a sixth supplemental trust instrument dated 14 March 2011, a seventh supplemental trust instrument dated 22 December 2011, an eighth supplemental trust instrument dated 26 January 2012, a ninth supplemental trust instrument dated 14 December 2012, a tenth Supplemental Trust Instrument dated 23 June 2014, an eleventh Supplemental Trust Instrument dated 13 November 2014, a twelfth Supplemental Trust Instrument dated 23 January 2015, a thirteenth Supplemental Trust Instrument dated 3 July 2015, a fourteenth supplemental trust instrument dated 16 October 2015, a fifteenth supplemental trust instrument dated 12 April 2016, a sixteenth supplemental trust instrument dated 8 March 2017, a seventeenth Supplemental Trust Instrument dated 29 June 2017, an eighteenth supplemental trust dated 26 January 2018, a nineteenth supplemental trust dated 14 May 2019, a twentieth supplemental trust dated 31 July 2019, a twenty first supplemental trust instrument dated 21 May 2020, a twenty-second supplemental trust instrument dated 22 June 2020 and a twenty-third supplemental trust instrument dated 21 October 2020, governed by Jersey law.

The Security Holders (as defined below) are entitled to the benefit of, are bound by and are deemed to have notice of, all the provisions of the Trust Instrument and the Security Deeds (each as defined below) and the Conditions set out below.

1. DEFINED TERMS AND INTERPRETATION

1.1 In these Conditions, the following words and expressions have the following meanings:

Acceptable Credit Rating means a long term senior debt credit rating of at least BBB+ from Standard & Poor's Rating Services, a division of the McGraw-Hill Companies Inc. (or any successor to the ratings business thereof), and of at least Baa1 from Moody's Investors Service Inc. (or any successor to the ratings business thereof);

Affiliate means, in relation to any person, any entity controlled, directly or indirectly, by that person, any entity that controls, directly or indirectly, that person, or any entity directly or indirectly under common control with that person; and for this purpose, ***control*** of any entity or person means ownership of a majority of the voting power of the entity or person;

Agreed Pricing has the meaning given in Condition 7.1(b);

Agreed Redemption Form means a notice in the form prescribed from time to time by the Issuer requesting Redemption of Short and Leveraged Commodity Securities using Agreed Pricing;

Applicable Date means the date of the fourteenth supplemental trust instrument between the Issuer and the Trustee expressed to be supplemental to the Trust Instrument;

Authorised Participant means a person which has entered into an Authorised Participant Agreement with the Issuer in relation to Short and Leveraged Commodity Securities and (except in the case of a Commodity Contract Counterparty which has entered into an Authorised Participant Agreement with the Issuer) has entered into a corresponding Direct Agreement with at least one Commodity Contract Counterparty, and which is not an Unacceptable Authorised Participant in respect of that Commodity Contract Counterparty, *provided that* no person shall be an Authorised Participant in respect of a Commodity Contract Counterparty unless and until the Security Conditions (if any) with respect to the Authorised Participant and that Commodity Contract Counterparty shall have been satisfied and *provided further that* a person can be an Authorised Participant in respect of one Commodity Contract Counterparty but not another;

Authorised Participant Agreement means a written agreement between the Issuer and another person under which such person is appointed to act as an "Authorised Participant", distribution agent or in a substantially similar function in relation to Short and Leveraged Commodity Securities and if such agreement is subject to conditions precedent, provided that such conditions have been satisfied;

Bloomberg means Bloomberg L.P. and/or Bloomberg Finance L.P. and/or the Affiliate of either of them;

Bloomberg Commodity Index℠ means the index family known as the Bloomberg Commodity

Index[SM] calculated and published by Bloomberg, formerly known as the Dow Jones – UBS Commodity Index[SM];

Business Day means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in both London and New York;

Calculation Agent means the person from time to time appointed by the Issuer and each Commodity Contract Counterparty for the purposes referred to in Condition 14;

Capital Adjustment means an adjustment factor to be included in the calculation of the Price which is agreed from time to time by a Commodity Contract Counterparty and the Issuer;

Certificated or ***Certificated Form*** means not in Uncertificated Form;

CGML means Citigroup Global Markets Limited, a company incorporated and registered in England and Wales with number 01763297 whose registered office is situated at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, England and includes its successors and assignees;

CIP means "Commodity Index Percentage" as defined in the Handbook from time to time;

class means a class of Short Commodity Securities or Leveraged Commodity Securities under which the Issuer's obligations to make payment, and the corresponding class of Commodity Contracts under which any Commodity Contract Counterparty's obligations to make payment, are determined by reference to a particular Commodity Index;

Classic and Longer Dated Facility Agreements means the agreements entitled "Facility Agreement relating to Classic and Longer Dated Commodity Contracts" between the Issuer and different persons defined for the purposes of the Classic and Longer Dated Trust Instrument as Commodity Contract Counterparties providing for the creation and termination of Commodity Contracts (as defined for the purposes of the Classic and Longer Dated Trust Instrument), including such an agreement (the "**MLI Classic and Longer Dated Facility Agreement**") between the Issuer and MLI and such an agreement (the "**CGML Classic and Longer Dated Facility Agreement**") between the Issuer and CGML;

Classic and Longer Dated Securities means the securities of the Issuer known as Classic and Longer Dated Securities constituted by the Classic and Longer Dated Trust Instrument;

Classic and Longer Dated Trust Instrument means the trust instrument between the Issuer and the Trustee dated 21 September 2006 as amended as at the date of the Trust Instrument and as may be amended further from time to time;

Collateral means all Posted Collateral as defined in any Security Agreement to the extent attributable to the obligations of a Commodity Contract Counterparty under a Facility Agreement;

Commodity Contract means in relation to Short or Leveraged Commodity Securities of a particular class, a contract between the Issuer and a Commodity Contract Counterparty created in accordance with a Facility Agreement and giving rise to matching rights and obligations to such Short or Leveraged Commodity Securities;

Commodity Contract Counterparty means the counterparty to each Facility Agreement with the Issuer and, for so long as the MLI Facility Agreement remains in force, includes MLI and, for so long as the CGML Facility Agreement remains in force, includes CGML;

Commodity Contract Termination means the termination of Commodity Contracts by a Commodity Contract Counterparty in accordance with a Facility Agreement;

Commodity Index means an Individual Commodity Index or a Composite Commodity Index, as appropriate, and "***Commodity Indices***" means all of them and in relation to a class of Short or Leveraged Commodity Securities (and the corresponding class of Commodity Contracts) means the Commodity Index specified in relation to such class in the Sixth Schedule (*Classes of Short and Leveraged Commodity Securities*) to the Trust Instrument;

Composite Commodity Index means an index for a group of commodities (which may change from time to time with respect to such index), as calculated and published by Bloomberg from time to time;

Compulsory Daily Pricing Number means, in respect of a Compulsory Redemption and a class of Short or Leveraged Commodity Securities, the number of outstanding Short or Leveraged Commodity Securities of the relevant class which, in relation to each Pricing Day on which Short and Leveraged Commodity Securities of that class are required to be priced under the relevant Facility Agreement, shall be:

(a) if the Compulsory Redemption Number is not more than the Redemption Limit (in each case for the class), the Compulsory Redemption Number;

(b) if the Compulsory Redemption Number is equal to or more than five times the Redemption Limit, 20 per cent. of the Compulsory Redemption Number; and

(c) otherwise, the amount shall be the Redemption Limit on the first and on each consecutive Pricing Day thereafter except on the last Pricing Day when the amount shall be the Compulsory Redemption Number minus the sum of the Compulsory Number Priced on each preceding Pricing Day for that class in relation to that Compulsory Redemption;

Compulsory Number Priced means in respect of a Pricing Day and a class of Short or Leveraged Commodity Securities, the Compulsory Daily Pricing Number; provided that where the Compulsory Redemption Date is notified in accordance with Condition 8.6 the Compulsory Number Priced in respect of a class of Short or Leveraged Commodity Securities for any Pricing Day shall be reduced by the number of Short or Leveraged Commodity Securities of that class which are subject to a Redemption Form submitted in respect of that Pricing Day and, if such reduction would result in a negative number, that negative number shall be carried forward and applied to reduce the Compulsory Number Priced for the next following Pricing Day and any negative number on the last Pricing Day will be ignored;

Compulsory Redemption means a Redemption of Short or Leveraged Commodity Securities in accordance with Condition 8.13;

Compulsory Redemption Date means a date notified in accordance with Conditions 8.1, 8.2, 8.5, 8.6, 8.7, 8.8 or 8.9;

Compulsory Redemption Number means in respect of a Compulsory Redemption Date and a class of Short or Leveraged Commodity Securities, where such Compulsory Redemption Date is notified in accordance with:

(a) Conditions 8.1, 8.2, 8.7 or 8.8, the total number of Short or Leveraged Commodity Securities of that class outstanding as at the end of the Business Day immediately preceding the Compulsory Redemption Date;

(b) Condition 8.5, provided that the Commodity Index relates to that class, the total number of Short or Leveraged Commodity Securities of that class outstanding as at the end of the Business Day immediately preceding the Compulsory Redemption Date;

(c) Condition 8.6, the number of that class of outstanding Short or Leveraged Commodity Securities in respect of which notice was given by the Issuer in accordance with Condition 8.6 (unless Condition 7.18(d) applies, in which case it means all the Short or Leveraged Commodity Securities of that class outstanding as at the end of the Business Day immediately preceding the Compulsory Redemption Date); and

(d) Condition 8.9, the number of Short or Leveraged Commodity Securities of that class in respect of which notice was given by the Issuer in accordance with Condition 8.9 with respect to the Security Holder in question;

Conditions means these terms and conditions on and subject to which Short and Leveraged Commodity Securities are issued;

Control Agreement means in relation to any Security Agreement the Control Agreement as defined in such Security Agreement;

Controller means, in relation to any company, a person who: A9.7.1

(a) holds 10 per cent. or more of the shares in such company;

(b) is able to exercise significant influence over the management of such company by virtue of his shareholdings in such company;

(c) holds 10 per cent. or more of the shares in a parent undertaking of such company;

(d) is able to exercise significant influence over the management of the parent undertaking of such company;

(e) is entitled to exercise, or control the exercise of, 10 per cent. or more of the voting power in such company;

(f) is able to exercise significant influence over the management of such company by virtue of his voting power in such company;

(g) is entitled to exercise, or control the exercise of, 10 per cent. or more of the voting power in the parent undertaking of such company; or

(h) is able to exercise significant influence over the management of the parent undertaking of such company by virtue of his voting rights;

Counterparty Event of Default means:

(a) the failure of any Commodity Contract Counterparty to make a payment it is due to make in respect of a Commodity Contract Termination in accordance with the relevant Facility Agreement, where such failure is not rectified within five Business Days following the day on which the Commodity Contract Counterparty receives notice of the failure sent by the Issuer, or being in any other breach of the Facility Agreement provided that such breach (if capable of being rectified) is not rectified within (5) five Business Days of the Commodity Contract Counterparty receiving written notice from the Issuer of such breach;

(b) any Guarantor failing to pay an amount due under the relevant Guarantee, when due;

(c) any Commodity Contract Counterparty or Guarantor suffering an Insolvency Event; or

(d) the expiration or termination of any Guarantee (other than where a replacement guarantee (or other form of credit support) acceptable to the Issuer and the Trustee in their sole discretion is provided to the Issuer in lieu of a Guarantee upon or prior to such expiration or termination) or the failing or ceasing of a Guarantee to be in full force and effect for the purpose of the relevant Facility Agreement, in each case other than in accordance with its terms, prior to the satisfaction of all obligations of a Commodity Contract Counterparty under the Facility Agreement to which such Guarantee relates and without the written consent of the Issuer (and this paragraph (d) shall apply *mutatis mutandis* to any replacement guarantee (or other form of credit support));

(e) in the case of a Commodity Contract Counterparty that is a party with the Issuer to a Classic and Longer Dated Facility Agreement, a Counterparty Default (as defined in such Classic and Longer Dated Facility Agreement) shall have occurred under such Classic and Longer Dated Facility Agreement; or

(f) in the case of a Commodity Contract Counterparty that is a party with the Issuer to a Security Agreement, the occurrence of any Security Agreement Event falling within the definition of Counterparty Default in the relevant Facility Agreement;

CREST means the system of paperless settlement of transfers and the holding of securities in Uncertificated Form administered by Euroclear UK & Ireland Limited;

Default Rate means a rate per annum of interest equal to LIBOR plus 2 per cent., compounding daily;

Defaulted Obligation means the failure of the Issuer to make or procure any payment in respect of the Redemption of any Short or Leveraged Commodity Securities when due, and such failure is not remedied within 48 hours of receipt of notice requiring remedy of the same provided that if the amount paid by a Commodity Contract Counterparty under the terms of a Facility Agreement in respect of a Commodity Contract Termination as a result of such Redemption is subject to any withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political sub-division thereof or any authority thereof having power to tax, as required by law (as modified by the practice of any relevant governmental revenue authority) then in effect, and that Commodity Contract Counterparty is not obliged under that Facility Agreement to make any additional payment in respect of the withholding or deduction and the net amount is so paid or procured to be paid by the Issuer in respect of that Redemption, that shall not be a Defaulted Obligation;

Designated Settlement Period means, in respect of any futures contract, the period in respect of which the Settlement Price for that futures contract (or in the case of any futures contract the Relevant Exchange for which is the London Metal Exchange, the LME Closing Price for that futures contract) is determined in accordance with the rules of the Relevant Exchange, and in respect of any class of Three Times Commodity Security or Second Month Security and a Full Trading Day in respect of that class, means the Designated Settlement Period on that Full Trading Day for the futures contracts by reference to the Settlement Price for which the applicable Individual Commodity Index is calculated;

Direct Agreement means an agreement entered into between a Commodity Contract Counterparty and an Authorised Participant or a person proposed by the Issuer to become an Authorised Participant;

Exchange Hours means, in respect of a Three Times Commodity Security of any class and a Full Trading Day for that class, the period commencing at 8.30 a.m. (New York time) on that Full Trading Day and ending at the end of the Designated Settlement Period in respect of that class on that Full Trading Day and, in respect of a Second Month Security and a Full Trading Day for that class, the period commencing at 9.00 a.m. (London time) on that Full Trading Day and ending at the end of the Designated Settlement Period in respect of that class on that Full Trading Day;

Exchange Index Value means, in respect of a Three Times Commodity Security or a Second Month Security of any class at any time during Exchange Hours on a Full Trading Day for that class, the value of that Individual Commodity Index published by Bloomberg in respect of such time or, in relation to any time during the time interval between times in respect of which a value of that Individual Commodity Index is so published by Bloomberg, such value of that Individual Commodity Index as may be calculated by the Calculation Agent for the purposes of one or more Facility Agreements, *provided that* (i) if the Calculation Agent reasonably determines for such purposes that such published value is incorrect or if the value of such Individual Commodity Index is not so published, the Calculation Agent is required instead to use for such purposes a substitute value of the relevant Individual Commodity Index calculated by the Calculation Agent using the most recently reported (at the time for which such substitute value is to be calculated) prices for the futures contracts by reference to the Settlement Price for which that Individual Commodity Index is calculated, (ii) if the Calculation Agent determines for such purposes that as the result of a material trading disruption or anomaly the value of any futures contract used in calculating such published value manifestly does not reflect a fair value for that futures contract having regard to the principles set out in Condition 14.3, the Calculation Agent is required instead to determine for such purposes the fair market value for such futures contract having regard to the principles set out in Condition 14.3 and to calculate the value of the relevant Individual Commodity Index calculated using such fair market values; and (iii) if the Calculation Agent reasonably determines for the purposes of one or more Facility Agreements that a Market Disruption Event or Hedging Disruption Event has occurred with respect to any relevant futures contract, the Calculation Agent is required instead for such purposes to use the value of the relevant Individual Commodity Index calculated by the Calculation Agent using the most recently reported prices for the relevant futures contracts, if any, that are not subject to a Market Disruption Event or Hedging Disruption Event and using a fair market value determined in accordance with the principles set out in Condition 14.3 for the relevant commodity futures that are subject to a Market Disruption Event or Hedging Disruption Event, and in each case the Exchange Index Value shall be as so determined by the Calculation Agent for such purposes;

Extraordinary Resolution means in respect of one or more classes of Short or Leveraged Commodity Securities either (a) a resolution passed at a meeting of the holders of the Short or Leveraged Commodity Securities of such class or classes duly convened and held in accordance with the provisions contained in the Trust Instrument and carried by a majority consisting of not less than 75 per cent. in number of the persons voting thereat upon a show of hands or, if a poll is duly demanded, by a majority consisting of the holders of not less than 75 per cent. by Principal Amount of the Short or Leveraged Commodity Securities of such class or classes voting on such poll or (b) a resolution in writing of holders of the Short or Leveraged Commodity Securities of such class or classes holding not less than 75 per cent. by Principal Amount of the Short or Leveraged Commodity Securities of such class or classes;

Facility Agreements means the agreements entitled “Facility Agreement relating to Short and Leveraged Commodity Contracts” between the Issuer and different Commodity Contract Counterparties providing for the creation and termination of Commodity Contracts thereunder

including such an agreement (the "**MLI Facility Agreement**") between the Issuer and MLI and such an agreement (the "**CGML Facility Agreement**") between the Issuer and CGML;

FCA means the Financial Conduct Authority of the United Kingdom;

FSMA means the Financial Services and Markets Act 2000;

Funding Rate means a rate per annum of interest equal to LIBOR, compounding daily;

Further Securities means securities issued by the Issuer in accordance with Condition 18.1;

Full Trading Day means:

(a) in respect of an Individual Commodity Index, a day which is both a Trading Day for such Individual Commodity Index and a General Trading Day;

(b) in respect of a futures contract the settlement price of which is included in the calculation of an Individual Commodity Index, a day which is both a Trading Day for such futures contract and a General Trading Day; and

(c) for a commodity in connection with an Individual Commodity Index (or a class of Three Times Commodity Security or Second Month Security), a day which is both a Trading Day for such commodity and a General Trading Day;

General Notice means any notice given in accordance with these Conditions other than a Pricing Notice;

General Trading Day means a "Business Day" as defined in the Handbook from time to time (and meaning as at the date of the Trust Instrument "any day on which the sum of the CIPs for those Index Commodities that are open for trading is greater than 50 per cent." where "Index Commodities" has the meaning given to it in the Handbook);

General Trading Session means, in respect of an Individual Commodity Index and a General Trading Day which is a Trading Day for such Individual Commodity Index, any and all exchange initiated trading sessions (either electronic or on the floor pit) with respect to the commodity the Settlement Price of a futures contract relating to which is used in calculating the Individual Commodity Index which commence at the end of Exchange Hours on the previous General Trading Day and end at the end of Exchange Hours on such General Trading Day which is a Trading Day for such Individual Commodity Index;

Guarantee means in respect of any Commodity Contract Counterparty, any guarantee or other credit support agreement provided by a guarantor or other credit support provider in respect of such Commodity Contract Counterparty's obligations under the relevant Facility Agreement insofar as it relates to the relevant Pool;

Guarantor means in respect of any Commodity Contract Counterparty, any guarantor or other credit support provider who has entered into a Guarantee in respect of such Commodity Contract Counterparty's obligations under the relevant Facility Agreement insofar as it relates to the relevant Pool;

Handbook means the document called "Index Methodology – The Bloomberg Commodity Index Family" which sets out the methodology for calculation of the DJ-UBS CI^{SM} prepared and as amended from time to time by Dow Jones and UBS Securities, a copy of which, as at the Applicable Date, can be obtained from the following address: http://www.bloombergindexes.com and includes the document entitled "Index Methodology –Bloomberg SL Commodity Indices" prepared and as amended, varied, supplemented or replaced from time to time by Bloomberg;

Hedging Disruption Event means an event, circumstance or cause that a Commodity Contract Counterparty reasonably and in good faith determines has had or would reasonably be expected to have a materially adverse effect on that Commodity Contract Counterparty's ability to hedge its positions in connection with the relevant Facility Agreement or Commodity Contracts of the relevant class, including, without limitation, any limitation or prohibition associated with acquiring, establishing, re-establishing, substituting, maintaining, unwinding or disposing of any hedging transaction in connection with the relevant Facility Agreement or such Commodity Contracts, in each case whether due to market illiquidity, position limits in respect of any futures contract, illegality, the adoption of or change in any law or other regulatory instrument, lack of availability of

hedging transaction market participants or the occurrence or existence of any other circumstance or event;

Indicative Price means, in respect of a particular class of Short or Leveraged Index Security on a calendar day, the value calculated in accordance with Condition 5.5;

Individual Commodity Index means an index for an individual commodity (as adjusted through the addition or removal of other Individual Commodity Indices) as calculated and published by Bloomberg from time to time;

Insolvency Event means, in relation to a person other than the Issuer, such person (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (7) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (7) (inclusive); or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts;

Intra-day Price means at any time (a) between 8.00 a.m. and 2.30 p.m. New York Time on a Trading Day in respect of a One Times Short Commodity Contract or a Two Times Leveraged Commodity Contract other than a Second Month Security, (b) at any time on a Trading Day in respect of a Second Month Security or (c) during the General Trading Session in respect of a Trading Day in respect of a Three Times Commodity Contract, the Price, calculated in accordance with Condition 5, using as $I_{i,t}$ the most recent value of the relevant Commodity Index published as of such time by Bloomberg provided, that (i) if the Calculation Agent reasonably determines that such published value is incorrect, the Calculation Agent shall instead use a special value of the relevant Commodity Index calculated using the most recently reported prices for the futures contracts by reference to the Settlement Price for which that Commodity Index is calculated (in whole or in part), (ii) if the Calculation Agent determines that as the result of a material trading disruption or anomaly the value of any futures contract used in calculating such published value manifestly does not reflect a fair market value for that futures contract having regard to the principles in the Facility Agreement described in Condition 14.3, the Calculation Agent shall instead determine fair market values for such futures contracts having regard to the principles in the Facility Agreement described in Condition 14.3 and calculate a special value of the relevant Commodity Index calculated using such fair market values and (iii) if the Calculation Agent reasonably determines that a Market Disruption Event has occurred with respect to any applicable futures contract, the Calculation Agent shall instead use a special value of the relevant Commodity Index calculated using the most recently reported prices for the relevant futures contracts, if any, that are not subject to a Market Disruption Event and using a fair market value determined in accordance with the principles set out in the Facility Agreement described in Condition 14.3 for the relevant commodity futures that are subject to a Market Disruption Event and provided further in the case of a Second Month Contract that if at the time when the Intra-day Price is determined, there is no real time publication by Bloomberg of the value of the relevant Commodity Index, the Calculation Agent shall instead use a special value of the relevant Commodity Index calculated using those prices most recently reported on the Relevant Exchange for the futures contracts by reference to the prices of which that Commodity Index is calculated (in whole or in part);

Investment Company Act means the Investment Company Act of 1940 of the U.S.;

Issuer means WisdomTree Commodity Securities Limited, a company incorporated and registered in Jersey with registered number 90959;

Issuer Business Day means a day which is both a General Trading Day and a London Business Day;

Issuer Insolvency Event means the Issuer (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4) has a declaration made against it declaring the assets of the Issuer *en désastre* pursuant to the Bankruptcy (Désastre) (Jersey) Law 1990, as amended; (5) institutes or has instituted against it any other proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (6) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (7) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (8) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (9) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (8) (inclusive); or (10) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; *provided that* no action taken by the Trustee in respect of the Issuer shall constitute an Issuer Insolvency Event save where acts of the Trustee fall within one or more of clauses (1) to (9) and are taken in respect of security taken over Commodity Contracts, a Facility Agreement or a Guarantee;

Issuer's Website means the website having the following internet address: https://www.wisdomtree.eu/ or such other internet address as may be notified to Security Holders and the Trustee by RIS announcement;

Jersey means the Island of Jersey, Channel Islands;

Lead Future means (a) for an Individual Commodity Index and a Trading Day with respect thereto, the particular futures contract which is the "Lead Future" or "Lead Contract" (as defined in the Handbook) for that Individual Commodity Index on that Trading Day and (b) for a commodity comprised in a Composite Commodity Index but which is not the subject of an Individual Commodity Index and a Trading Day with respect thereto, the particular futures contract which is the "Lead Future" (as defined in the Handbook) for that commodity in relation to that Composite Commodity Index on that Trading Day;

Leverage Factor means with respect to each class of Short and Leveraged Commodity Securities the number specified in Condition 5;

Leveraged Commodity Security means a Two Times Leveraged Individual Security, a Two Times Leveraged Index Security or a Three Times Leveraged Individual Security;

Leveraged Index Security means a Two Times Leveraged Index Security;

Leveraged Individual Security means a Two Times Leveraged Individual Security or a Three Times Leveraged Individual Security;

Liability means any loss, damage, cost, charge, claim, demand, expense, judgement, action, proceeding or other liability whatsoever (including, without limitation, in respect of Taxes (as defined in the Trust Instrument) and including any VAT or similar Tax (as so defined) charged or chargeable in respect thereof and legal and professional fees and expenses on a full indemnity basis, and Liabilities shall be construed accordingly;

LIBOR means, in respect of any date of determination:

(a) the rate for overnight deposits in U.S. Dollars which appears on the Reuters LIBOR01 page (or any successor page) as of 11:00 a.m. on the day that is two London Business Days preceding such date of determination; or

(b) in the event of the unavailability of the Reuters LIBOR01 page (or any successor page), the rate for such determination date will be determined on the basis of the rates at which deposits in US Dollars are offered by four major banks in the London interbank market ("***Reference Banks***") at approximately 11:00 a.m. on the day that is two London Business Days preceding the relevant determination date to prime banks in the London interbank market for overnight deposits commencing on that date and in an amount (a "***Representative Amount***") that is representative for a single transaction in the relevant market at the relevant time. The Issuer will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for such date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for such determination date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by the Issuer, at approximately 11:00 a.m., New York City time, on such determination date for loans in US Dollars to leading European banks for overnight deposits commencing on the determination date and in a Representative Amount;

Listing means the admission of a particular class of Short or Leveraged Commodity Securities to the Official List in accordance with the Listing Rules and admission of a particular class of Short or Leveraged Commodity Securities to trading on the London Stock Exchange's market for listed securities (or any of such markets if the London Stock Exchange has at any time more than one such market) becoming effective;

Listing Failure means the refusal of the UK Listing Authority to admit to the Official List any Short or Leveraged Commodity Securities issued or to be issued under the Programme;

Listing Failure Date means the day which was or would have been the date on which payment would have been made for Commodity Contracts pursuant to the terms of the relevant Facility Agreement corresponding to the Short or Leveraged Commodity Securities in respect of which a Listing Failure has occurred;

Listing Rules means the Listing Rules of the UK Listing Authority from time to time, made under section 73A of the FSMA;

London Business Day means a day (other than a Saturday or a Sunday) on which banks are open for the transaction of general business in London;

London Stock Exchange means London Stock Exchange plc or its market for listed securities (or any of such markets if the London Stock Exchange has at any time more than one such market), as the context may require;

Market Disruption Day means:

(i) in respect of an Individual Commodity Index, a General Trading Day which is a Trading Day for that Individual Commodity Index on which a Market Disruption Event occurs or is continuing in the Relevant Market on the Relevant Exchange for that Individual Commodity Index;

(ii) in respect of a Composite Commodity Index, a General Trading Day which is a Trading Day in respect of each futures contract by reference to the Settlement Price for which that Composite Commodity Index is calculated (in whole or in part) but on which a Market Disruption Event occurs or is continuing in the Relevant Market on the Relevant Exchange for any such futures contract;

(iii) in respect of a futures contract the Settlement Price for which is included in the calculation of a Commodity Index, a General Trading Day which is a Trading Day for that futures contract and on which a Market Disruption Event occurs or is continuing in the Relevant Market on the Relevant Exchange on which that futures contract is traded; or

(iv) in respect of a commodity in connection with a Commodity Index (or class of Short or Leveraged Commodity Securities), a Market Disruption Day for a futures contract in respect of that commodity the Settlement Price for which is included in the calculation of that Commodity Index (or the Commodity Index relating to that class of Short or Leveraged

Commodity Securities);

Market Disruption Event means:

(a) in respect of a particular Individual Commodity Index, any of the following events:

(i) the Relevant Exchange fails to determine, announce or publish the relevant Settlement Price(s); or

(ii) the termination or suspension of, or material limitation or disruption in the trading of, any Lead Future or Next Future used in the calculation of an Individual Commodity Index; or

(iii) the Settlement Price of the Lead Future or Next Future used in the calculation of the Individual Commodity Index reflects the maximum permitted price change (as set from time to time by the Relevant Exchange for that Lead Future or Next Future) from the previous day's Settlement Price; and

(b) in respect of any Composite Commodity Index means any event described in paragraphs (a)(i), (ii) or (iii) of this definition in relation to any futures contract the Settlement Price for which is included in the calculation of that Composite Commodity Index (and, for such purposes, references in sub-paragraphs (a)(ii) and (iii) of this definition to "any Lead Future or Next Future used in the calculation of an Individual Commodity Index" shall be construed, in relation to a commodity comprised in a Composite Commodity Index, as references to the Lead Future or Next Future with respect to that commodity the Settlement Price of which is used in the calculation of that Composite Commodity Index); and

(c) in respect of a commodity in connection with a Commodity Index (or a class of Short or Leveraged Commodity Securities), any event described in sub-paragraph (a)(i), (ii) or (iii) of this definition in relation to the futures contract in respect of that commodity the Settlement Price of which is included in the calculation of that Commodity Index (or the Commodity Index relating to that class of Short or Leveraged Commodity Securities) (and, for such purposes, references in sub-paragraphs (a)(ii) and (iii) of this definition to "any Lead Future or Next Future used in the calculation of an Individual Commodity Index" shall be construed, in relation to such commodity, as references to the Lead Future or Next Future with respect to that commodity used in the calculation of that Composite Commodity Index (or the Commodity Index relating to that class of Short or Leveraged Commodity Securities)),

in each case as determined by the Calculation Agent for the purposes of one or more Facility Agreements;

MLI means Merrill Lynch International, a company incorporated and registered in England and Wales with number 2312079 whose registered office is situated at 2 King Edward Street, London EC1A 1HQ, England and includes its successors and assignees;

month means calendar month;

New York Business Day means a day (other than a Saturday or a Sunday) on which banks are open for the transaction of general business in New York;

Next Future means (a) for an Individual Commodity Index and a Trading Day with respect thereto, the particular futures contract which is the "Next Future" or "Next Contract" (as defined in the Handbook) for that Individual Commodity Index on that Trading Day and (b) for a commodity comprised in a Composite Commodity Index but which is not the subject of an Individual Commodity Index and a Trading Day with respect thereto, the particular futures contract which is the "Next Future" (as defined in the Handbook) for that commodity in relation to that Composite Commodity Index on that Trading Day;

Notice Deadline means, on a General Trading Day, the earlier of 2.30 p.m. or such other time determined by the Issuer as the Notice Deadline in respect of a particular General Trading Day or generally;

Official List means the official list maintained by the UK Listing Authority for the purpose of Part VI of FSMA;

One Times Short Commodity Securities means One Times Short Index Securities and One

Times Short Individual Securities;

One Times Short Index Security means a Short and Leveraged Commodity Security of a class specified as such in Part B of Schedule 6 (*Classes of Short and Leveraged Commodity Securities*) to the Trust Instrument constituted by the Trust Instrument and recorded on the relevant Register;

One Times Short Individual Security means a Short and Leveraged Commodity Security of a class specified as such in Part A of Schedule 6 (*Classes of Short and Leveraged Commodity Securities*) to the Trust Instrument constituted by the Trust Instrument and recorded on the relevant Register;

Out-of-Hours means, in respect of a Three Times Commodity Security or a Second Month Security of any class and a General Trading Day which is a Trading Day for the Individual Commodity Index applicable to that class, that part or parts of the General Trading Session in respect of that General Trading Day and that Individual Commodity Index (including any part or parts of such General Trading Session falling on a day which is not a General Trading Day or a day which is not a Trading Day for such Individual Commodity Index) other than the Exchange Hours in respect of that class and that General Trading Day;

Out-of-Hours Index Value means, in respect of a Three Times Commodity Security or a Second Month Security of any class and any time during Out-of-Hours on a General Trading Day which is a Trading Day for the Individual Commodity Index applicable to that class, if the value of such Individual Commodity Index is published by Bloomberg in respect of such time, the value as so published, *provided that* if the Calculation Agent reasonably determines for the purposes of one or more Facility Agreements that such published value is incorrect or if the value of such Individual Commodity Index is not so published, the Calculation Agent is required instead to use for such purposes a substitute value of the relevant Individual Commodity Index calculated by the Calculation Agent using the most recently reported (at the time for which such substitute value is to be calculated) prices for the futures contracts by reference to the Settlement Price for which that Individual Commodity Index is calculated, and *provided further that* if the Calculation Agent determines for such purposes that as the result of a material trading disruption or anomaly the value of any futures contract used in calculating any such published or reported value manifestly does not reflect a fair value for that futures contract having regard to the principles set out in Condition 14.3 and Condition 14.5, the Calculation Agent is required instead to determine for such purposes fair market values for such futures contracts having regard to the principles set out in Condition 14.3 and Condition 14.5 and calculate a substitute value of the relevant Individual Commodity Index calculated using such fair market values, and in each case the Out-of Hours Index Value shall be as so determined by the Calculation Agent for such purposes;

outstanding means in relation to each class of Short or Leveraged Commodity Securities, all the Short or Leveraged Commodity Securities of that class issued and in respect of which there is for the time being an entry in the Register other than:

(a) Short or Leveraged Commodity Securities which have been redeemed and cancelled pursuant to the Trust Instrument; and

(b) Short or Leveraged Commodity Securities which have been purchased and cancelled pursuant to the Trust Instrument;

provided that for the purpose of the right to attend and vote at any meeting of the Security Holders or any of them and certain other purposes of the Trust Instrument, Short or Leveraged Commodity Securities (if any) which are for the time being held by, for the benefit of, or on behalf of, (A) the Issuer, (B) a Commodity Contract Counterparty, (C) ETFS Capital Limited (formerly ETF Securities Limited) or a Guarantor, (D) any subsidiary of the Issuer or of a Commodity Contract Counterparty, (E) any individual Controller of the Issuer or Guarantor or (F) any person controlled by any such persons listed in (A) to (E) above shall (unless and until ceasing to be so held) be deemed not to remain outstanding and accordingly the holders of such Short and Leveraged Commodity Securities shall be deemed not to be Security Holders;

Pool means a separate fund or pool to which Short or Leveraged Commodity Securities of a particular class are attributable;

Price means the price determined in accordance with Condition 5 and ***Pricing*** (other than when used in the terms Pricing Date and Pricing Day) shall be construed accordingly;

Pricing Date means:

(a) in the case of an Agreed Redemption Form, the day upon which that form is deemed to have been received by the Issuer; or

(b) in the case of a Settlement Redemption Form, the Pricing Day upon which the Redemption Amount is determined;

Pricing Day means:

(a) for each class of Short or Leveraged Individual Securities, a General Trading Day which is a Trading Day for the Individual Commodity Index applicable to that class of Short or Leveraged Commodity Securities that is not a Market Disruption Day for that Individual Commodity Index (other than a Market Disruption Day for which a substitute value for that Individual Commodity Index is determined by the Calculation Agent in accordance with the provisions of the Facility Agreements), *provided that* in the case of a class of Three Times Commodity Security or Second Month Security, a Restrike Disruption Day in respect of such class shall not be a Pricing Day in respect of such class;

(b) for each class of Short or Leveraged Index Securities, a General Trading Day which is a Trading Day for each of the futures contracts by reference to the Settlement Price for which the Composite Commodity Index relating to that class of Short or Leveraged Index Security is calculated (in whole or in part) that is not a Market Disruption Day for any such futures contracts (other than a Market Disruption Day for which a substitute value for that Composite Commodity Index is determined by the Calculation Agent in accordance with the provisions of the Facility Agreements);

(c) for each futures contract the Settlement Price for which is included in the calculation of a Commodity Index, a General Trading Day which is a Trading Day for that futures contract and which is not a Market Disruption Day for that futures contract; or

(d) for each commodity in connection with a Commodity Index (or class of Short or Leveraged Commodity Securities), a General Trading Day which is a Trading Day for the futures contract relating to that commodity the Settlement Price for which is included in the calculation of that Commodity Index (or that class of Short or Leveraged Commodity Securities) and which is not a Market Disruption Day for that futures contract;

Pricing Notice means a Redemption Form or a Withdrawal Notice;

Principal Amount means in respect of each Short or Leveraged Commodity Security the amount specified in clause 2 of the Trust Instrument;

Programme means the programme for the issue of Short and Leveraged Commodity Securities

Prohibited Benefit Plan Investor means any "employee benefit plan" within the meaning of section 3(3) of the United States Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), subject to Part 4. Subtitle B of Title I of ERISA, any "plan" to which section 4975 of the United States Internal Revenue Code of 1986, (the "**Code**") applies (collectively, "Plans"), any entity whose underlying assets include "plan assets" of any of the foregoing Plans within the meaning of 29 C.F.R. Section 2510.3-101 or section 3(42) of ERISA, as they may be modified, by reason of a Plan's investment in such entity, any governmental or church plan that is subject to any U.S. Federal, state or local law that is similar to the prohibited transaction provisions of ERISA or Section 4975 of the Code, or any person who holds Short and Leveraged Commodity Securities on behalf of, for the benefit of or with any assets of any such Plan or entity;

Prohibited US Person means a US Person who is not a Qualified Purchaser, or any person who holds Short or Leveraged Commodity Securities for the benefit of a US Person who is not a Qualified Purchaser;

properly authenticated dematerialised instruction shall bear the meaning given to it in the Regulations;

Property to be Assigned means with respect to each Authorised Participant Agreement and each Commodity Contract Counterparty:

(a) all of the right, title, interest and benefit of the Issuer, existing now or in the future, in, to, under or in respect of the Authorised Participant Agreement as it applies as a separate

agreement in relation to that Commodity Contract Counterparty in accordance with its terms; and

(b) all other rights, moneys and property whatsoever which may from time to time at any time be derived from or accrue with respect to the Authorised Participant Agreement as it so applies including:

(i) all of the Issuer's rights to receive payment of any amounts which may become payable to it pursuant to the Authorised Participant Agreement or with respect to such Authorised Participant Agreement as it so applies;

(ii) all amounts due, payable and properly received by the Issuer pursuant to the Authorised Participant Agreement;

(iii) all the Issuer's rights to serve notices and/or make demands pursuant to such Authorised Participant Agreement as it so applies and/or to take such steps as are required to cause payments to become due and payable thereunder or with respect to such Authorised Participant Agreement as it so applies;

(iv) all of the Issuer's rights of action in respect of any breach of such Authorised Participant Agreement as it so applies; and

(v) all of the Issuer's rights to receive damages or obtain other relief in respect of such Authorised Participant Agreement as it so applies;

Qualified Purchaser means a "qualified purchaser" as defined under the Investment Company Act;

Redemption means the redemption of Short and Leveraged Commodity Securities by the Issuer in accordance with these Conditions (and ***Redeem*** shall be construed accordingly);

Redemption Account means a bank account to receive payments of the Redemption Amount in respect of the Redemption of Commodity Contracts (and matching Short and Leveraged Commodity Securities), which account shall be:

(a) for an Authorised Participant, the bank account notified in writing by the Authorised Participant to the Issuer, each Commodity Contract Counterparty and the Trustee from time to time;

(b) for a Compulsory Redemption or where there are no Authorised Participants, the bank account of the Issuer secured for the benefit of the Security Holders or of the Trustee for the benefit of such Security Holders; and

(c) otherwise, the bank account specified in the Redemption Form;

Redemption Amount means the amount payable by the Issuer to the Security Holder upon the Redemption of Short and Leveraged Commodity Securities, as may be reduced for any withholdings or deductions for or on account of tax as set out in Condition 9.5;

Redemption Fee means the fee payable by a Security Holder upon Redemption of Short and Leveraged Commodity Securities in accordance with Condition 10;

Redemption Form means an Agreed Redemption Form or a Settlement Redemption Form in the form prescribed from time to time by the Issuer and in accordance with these Conditions, as the case may be;

Redemption Limits means the limits on Redemption set out in Condition 7.6;

Redemption Payment Date means:

(a) in the case of a Redemption pursuant to a Settlement Redemption Form, the second London Business Day following the Pricing Date of that Redemption*, provided that* if either that day or the preceding London Business Day is not also a New York Business Day then the Redemption Payment Date shall be on the Business Day next following the day that would have been the Redemption Payment Date but for this proviso; or

(b) in the case of a Redemption pursuant to an Agreed Redemption Form, the London Business Day specified for such payment in that form; *provided that* the date so specified shall be

not earlier than one London Business Day following the day upon which that form was deemed to have been received by the Issuer; or

(c) in the case of a Redemption in accordance with a Listing Failure, the second London Business Day following the relevant Listing Failure Date, *provided that* if either that day or the preceding London Business Day is not also a New York Business Day then the Redemption Payment Date shall be on the Business Day next following the day that would have been the Redemption Payment Date but for this proviso, or such other Business Day as may be agreed by the relevant Commodity Contract Counterparty and the Authorised Participant who submitted the relevant Redemption Form; or

(d) in the case of a Redemption following the nomination of a Compulsory Redemption Date, the London Business Day which is the second London Business Day following the last Pricing Day on which the Price of Short and Leveraged Commodity Securities being Redeemed is determined in accordance with these Conditions, *provided that* if either that day or the preceding London Business Day is not also a New York Business Day then the Redemption Payment Date shall be on the Business Day next following the day that would have been the Redemption Payment Date but for this proviso;

Registers means the registers of Security Holders of each class kept and maintained by the Registrar and "***Register***" shall be construed accordingly;

Registrar means Computershare Investor Services (Jersey) Limited or such other person as may be appointed by the Issuer from time to time to maintain the Registers;

Regulations means the Companies (Uncertificated Securities) (Jersey) Order 1999 including any modifications thereto or any regulations in substitution therefor made and for the time being in force which, *inter alia*, enable title to Short and Leveraged Commodity Securities to be evidenced otherwise than by a certificate and transferred otherwise than by a written instrument;

Relevant Exchange means:

(a) for each Individual Commodity Index, the futures exchange on which is traded the futures contract by reference to the prices of which that Individual Commodity Index is calculated;

(b) in relation to a commodity comprised in a Composite Commodity Index, the futures exchange on which is traded the futures contract for that commodity the Settlement Price of which is included in the calculation of that Composite Commodity Index; and

(c) in relation to a futures contract the Settlement Price of which is included in the calculation of a Commodity Index, the futures exchange on which that futures contract is traded.

Relevant Market means (a) in respect of an Individual Commodity Index, the market conducted on the Relevant Exchange for the futures contracts by reference to which the Individual Commodity Index is calculated and (b) in relation to a commodity comprised in a Composite Commodity Index, the market conducted on the Relevant Exchange for the futures contract for that commodity the Settlement Price of which is included in the calculation of that Composite Commodity Index;

Required Security Document means, with respect to an Authorised Participant Agreement and a Commodity Contract Counterparty, each security that the relevant Commodity Contract Counterparty requires the Issuer to execute over the Property to be Assigned in favour of the relevant Commodity Contract Counterparty as security for the Secured Obligations (which may include, but shall not be limited to, a Security Assignment), having regard to the jurisdiction of incorporation of the Authorised Participant (or proposed Authorised Participant) or of the branch through which such person is acting for the purposes of such Authorised Participant Agreement (as the case may be);

Restrike Cost means, with respect to each class of Three Times Commodity Security or Second Month Security, an amount which is agreed from time to time by a Commodity Contract Counterparty and the Issuer;

Restrike Day in relation to a class of Three Times Commodity Security or Second Month Security means a Full Trading Day in respect of that class on which a Restrike Event in respect of that class has occurred or which commences during a Restrike Index Value Determination Window in respect of that class;

Restrike Disruption Day in relation to a class of Three Times Commodity Security or Second Month Security means a Full Trading Day in respect of that class on which the Designated Settlement Period for that class ends during (and prior to the end of) a Restrike Index Value Determination Window in respect of that class;

Restrike Event means:

(a) in respect of a Three Times Leveraged Individual Security of any class and a Full Trading Day for that class, if:

(i) the Out-of-Hours Index Value in respect of that class falls during Out-of-Hours in respect of such Full Trading Day to or below 75 per cent. of the closing settlement price level of that Individual Commodity Index for the last Full Trading Day in respect of that class ending prior to the commencement of the Restrike Index Value Determination Window during which the Restrike Event occurred (or, for any subsequent Restrike Event occurring during the same General Trading Session, to or below 75 per cent. of the preceding Restrike Index Value for that General Trading Session); or

(ii) the Exchange Index Value in respect of that class falls during Exchange Hours in respect of such Full Trading Day, to or below 75 per cent. of the closing settlement price level of that Individual Commodity Index for the last Full Trading Day in respect of that class ending prior to the commencement of the Restrike Index Value Determination Window during which the Restrike Event occurred (or, for any subsequent Restrike Event occurring during the same General Trading Session, to or below 75 per cent. of the preceding Restrike Index Value for that General Trading Session);

(b) in respect of a Three Times Short Individual Security of any class and a Full Trading Day for that class, if:

(i) the Out-of-Hours Index Value in respect of that class rises during Out-of-Hours in respect of such Full Trading Day to or above 125 per cent. of the closing settlement price level of that Individual Commodity Index for the last Full Trading Day in respect of that class ending prior to the commencement of the Restrike Index Value Determination Window during which the Restrike Event occurred (or, for any subsequent Restrike Event occurring during the same General Trading Session, to or above 125 per cent. of the preceding Restrike Index Value for that General Trading Session); or

(ii) the Exchange Index Value in respect of that class rises during Exchange Hours in respect of such Full Trading Day to or above 125 per cent. of the closing settlement price level of that Individual Commodity Index for the last Full Trading Day in respect of that class ending prior to the commencement of the Restrike Index Value Determination Window during which the Restrike Event occurred (or, for any subsequent Restrike Event occurring during the same General Trading Session, to or above 125 per cent. of the preceding Restrike Index Value for that General Trading Session);

(c) in respect of a Second Month Security which is a Leveraged Individual Security of any class and a Full Trading Day for that class, if:

(i) the Out-of-Hours Index Value in respect of that class falls during Out-of-Hours in respect of such Full Trading Day to or below 65 per cent. of the closing settlement price level of that Individual Commodity Index for the last Full Trading Day in respect of that class ending prior to the commencement of the Restrike Index Value Determination Window during which the Restrike Event occurred (or, for any subsequent Restrike Event occurring during the same General Trading Session, to or below 65 per cent. of the preceding Restrike Index Value for that General Trading Session); or

(ii) the Exchange Index Value in respect of that class falls during Exchange Hours in respect of such Full Trading Day, to or below 65 per cent. of the closing settlement price level of that Individual Commodity Index for the last Full Trading Day in respect of that class ending prior to the commencement of the Restrike Index Value

Determination Window during which the Restrike Event occurred (or, for any subsequent Restrike Event occurring during the same General Trading Session, to or below 65 per cent. of the preceding Restrike Index Value for that General Trading Session);

(d) in respect of a Second Month Security which is a Short Individual Security of any class and a Full Trading Day for that class, if:

(i) the Out-of-Hours Index Value in respect of that class rises during Out-of-Hours in respect of such Full Trading Day to or above 170 per cent. of the closing settlement price level of that Individual Commodity Index for the last Full Trading Day in respect of that class ending prior to the commencement of the Restrike Index Value Determination Window during which the Restrike Event occurred (or, for any subsequent Restrike Event occurring during the same General Trading Session, to or above 170 per cent. of the preceding Restrike Index Value for that General Trading Session); or

(ii) the Exchange Index Value in respect of that class rises during Exchange Hours in respect of such Full Trading Day to or above 170 per cent. of the closing settlement price level of that Individual Commodity Index for the last Full Trading Day in respect of that class ending prior to the commencement of the Restrike Index Value Determination Window during which the Restrike Event occurred (or, for any subsequent Restrike Event occurring during the same General Trading Session, to or above 170 per cent. of the preceding Restrike Index Value for that General Trading Session),

and the occurrence of (a), (b), (c) or (d) will result in a "Restrike Event" having occurred with respect to the Individual Commodity Index applicable to that Three Times Leveraged Individual Security, that Three Times Short Individual Security or that Second Month Security (as the case may be) (as the case may be) in respect of such Full Trading Day, *provided that* following the occurrence of a Restrike Event, a subsequent Restrike Event shall not be regarded as having occurred unless at the time of such subsequent Restrike Event the Restrike Index Value Determination Window for the preceding Restrike Event has ended;

Restrike Index Value means:

(a) in respect of a Three Times Leveraged Individual Security of any class or a Second Month Security of any class which is a Leveraged Individual Security and Full Trading Day for that class, the lowest value of the Individual Commodity Index applicable to that class which is (in the case of a Restrike Event occurring during Out-of-Hours in respect of such Full Trading Day) calculated by the Calculation Agent for the purposes of one or more Facility Agreements in respect of any time during the period commencing on the occurrence of the relevant Restrike Event and ending at the end of the Restrike Index Value Determination Window using the most recently reported (at the time for which such value is to be calculated) prices for the futures contracts by reference to the Settlement Price for which that Individual Commodity Index is calculated, or (in the case of a Restrike Event occurring during Exchange Hours in respect of such Full Trading Day) published by Bloomberg on the QR (quote recap monitor) screen during the Restrike Index Value Determination Window; or

(b) in respect of a Three Times Short Individual Security of any class or a Second Month Security of any class which is a Short Individual Security and a Full Trading Day for that class, the highest value of the Individual Commodity Index applicable to that class which is (in the case of a Restrike Event occurring during Out-of-Hours in respect of such Full Trading Day) calculated by the Calculation Agent for the purposes of one or more Facility Agreements in respect of any time during the period commencing on the occurrence of the relevant Restrike Event and ending at the end of the Restrike Index Value Determination Window using the most recently reported (at the time for which such value is to be calculated) prices for the futures contracts by reference to the Settlement Price for which that Individual Commodity Index is calculated, or (in the case of a Restrike Event occurring during Exchange Hours on such Full Trading Day) published by Bloomberg on the QR (quote recap monitor) screen during the Restrike Index Value Determination Window,

provided that (i) (in the case of a Restrike Event occurring during Exchange Hours in respect of

such Full Trading Day) if the Calculation Agent reasonably determines that such published value is incorrect, the Calculation Agent is required instead to use for such purposes a substitute value of the relevant Individual Commodity Index calculated by the Calculation Agent using the most recently reported (at the time for which such substitute value is to be calculated) prices for the futures contracts by reference to the Settlement Price for which that Individual Commodity Index is calculated, (ii) if the Calculation Agent determines that as the result of a material trading disruption or anomaly the value of any futures contract used in calculating such published value manifestly does not reflect a fair value for that futures contract having regard to the principles set out in Condition 14.3 and Condition 14.5, the Calculation Agent is required instead to determine for such purposes the fair market value for such futures contract having regard to the principles set out in Condition 14.3 and Condition 14.5 and to calculate the value of the relevant Individual Commodity Index using such fair market value; and (iii) (in the case of a Restrike Event occurring during Exchange Hours in respect of such Full Trading Day) if the Calculation Agent reasonably determines that a Market Disruption Event or Hedging Disruption Event has occurred with respect to any applicable futures contract, the Calculation Agent is required instead to use for such purposes a substitute value of the relevant Individual Commodity Index calculated by the Calculation Agent using the most recently reported prices for the relevant futures contracts, if any, that are not subject to a Market Disruption Event or Hedging Disruption Event and using a fair market value determined in accordance with the principles set out set out in Condition 14.3 for the relevant commodity futures that are subject to a Market Disruption Event or Hedging Disruption Event, and in each case the Restrike Index Value shall be as so determined by the Calculation Agent for such purposes;

Restrike Index Value Determination Window in respect of any class of Three Times Commodity Security means:

(a) in respect of a Restrike Event occurring with respect to the Individual Commodity Index applicable to that class during Exchange Hours in respect of a Full Trading Day in respect of such class, the 15 minute period commencing immediately following a Restrike Event first having occurred with respect to that Individual Commodity Index, *provided that* (i) if the Calculation Agent reasonably determines for the purposes of one or more Facility Agreements that a Market Disruption Event or Hedging Disruption Event has subsequently occurred with respect to any applicable futures contract during such 15 minute period then the Calculation Agent may lengthen the Restrike Index Value Determination Window for such purposes by extending it by successive 15 minute periods (without affecting its commencement time, and with each such successive 15 minute period commencing from the end of the previous 15 minute period (and not from the end of the occurrence of the applicable Market Disruption Event or Hedging Disruption Event)) until the earlier of (A) the first successive continuous 15 minute period having elapsed during Exchange Hours during which no Market Disruption Event or Hedging Disruption Event subsisted; and (B) the end of Exchange Hours on the third Full Trading Day after that on which the Restrike Event first occurred, (ii) if but for this proviso (ii) the Restrike Index Value Determination Window would end 15 minutes or less prior to the end of Exchange Hours in respect of such Full Trading Day then the Restrike Index Value Determination Window will instead end (without affecting its commencement time) at the end of Exchange Hours in respect of such Full Trading Day; (iii) if but for this proviso (iii) the Restrike Index Value Determination Window would end less than 15 minutes after the end of Exchange Hours in respect of such Full Trading Day then the Restrike Index Value Determination Window will instead end (without affecting its commencement time) at the end of Exchange Hours in respect of such Full Trading Day; and (iv) if but for this proviso (iv) the Restrike Index Value Determination Window would end at a time which is 15 minutes or more after the end of Exchange Hours in respect of such Full Trading Day and during Out-of-Hours, or that Full Trading Day is a Market Disruption Day, then the Restrike Index Value Determination Window will be determined in accordance with sub-clause (b) below as if the Restrike Event occurred during Out-of-Hours;

(b) in respect of a Restrike Event occurring with respect to the Individual Commodity Index applicable to that class during Out-of-Hours in respect of a Full Trading Day in respect of such class, the period commencing immediately following the Restrike Event and ending 15 minutes after the commencement of Exchange Hours on such Full Trading Day, *provided that* if the Calculation Agent reasonably determines for the purposes of one or more Facility Agreements that a Market Disruption Event or Hedging Disruption Event has occurred with

respect to such 15 minute period then the Calculation Agent may lengthen the Restrike Index Value Determination Window for such purposes by extending it by successive 15 minute periods (without affecting its commencement time, and with each such successive 15 minute period commencing from the end of the previous 15 minute period (and not from the end of the occurrence of the applicable Market Disruption Event or Hedging Disruption Event)) until the earlier of (i) the first successive continuous 15 minute period having elapsed during a General Trading Session during which no Market Disruption Event or Hedging Disruption Event subsisted; and (ii) the end of Exchange Hours on the third Full Trading Day after that on which the Restrike Event first occurred,

provided further that in the event that the Restrike Index Value Determination Window has been so extended for the purposes of one or more Facility Agreements by successive 15 minute periods such that no Restrike Value has been determined by the end of Exchange Hours on the third Full Trading Day after that on which the Restrike Event first occurred with respect to the Individual Commodity Index applicable to that class, then the Calculation Agent is required instead for such purposes to use a substitute value of the relevant Individual Commodity Index calculated by the Calculation Agent using the most recently reported prices for the relevant futures contracts, if any, that are not subject to a Market Disruption Event or Hedging Disruption Event and using a fair market value determined in accordance with the principles set out in Condition 14.3 for the relevant commodity futures that are subject to a Market Disruption Event or Hedging Disruption Event and in respect of any class of Second Month Security means:

(c) in respect of a Restrike Event occurring with respect to the Individual Commodity Index applicable to that class during Exchange Hours in respect of a Full Trading Day in respect of such class, the 30 minute period commencing immediately following a Restrike Event first having occurred with respect to that Individual Commodity Index, *provided that* (i) if the Calculation Agent reasonably determines for the purposes of one or more Facility Agreements that a Market Disruption Event or Hedging Disruption Event has subsequently occurred with respect to any applicable futures contract during such 30 minute period then the Calculation Agent may lengthen the Restrike Index Value Determination Window for such purposes by extending it by successive 30 minute periods (without affecting its commencement time, and with each such successive 30 minute period commencing from the end of the previous 30 minute period (and not from the end of the occurrence of the applicable Market Disruption Event or Hedging Disruption Event)) until the earlier of (A) the first successive continuous 30 minute period having elapsed during Exchange Hours during which no Market Disruption Event or Hedging Disruption Event subsisted; and (B) the end of Exchange Hours on the third Full Trading Day after that on which the Restrike Event first occurred, (ii) if but for this proviso (ii) the Restrike Index Value Determination Window would end 30 minutes or less prior to the end of Exchange Hours in respect of such Full Trading Day then the Restrike Index Value Determination Window will instead end (without affecting its commencement time) at the end of Exchange Hours in respect of such Full Trading Day; (iii) if but for this proviso (iii) the Restrike Index Value Determination Window would end less than 30 minutes after the end of Exchange Hours in respect of such Full Trading Day then the Restrike Index Value Determination Window will instead end (without affecting its commencement time) at the end of Exchange Hours in respect of such Full Trading Day; and (iv) if but for this proviso (iv) the Restrike Index Value Determination Window would end at a time which is 30 minutes or more after the end of Exchange Hours in respect of such Full Trading Day and during Out-of-Hours, or that Full Trading Day is a Market Disruption Day, then the Restrike Index Value Determination Window will be determined in accordance with sub-clause (d) below as if the Restrike Event occurred during Out-of-Hours;

(d) in respect of a Restrike Event occurring with respect to the Individual Commodity Index applicable to that class during Out-of-Hours in respect of a Full Trading Day in respect of such class, the period commencing immediately following the Restrike Event and ending 15 minutes after the commencement of Exchange Hours on such Full Trading Day, *provided that* if the Calculation Agent reasonably determines for the purposes of one or more Facility Agreements that a Market Disruption Event or Hedging Disruption Event has occurred with respect to such 15 minute period then the Calculation Agent may lengthen the Restrike Index Value Determination Window for such purposes by extending it by successive 15 minute periods (without affecting its commencement time, and with each such successive 15 minute period commencing from the end of the previous 15 minute

period (and not from the end of the occurrence of the applicable Market Disruption Event or Hedging Disruption Event)) until the earlier of (i) the first successive continuous 15 minute period having elapsed during a General Trading Session during which no Market Disruption Event or Hedging Disruption Event subsisted; and (ii) the end of Exchange Hours on the third Full Trading Day after that on which the Restrike Event first occurred,

provided further that in the event that the Restrike Index Value Determination Window has been so extended for the purposes of one or more Facility Agreements by successive 15 or 30 minute periods (as the case may be) such that no Restrike Value has been determined by the end of Exchange Hours on the third Full Trading Day after that on which the Restrike Event first occurred with respect to the Individual Commodity Index applicable to that class, then the Calculation Agent is required instead for such purposes to use a substitute value of the relevant Individual Commodity Index calculated by the Calculation Agent using the most recently reported prices for the relevant futures contracts, if any, that are not subject to a Market Disruption Event or Hedging Disruption Event and using a fair market value determined in accordance with the principles set out in Condition 14.3 for the relevant commodity futures that are subject to a Market Disruption Event or Hedging Disruption Event.

For the purposes of these Conditions, the Restrike Index Value Determination Window in respect of any class of Three Times Commodity Security or Second Month Security shall be as the same as is determined for the purposes of one or more Facility Agreements;

RIS means a Regulatory Information Service (as defined for the purposes of the Listing Rules) from time to time chosen by the Issuer;

Second Month Contract means a Commodity Contract relating to a Second Month Security;

Second Month Security means a WisdomTree WTI Crude Oil 2x Daily Leveraged Individual Security, a WisdomTree WTI Crude Oil 1x Daily Short Individual Security, a WisdomTree Natural Gas 2x Daily Leveraged Individual Security, a WisdomTree Natural Gas 1x Daily Short Individual Security, a WisdomTree Brent Crude Oil 2x Daily Leveraged Individual Security or a WisdomTree Brent Crude Oil 1x Daily Short Individual Security and ***Second Month Securities*** shall be construed accordingly;

Secured Obligations means:

(a) all present and future obligations (which for the avoidance of doubt, are all limited recourse obligations) of the Issuer to the relevant Commodity Contract Counterparty on account of Creation Amounts and interest thereon; and

(b) all losses, damages, legal and other costs, charges and expenses sustained, suffered or incurred by the relevant Commodity Contract Counterparty arising out of or in connection with any act, matter or thing done or omitted to be done by the Issuer under the Facility Agreement or the Security Assignment or any other Required Security Document;

Secured Property means (in respect of Short or Leveraged Commodity Securities of any class) all rights of the Issuer under the corresponding Facility Agreement(s), Commodity Contracts, any Security Agreement and any Guarantee, in each case to the extent that they apply to payments due in respect of Short or Leveraged Commodity Securities of that class, or any part thereof, and which are subject to the security created in favour of the Trustee pursuant to the applicable Security Deed;

Securities Act means the Securities Act of 1933 of the U.S.;

Security Agreement means in relation to any Facility Agreement in respect of which the Commodity Contract Counterparty enters into a security agreement supplemental to, or supporting the obligations of the Commodity Contract Counterparty pursuant to, (*inter alia*) that Facility Agreement, such security agreement and includes such an agreement (the "**MLI Security Agreement**") between the Issuer and MLI and such an agreement (the "**CGML Security Agreement**") between the Issuer and CGML;

Security Agreement Event means, in respect of a Commodity Contract Counterparty that is a party with the Issuer to a Security Agreement, the occurrence of any event by which the security under such Security Agreement becomes enforceable;

Security Assignment means, in respect of each Authorised Participant Agreement and each

Commodity Contract Counterparty, the Security Assignment (if any) pertaining to that Authorised Participant Agreement as it applies in relation to that Commodity Contract Counterparty entered into between the Issuer and the relevant Commodity Contract Counterparty and securing the Secured Obligations of the Issuer to that Commodity Contract Counterparty;

Security Conditions means, with respect to a proposed Authorised Participant and a Commodity Contract Counterparty, to the extent required pursuant to the Facility Agreement to which that Commodity Contract Counterparty is a party, that (a) each Required Security Document with respect to the relevant Authorised Participant Agreement and Commodity Contract Counterparty has been duly executed by the Issuer, (b) notice (duly executed by the Issuer) of each such Required Security Document has been duly given by the Issuer to such proposed Authorised Participant and (c) such proposed Authorised Participant has executed an acknowledgement of such notice in favour of the relevant Commodity Contract Counterparty;

Security Deed means in respect of each Pool and the corresponding class of Commodity Contracts, the security deed entered into between the Issuer and the Trustee pertaining to that Pool;

Security Holder means a registered holder of Short or Leveraged Commodity Securities;

Settlement Failure means, in respect of a Redemption where the Security Holder has delivered the Short and Leveraged Commodity Securities to the Issuer (via the CREST system or another method agreed with the Issuer), a failure by the Issuer to pay or to procure the payment of the whole of a Redemption Amount into the relevant Redemption Account on a Redemption Payment Date;

Settlement Failure Date means, in relation to a Settlement Failure, the date on which such Settlement Failure occurred;

Settlement Price means, in relation to any Pricing Day and a futures contract traded on a Relevant Exchange, the official settlement price of the Relevant Exchange for such day in relation to such futures contract as determined in accordance with the regulations of the Relevant Exchange;

Settlement Pricing has the meaning given in Condition 7.1(a);

Settlement Redemption Form means a notice in the form prescribed from time to time by the Issuer for requesting Redemption of Short and Leveraged Commodity Securities using Settlement Pricing;

Short and Leveraged Commodity Securities means Short and Leveraged Index Securities and Short and Leveraged Individual Securities and ***Short or Leveraged Commodity Securities*** means any of them;

Short and Leveraged Index Securities means Short Index Securities and Leveraged Index Securities and ***Short or Leveraged Index Securities*** means any of them;

Short and Leveraged Individual Securities means Short Individual Securities and Leveraged Individual Securities and ***Short or Leveraged Individual Securities*** means any of them;

Short Commodity Security means a One Times Short Individual Security, a One Times Short Index Security or a Three Times Short Individual Security;

Short Index Security means a One Times Short Index Security;

Short Individual Security means a One Times Short Individual Security or a Three Times Short Individual Security;

tax means any VAT, tax, income tax, capital gains tax, corporation tax, goods and services tax, withholding tax, stamp, financial institutions, registration and other duties, bank accounts debits tax, import/export tax or tariff and any other taxes, levies, imposts, deductions, interest, penalties and charges imposed or levied by a government or government agency;

Theoretical Hedge Position means in respect of a particular futures contract, the number calculated in accordance with Condition 5.7;

Three Times Commodity Securities means Three Times Short Individual Securities and Three Times Leveraged Individual Securities;

Three Times Leveraged Individual Security means a Short and Leveraged Commodity Security of a class specified as such in Part F of Schedule 6 (*Classes of Short and Leveraged Commodity Securities*) to the Trust Instrument constituted by the Trust Instrument and recorded on the relevant Register;

Three Times Short Individual Security means a Short and Leveraged Commodity Security of a class specified as such in Part E of Schedule 6 (*Classes of Short and Leveraged Commodity Securities*) to the Trust Instrument constituted by the Trust Instrument and recorded on the relevant Register;

Trading Day means:

(a) for an Individual Commodity Index, a day on which the Relevant Exchange for that Individual Commodity Index is open for trading during its regular trading session, notwithstanding such Relevant Exchange closing prior to its scheduled closing time;

(b) for a Composite Commodity Index a day on which all the Relevant Exchanges for each commodity comprised in that Composite Commodity Index are open for trading during their regular trading session, notwithstanding any of such Relevant Exchanges closing prior to their scheduled closing time;

(c) for a futures contract the Settlement Price of which is included in the calculation of a Commodity Index, a day on which the Relevant Exchange for that futures contract is open for trading during its regular trading session, notwithstanding such Relevant Exchange closing prior to its scheduled closing time; or

(d) for a commodity in connection with a Commodity Index (or class of Short or Leveraged Commodity Securities), a Trading Day (pursuant to sub-paragraph (c) above) for a futures contract in respect of that commodity the Settlement Price for which is included in the calculation of that Commodity Index (or the Commodity Index relating to that class of Short or Leveraged Commodity Securities);

Trustee means The Law Debenture Trust Corporation p.l.c. of Fifth Floor, 100 Wood Street, London EC2V 7EX, England and any replacement trustee under the Trust Instrument;

Trustee Consent Documents means each Facility Agreement (but excluding the schedules to that Facility Agreement, save schedules 1, 11 and 12), Commodity Contracts created thereunder, any Guarantee and any Security Agreement (but excluding the definitions of “Eligible Collateral”, “Issuer Concentration Limit”, “Jurisdiction Limit”, “Valuation Percentage” and “Value” therein and excluding the Collateral Schedule as defined therein);

Trust Instrument means the trust instrument dated 8 February 2008, between the Issuer and the Trustee constituting Short and Leveraged Commodity Securities, including the schedules thereto;

Two Times Leveraged Commodity Securities means Two Times Leveraged Index Securities Leveraged Individual Securities;

Two Times Leveraged Index Security means a Short and Leveraged Commodity Security of a class specified as such in Part D of Schedule 6 (*Classes of Short and Leveraged Commodity Securities*) to the Trust Instrument constituted by the Trust Instrument and recorded on the relevant Register;

Two Times Leveraged Individual Security means a Short and Leveraged Commodity Security of a class specified as such in Part C of Schedule 6 (*Classes of Short and Leveraged Commodity Securities*) to the Trust Instrument constituted by the Trust Instrument and recorded on the relevant Register;

UBS Securities means UBS Securities LLC, a Delaware limited liability company whose principal place of business is at 677 Washington Boulevard, Stamford, Connecticut 06901;

UK or ***United Kingdom*** means the United Kingdom of Great Britain and Northern Ireland;

UK Listing Authority means the FCA in its capacity as the competent authority for the purposes of Part VI of the FSMA;

Unacceptable Authorised Participant means, in respect of a Commodity Contract Counterparty, an Authorised Participant (a) in respect of which the relevant Commodity Contract Counterparty has given and not withdrawn notice under the relevant Facility Agreement that the Authorised Participant has ceased to be acceptable to such Commodity Contract Counterparty or (b) which is an "Unacceptable Authorised Participant" (as defined in the Classic and Longer Dated Facility Agreement between the Issuer and that Commodity Contract Counterparty) for the purposes of that Classic and Longer Dated Facility Agreement;

Uncertificated Form means recorded on a Register as being held in uncertificated form, title to which, by virtue of the Regulations, may be transferred by means of CREST;

Uncertificated Notice of Meeting means a properly authenticated dematerialised instruction, and/or other instruction or notification, which is sent by means of CREST;

US Dollars or ***US$*** means the lawful currency of the U.S.;

US Person means a "US person" as defined in Regulation S under the Securities Act;

United States or ***U.S.*** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

VAT means value added tax; and

WisdomTree Short and Leveraged Commodity Securities and ***Short and Leveraged Commodity Securities*** means Short Commodity Securities and Leveraged Commodity Securities and ***WisdomTree Short or Leveraged Commodity Securities*** or ***Short or Leveraged Commodity Securities*** means any of them.

1.2 The following rules shall apply to the interpretation of these Conditions unless the context otherwise requires:

(a) Headings to Conditions, paragraphs, and other provisions of these Conditions are inserted for ease of reference only and shall not affect the interpretation of these Conditions.

(b) Any reference to a person or persons includes reference to any individual, corporation, partnership, joint venture, association, public body, governmental authority or other entity.

(c) Words in the singular shall also include the plural and vice versa.

(d) Any reference to these Conditions or to any agreement or document includes a reference to these Conditions, or, as the case may be, such agreement or document, as amended, varied, novated, supplemented or replaced from time to time.

(e) Unless otherwise indicated, any reference in these Conditions to a time is a reference to local time in London, England.

(f) All references in these Conditions to any statute or any provision of any statute shall be deemed also to refer to any statutory modification or re enactment thereof or any statutory instrument, order or regulation made thereunder or under any such modification or re enactment, and in relation to any provision of European Union law, includes such provision as incorporated or reincorporated into English law and any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such modification or re-enactment.

2. STATUS OF SHORT AND LEVERAGED COMMODITY SECURITIES

Short and Leveraged Commodity Securities constitute undated limited recourse secured debt obligations of the Issuer secured as set out in Condition 3. The Short and Leveraged Commodity Securities of each class rank *pari passu* among themselves.

3. SECURITY AND LIMITED RECOURSE

3.1 The obligations of the Issuer in respect of each class of Short or Leveraged Commodity Securities are secured pursuant to the Security Deed applicable to that class by a first ranking floating charge in favour of the Trustee for the Security Holders over, and by an assignment by way of security of, all the Issuer's rights in relation to the Secured Property of that class.

3.2 The Trustee and the Security Holders of any class of Short or Leveraged Commodity Securities shall have recourse only to sums derived from the Secured Property relating to the relevant Pool. If, the Trustee (or any other secured party) having realised the same, the net proceeds are insufficient for the Issuer to make all payments which, but for the effect of this Condition, would then be due, the obligations of the Issuer will be limited to such net proceeds of realisation, neither the Trustee nor any person acting on its behalf shall be entitled to take any further steps against the Issuer to recover any further sums and no debt shall be owed by the Issuer to any such person in respect of any such further sum. In particular, neither the Trustee nor any Security Holder shall be entitled to institute, nor join with any other person in bringing, instituting or joining, any bankruptcy, suspension of payments, moratorium of any indebtedness, winding-up, re-organisation, arrangement, insolvency or liquidation proceeding or other proceeding under any similar law (whether court based or otherwise) in relation to the Issuer (except for the appointment of a receiver and manager pursuant to the relevant Security Deed) for two years (or, if later, the longest suspense period, preference period or similar period (howsoever described) ending with the onset of insolvency in respect of which transactions entered into by the Issuer within such period may be subject to challenge under applicable insolvency or other proceeding) plus one day after the date on which all amounts payable under the last outstanding security of any class issued by the Issuer and constituted by the Trust Instrument are repaid, nor shall they have any claim in respect of any sum arising in respect of the Secured Property for any other Pool or any other assets of the Issuer including, but not limited to, any sums derived from or in connection with any Classic and Longer Dated Securities.

4. FORM AND TRANSFER

4.1 Short and Leveraged Commodity Securities are in registered form and are individually transferable.

4.2 Short and Leveraged Commodity Securities may be held and transferred in Uncertificated Form by means of CREST in accordance with the Regulations. The Trustee may, without the consent of Security Holders, concur with the Issuer in making modifications to the provisions of the Trust Instrument in order to reflect changes in the Regulations or in the applicable law and practice relating to the holding or transfer of Short and Leveraged Commodity Securities in Uncertificated Form. A Security Holder may request that his Short or Leveraged Commodity Securities be held in Certificated Form, in which case such Short or Leveraged Commodity Securities shall be removed from CREST.

4.3 The Issuer shall at all times keep at its registered office, or at such other place in Jersey as the Trustee may agree, registers showing the date of issue and all subsequent transfers and changes of ownership of all outstanding Short or Leveraged Commodity Securities and the names and addresses of the Security Holders and the persons deriving title under them. The Trustee and the Security Holders or any of them and any person authorised by any such person shall be at liberty at all reasonable times during office hours to inspect the Registers and to take (free of charge) copies of, or extracts from, the same or any part thereof. In the event of the Trustee requiring to convene a meeting of or to give any notice to, the Security Holders the Issuer shall furnish the Trustee (free of charge) with such copies of, or extracts from, the Registers as it shall require. The Registers may be closed by the Issuer for such periods and at such times (not exceeding in the whole 30 days in any one year) as it may think fit.

4.4 The Issuer, the Trustee and, to the extent relevant, each Security Holder, by accepting a Short or Leveraged Commodity Security, agrees to treat the Short and Leveraged Commodity Securities as equity interests in the Issuer for all U.S. federal tax purposes.

5. PRICE OF SHORT AND LEVERAGED COMMODITY SECURITIES

5.1 The Price for the first Short or Leveraged Commodity Security of a particular class to be issued (which shall be treated as being the Price for the day on which the Creation Notice (as defined in the Facility Agreement) for the corresponding Commodity Contract is received or deemed received by the Commodity Contract Counterparty pursuant to the Facility Agreement) shall be $50.0000000. Thereafter the Price for a Short or Leveraged Commodity Security of each class shall be calculated on each calendar day in accordance with Conditions 5.2 to 5.4 below; save that:

(a) in relation to a Short or Leveraged Index Security, an Indicative Price shall be calculated in accordance with Condition 5.5 for any calendar day which is for the Composite Commodity Index applicable to that Short or Leveraged Index Security: (i) a Market Disruption Day; or (ii) a day (not being a Pricing Day) where the preceding day which is both a Trading Day and a General Trading Day was a Market Disruption Day, and, subject to (c) below, on each such day no Price shall be calculated for the relevant class of Short or Leveraged Index Security;

(b) in relation to a Short or Leveraged Index Security, for a Pricing Day where the preceding Trading Day which is a General Trading Day for the Composite Commodity Index applicable to that Short or Leveraged Index Security was a Market Disruption Day, the Price for such day shall be calculated in accordance with Condition 5.6 below;

(c) upon a Settlement Redemption Form being deemed received in relation to a class of Short or Leveraged Index Security on a Trading Day which is a General Trading Day but not a Pricing Day then a Price shall be determined for that class of Short or Leveraged Index Security in accordance with Condition 5.8 solely for the purposes of the Redemption pursuant to that Settlement Redemption Form (and, for the avoidance of doubt, that Price shall not be considered a Price for any other purpose under this Condition 5);

(d) upon a Settlement Redemption Form being deemed received in relation to a class of Short or Leveraged Individual Security on a Trading Day which is a General Trading Day but not a Pricing Day Condition 5.9 shall apply; and

(e) in relation to a Three Times Commodity Security or a Second Month Security of any class, for any Restrike Day for that class, other than a Restrike Disruption Day for that class on which no Restrike Index Value Determination Window has ended prior to the end of Exchange Hours in respect of that Restrike Day, the Price for such Restrike Day shall be calculated in accordance with Condition 5.2A below.

Pricing

5.2 Subject to Condition 5.1 above, the Price of a Short or Leveraged Commodity Security of a particular class for each calendar day will be an amount (which may not be negative) determined using the relevant Commodity Index for that class by the following formula (calculated to 7 places of decimals with 0.00000005 rounded upwards):

$$P_{i,t} = P_{i,t-1} \times \{1 + CA_{i,t} + LF_i \times (I_{i,t}/I_{i,t-1} - 1\ )\ \}$$

where:

$P_{i,t}$ is the Price of a Short or Leveraged Commodity Security of class i for day t;

$P_{i,t-1}$ is the Price of a Short or Leveraged Commodity Security of class i for day t-1;

i refers to the relevant class of Short or Leveraged Commodity Security;

t refers to the applicable calendar day;

t-1 refers to the calendar day prior to day t;

$CA_{i,t}$ is the Capital Adjustment applicable to class i on day t, expressed as a decimal;

LF_i is the Leverage Factor applicable to class i, expressed as a number. For One Times Short Commodity Securities, LF_i = -1, for Two Times Leveraged Commodity Securities, LF_i = +2, for Three Times Short Individual Securities LF_i = -3 and for Three Times Leveraged Individual Securities, LF_i = +3;

$I_{i,t}$ is the closing settlement price level of the Commodity Index applicable to a Short or Leveraged Commodity Security of class i for day t. If day t is not a Pricing Day for a Short or Leveraged Commodity Security of class i or (in the case of a Three Times Commodity Security or a Second Month Security of any class) if day t is a Restrike Disruption Day (on which no Restrike Index Value Determination Window has ended prior to the end of Exchange Hours in respect of that Restrike Day), then $I_{i,t}$ will be the same as $I_{i,t-1}$; and

$I_{i,t-1}$ is the closing settlement price level of the Commodity Index applicable to a Short or Leveraged Commodity Security of class i for day t-1. For a Three Times Commodity Security or a Second Month Security of any class, if day t-1 is a Restrike Day where (i) the Restrike Index Value Determination Window for the last Restrike Event ends 15 minutes or less prior to the end of the Designated Settlement Period in respect of day t-1 or (ii) the Restrike Index Value Determination Window for the last Restrike Event ends less than 15 minutes after the end of the Designated Settlement Period in respect of day t-1, $I_{i,t-1}$ is the last Restrike Index Value on day t-1 *provided* that in relation to any class of Second Month Security each reference to "15 minutes" in this definition shall be read as reference to "30 minutes".

5.2 A For a Three Times Commodity Security or a Second Month Security of any class, if day t is a Restrike Day for that class, other than a Restrike Disruption Day for that class on which no Restrike Index Value Determination Window has ended prior to the end of Exchange Hours in respect of that Restrike Day, then the Price for a Three Times Commodity Security or a Second Month Security of such class for such Restrike Day will be an amount (which may not be negative) determined using the relevant Individual Commodity Index for that class in accordance with the following formula (calculated to 7 places of decimals with 0.00000005 rounded upwards):

$$P_{i,t} = P_{i,t-1} \times \left(1 + CA_{i,t} - C_i\right) + P_{i,t-1} \times \left[\left(1 + LF_i \times \frac{I_{i,R_1,t} - I_{i,t-1}}{I_{i,t-1}}\right) \times \left(\prod_{j=1}^{n-1} \left(1 + LF_i \times \frac{I_{i,R_{j+1},t} - I_{i,R_j,t}}{I_{i,R_j,t}}\right)\right) \times \left(1 + LF_i \times \frac{I_{i,t} - I_{i,R_n,t}}{I_{i,R_n,t}}\right) - 1\right]$$

where:

$P_{i,t}$ is the Price of a Three Times Commodity Security or a Second Month Security of class i for day t;

$P_{i,t-1}$ is the Price of a Three Times Commodity Security or a Second Month Security of class i for the calendar day prior to day t;

i refers to the relevant class of Three Times Commodity Security or Second Month Security;

t refers to the applicable day;

t-1 refers to the calendar day prior to day t;

n refers to the number of Restrike Index Value Determination Windows that end prior to the end of Exchange Hours on day t and reference to a Restrike Index Value Determination Window in respect of which the Restrike Index Value Determination Window number is n is a reference to the last occurring such Restrike Index Value Determination Window;

j refers to the Restrike Index Value Determination Window number for each Restrike Index Value Determination Window ending prior to the end of Exchange Hours on day t. j is an integer from 1 to n-1 (inclusive);

$\prod_{j=1}^{n-1}(formula)$ means the product of the results of evaluating the formula for each value of j from 1 to n-1 inclusive. If n is equal to 1, then the value of this expression shall mean 1;

$I_{i,Rj,t}$ is the Restrike Index Value of the Individual Commodity Index applicable to a Three Times Commodity Security or a Second Month Security of class i for day t for the Restrike Index

Value Determination Window in respect of which the Restrike Index Value Determination Window number is j;

$I_{i,Rn,t}$ is the Restrike Index Value of the Individual Commodity Index applicable to a Three Times Commodity Security of class i for day t for the Restrike Index Value Determination Window in respect of which the Restrike Index Value Determination Window number is n;

$I_{i,t}$ is the closing settlement price level of the Individual Commodity Index applicable to a Three Times Commodity Security of class i for day t, *provided* that (i) if the Restrike Index Value Determination Window for the last Restrike Event occurring prior to the end of the Designated Settlement Period on day t ends 15 minutes or less prior to the end of the Designated Settlement Period in respect of day t, (ii) if the Restrike Index Value Determination Window for the last Restrike Event occurring prior to the end of the Designated Settlement Period on day t ends less than 15 minutes after the end of the Designated Settlement Period in respect of day t, or (iii) if day t is a Market Disruption Day or a Restrike Disruption Day on which at least one Restrike Index Value Determination Window has ended prior to the end of Exchange Hours, then:

$I_{i,t} = I_{i,Rn,t}$;

provided that in relation to any class of Second Month Security each reference to "15 minutes" in this definition shall be read as reference to "30 minutes"

$I_{i,t-1}$ is the closing settlement price level of the Individual Commodity Index applicable to a Three Times Commodity Security of class i for day t-1, *provided* that (i) if the Restrike Index Value Determination Window for the last Restrike Event occurring prior to the end of the Designated Settlement Period on day t-1 ends 15 minutes or less prior to the end of the Designated Settlement Period in respect of day t-1, (ii) if the Restrike Index Value Determination Window for the last Restrike Event occurring prior to the end of the Designated Settlement Period on day t-1 ends less than 15 minutes after the end of the Designated Settlement Period in respect of day t-1, or (iii) if day t-1 is a Market Disruption Day or a Restrike Disruption Day and one or more Restrike Index Value Determination Windows ended between the end of Exchange Hours on the immediately preceding Pricing Day and the end of Exchange Hours on day t-1, then:

$I_{i,t-1} = I_{i,Rn,t-1}$;

provided that in relation to any class of Second Month Security each reference to "15 minutes" in this definition shall be read as reference to "30 minutes"

$I_{i,Rn,t-1}$ is the Restrike Index Value of the Individual Commodity Index applicable to a Three Times Commodity Security of class i for day t-1 for the Restrike Index Value Determination Window in respect of which the Restrike Index Value Determination Window number is n;

$CA_{i,t}$ is the Capital Adjustment applicable to class i on day t, expressed as a decimal;

LF_i is the leverage factor applicable to class i, expressed as a number. For One Times Short Commodity Contracts, $LF_i = -1$, for Two Times Long Commodity Contracts, $LF_i = +2$ and for Three Times Leveraged Individual Securities, LF_i is +3 and for Three Times Short Individual Securities, LF_i is -3;

C_i is the Restrike Cost applicable to class i, expressed as a decimal.

5.3 For a Short or Leveraged Individual Security if t-1 is not a Pricing Day then $I_{i,t-1}$ shall be the closing settlement price level of the Individual Commodity Index applicable to a Short or Leveraged Individual Security of class i on the preceding Pricing Day. For a Three Times Commodity Security or a Second Month Security of any class, if t-1 is not a Pricing Day and one or more Restrike Index Value Determination Windows ended between the end of Exchange Hours on the immediately preceding Pricing Day and the end of Exchange Hours on day t-1, then $I_{i,t-1}$ shall be the Restrike Index Value in respect of the most recent Restrike Event immediately preceding day t.

5.4 For a Short or Leveraged Index Security, if t-1 is not a Pricing Day then $I_{i,t-1}$ shall be the closing settlement price level of the Composite Commodity Index applicable to a Short or Leveraged Index Security of class i on the last day preceding day t-1 which is both a General Trading Day and a Trading Day for that Composite Commodity Index.

Indicative Pricing during Market Disruptions

5.5 For a Short or Leveraged Index Security, if t is a day which is (a) a Market Disruption Day for the Composite Commodity Index applicable to that Short or Leveraged Index Security or (b) a calendar day (not being a Pricing Day) and the day which is both a Trading Day (for that Composite Commodity Index) and a General Trading Day preceding day t was a Market Disruption Day then the Indicative Price of such Short or Leveraged Index Security shall be as follows:

Calculation of Indicative Price on an initial Market Disruption Day

(i) on a day which is a Market Disruption Day for the Composite Commodity Index by reference to which the Price of a class of Short or Leveraged Index Security is calculated and where the preceding day which is both a Trading Day and a General Trading Day was also a Pricing Day for such Composite Commodity Index (such Market Disruption Day being "Market Disruption Day 1"), the Indicative Price of a Short or Leveraged Index Security of any class shall be determined in accordance with the following formula calculated to 7 places of decimals with 0.00000005 rounded upwards):

$$IP_{i,t} = P_{i,t-1} \times \left[1 + CA_{i,t} + LF_i \times \left(\frac{I_{i,t}}{I_{i,t-1}} - 1\right)\right]$$

where:

$IP_{i,t}$ is the Indicative Price of a Short or Leveraged Index Security of class i for day t;

$P_{i,t-1}$ is the Price of a Short or Leveraged Index Security of class i for day t-1;

i refers to the relevant class of Short or Leveraged Index Security;

t refers to the applicable calendar day (t=1 being Market Disruption Day 1);

t-1 refers to the calendar day prior to day t;

$CA_{i,t}$ is the Capital Adjustment applicable to class i on day t;

LF_i is the Leverage Factor applicable to class i, expressed as a number. For One Times Short Commodity Securities, LF_i = -1, for Two Times Leveraged Commodity Securities, LF_i = +2, for Three Times Short Individual Securities LF_i = -3 and for Three Times Leveraged Individual Securities, LF_i = +3;

$I_{i,t}$ is the closing settlement price level of the Composite Commodity Index applicable to a Short or Leveraged Index Security of class i for day t; and

$I_{i,t-1}$ is the closing settlement price level of the Commodity Index applicable to a Short or Leveraged Index Security of class i for day t-1. If day t-1 is not a Pricing Day then $I_{i,t-1}$ shall be the closing price level of the Composite Commodity Index applicable to a Short or Leveraged Index Security of class i on the immediately preceding Pricing Day,

and

Calculation of Indicative Price on a calendar day following initial Market Disruption Day

(ii) on any calendar day not falling within sub-paragraph (i) above for which an Indicative Price in respect of a class of Short or Leveraged Index Securities is required to be calculated hereunder, the Indicative Price of a Short or Leveraged Index Security of that class shall be determined in accordance with the following formula (calculated to 7 places of decimals with 0.00000005 rounded upwards):

$$IP_{i,t} = \left[IP_{i,t-1} \times \left(1 + CA_{i,t}\right)\right] + \sum_{u=1}^{NC} \sum_{j=1}^{2} HP^{u}_{i,t-1,j} \times \left(\frac{WAV^{u}_{t,j}}{CIM^{u}_{t,j}} - \frac{WAV^{u}_{t-1,j}}{CIM^{u}_{t-1,j}}\right)$$

where:

$IP_{i,t}$ is the Indicative Price of a Short or Leveraged Index Security of class i for day t;

$IP_{i,t-1}$ is the Indicative Price of a Short or Leveraged Index Security of class i for day t-1 (calculated for t-1 in the same manner as for day t in accordance with sub-paragraph (i) or this sub-paragraph (ii));

i refers to the relevant class of Short or Leveraged Index Security;

t refers to the applicable calendar day;

t-1 refers to the calendar day prior to t;

$CA_{i,t}$ is the Capital Adjustment applicable to class i on day t;

NC means the total number of commodities in the relevant Composite Commodity Index;

u is a commodity the Settlement Price of a futures contract relating to which is used in calculating the Composite Commodity Index to which the relevant Short or Leveraged Index Security relates;

j in relation to a commodity u, is either a Lead Future or a Next Future and where j=1 it is a Lead Future and where j=2 it is a Next Future;

$HP^{u}_{i,t-1,j}$ is the Theoretical Hedge Position for futures contract j of commodity u in respect of Short or Leveraged Index Security i on day t-1 calculated in accordance with Condition 5.7, save that where t-1 is not both a Trading Day for the relevant Composite Commodity Index and a General Trading Day then it shall be the Theoretical Hedge Position for such futures contract on the first day prior to day t-1 which is both a Trading Day for the relevant Composite Commodity Index and a General Trading Day;

$WAV^{u}_{t,j}$ means the weighted value for futures contract j of commodity u on day t used for calculating the relevant Composite Commodity Index calculated in accordance with the Handbook, *provided that* where day t is not both a Trading Day for that Composite Commodity Index and a General Trading Day then it shall be equal to $WAV^{u}_{t-1,j}$

$WAV^{u}_{t-1,j}$ means the weighted value for futures contract j of commodity u on day t-1 used for calculating the relevant Composite Commodity Index calculated in accordance with the Handbook, *provided that* where day t-1 is not both a Trading Day for that Composite Commodity Index and a General Trading Day then it shall be the weighted value for such futures contract on the first day prior to day t-1 which is both a Trading Day for that Composite Commodity Index and a General Trading Day;

$CIM^{u}_{t,j}$ means the Commodity Index Multiplier (as defined in the Handbook from time to time) on day t for futures contract j of commodity u, *provided that* where day t is not both a Trading Day for the relevant Composite Commodity Index and a General Trading Day then it shall be equal to $CIM^{u}_{t-1,j}$; and

$CIM^{u}_{t-1,j}$ means the Commodity Index Multiplier (as defined in the Handbook from time to time) on day t-1 for futures contract j of commodity u, *provided that* where day t-1 is not both a Trading Day for the relevant Composite Commodity Index and a General Trading Day then it shall be equal to the Commodity Index Multiplier for such futures contract on the first day prior to day t-1 which is both a Trading Day for that Composite Commodity Index and a General Trading Day,

Cessation of calculation of Indicative Price

(iii) the Indicative Price of a Short or Leveraged Index Security of any class shall cease to be calculated pursuant to (ii) above on the first day following Market Disruption Day 1 which is a Pricing Day for the Composite Commodity Index applicable to that class of Short or Leveraged Index Security and the Price on such Pricing Day shall be calculated in accordance with Condition 5.6.

Pricing after Market Disruption Events

5.6 For a Short or Leveraged Index Security, if t is a Pricing Day and the preceding Trading Day which is a General Trading Day for the Composite Commodity Index applicable to that Short or Leveraged Index Security was a Market Disruption Day then the Price of such Short or Leveraged Index Security shall be determined in accordance with the following formula (calculated to 7 places of decimals with 0.00000005 rounded upwards):

$$P_{i,t} = \left[IP_{i,t-1} \times \left(1 + CA_{i,t}\right)\right] + \sum_{u=1}^{NC} \sum_{j=1}^{2} HP^{u}_{i,t-1,j} \times \left(\frac{WAV^{u}_{t,j}}{CIM^{u}_{t,j}} - \frac{WAV^{u}_{t-1,j}}{CIM^{u}_{t-1,j}} \right)$$

where:

$P_{i,t}$ is the Price of a Short or Leveraged Index Security of class i for day t;

$IP_{i,t-1}$ is the Indicative Price of a Short or Leveraged Index Security of class i for day t-1;

i refers to the relevant class of Short or Leveraged Index Security;

t refers to the applicable calendar day;

t-1 refers to the calendar day prior to day t;

$CA_{i,t}$ is the Capital Adjustment applicable to class i for day t;

NC means the total number of commodities in the relevant Composite Commodity Index.

$HP^{u}_{i,t-1,j}$ means the Theoretical Hedge Position for futures contract j of commodity u in respect of Short or Leveraged Index Security i on day t-1, save that where day t-1 is not both a Trading Day for the applicable Composite Commodity Index and a General Trading Day then it shall mean the Theoretical Hedge Position for such futures contract on the day preceding t-1 which is both a Trading Day for the relevant Composite Commodity Index and a General Trading Day;

u is a commodity the Settlement Price of a futures contract relating to which is used in calculating the Composite Commodity Index to which the relevant Short or Leveraged Index Security relates;

j in relation to a commodity u, is either a Lead Future or a Next Future and where j=1 it is a Lead Future and where j=2 it is a Next Future;

$WAV^{u}_{t,j}$ means the weighted value for futures contract j of commodity u on day t used for calculating the relevant Composite Commodity Index calculated in accordance with the Handbook;

$WAV^{u}_{t-1,j}$ means the weighted value for futures contract j of commodity u on day t-1 used for calculating the relevant Composite Commodity Index calculated in accordance with the Handbook and where day t-1 is not a Trading Day for that Composite Commodity Index which is a General Trading Day then it shall be the weighted value for such futures contract used to calculate the last published relevant value of the Composite Commodity Index on the first day prior to day t-1 which is both a Trading Day for that Composite Commodity Index and a General Trading Day;

$CIM^{u}_{t,j}$ means the Commodity Index Multiplier (as defined in the Handbook from time to time) on day t for futures contract j of commodity u; and

$CIM^{u}_{t-1,j}$ means the Commodity Index Multiplier (as defined in the Handbook from time to time) on day t-1 for futures contract j of commodity u and where day t-1 is not a Trading Day for that Composite Commodity Index which is a General Trading Day then it shall be equal to the Commodity Index Multiplier for such futures contract on the first day prior to day t-1 which is both a Trading Day for that Composite Commodity Index and a General Trading Day.

Theoretical Hedge Position

5.7 For the purposes of Conditions 5.5 and 5.6 the Theoretical Hedge Position in respect of a particular futures contract and commodity shall be as follows:

Theoretical Hedge Position on a Pricing Day

(i) on any day which is a Pricing Day for the Short or Leveraged Index Security of class i shall be the number determined in accordance with the following formula:

$$\mathrm{HP}_{i,t,j}^{u} = \mathrm{LF}_{i} \times \frac{\mathrm{P}_{i,t} \times \mathrm{CIM}_{t,j}^{u} \times \mathrm{RW}_{t,j}^{u}}{\sum_{v=1}^{NC} \sum_{k=1}^{2} \mathrm{WAV}_{t,k}^{v} \times \mathrm{RW}_{t,k}^{v}}$$

where:

$HP^{u}_{i,t,j}$ means the Theoretical Hedge Position for futures contract j of commodity u in respect of Short or Leveraged Index Security i on day t;

i refers to the relevant class of Short or Leveraged Index Security;

t refers to the applicable calendar day;

j in relation to commodity u, is either a Lead Future or a Next Future and where j=1 it is a Lead Future and where j=2 it is a Next Future;

u is a commodity the Settlement Price of a futures contract relating to which is used in calculating the Composite Commodity Index to which the Short or Leveraged Index Security relates;

LF_i is the Leverage Factor applicable to class i, expressed as a number. For One Times Short Commodity Securities, LF_i = -1, for Two Times Leveraged Commodity Securities, LF_i = +2, for Three Times Short Individual Securities LF_i = -3 and for Three Times Leveraged Individual Securities, LF_i = +3;

$P_{i,t}$ is the Price of a Short or Leveraged Index Security of class i for day t;

$CIM^{u}_{t,j}$ means the Commodity Index Multiplier (as defined in the Handbook from time to time) on day t for futures contract j of commodity u;

$RW^{u}_{t,j}$ means the roll weight applicable to futures contract j on day t in respect of commodity u, being a value of either 0, 0.2, 0.4, 0.6, 0.8 or 1 as determined in accordance with the Handbook, to be used in the calculation of the relevant Composite Commodity Index on the following Trading Day for the relevant Short or Leveraged Index Security;

$RW^{v}_{t,k}$ means the roll weight applicable to futures contract k on day t in respect of commodity v, being a value of either 0, 0.2, 0.4, 0.6, 0.8 or 1 as determined in accordance with the Handbook, to be used in the calculation of the relevant Composite Commodity Index on the following Trading Day for the relevant Short or Leveraged Index Security;

NC means the total number of commodities in the relevant Composite Commodity Index;

v means each commodity in the relevant Composite Commodity Index;

k in relation to a commodity v, is either a Lead Future or a Next Future and where k=1 it is a Lead Future and where k=2 it is a Next Future; and

$WAV^{v}_{t,k}$ means the weighted value for futures contract k of commodity v on day t used for calculating the relevant Composite Commodity Index calculated in accordance with the Handbook,

or

Theoretical Hedge Position on a Market Disruption Day

(ii) on a day which is a Market Disruption Day for one or more commodities of the relevant Composite Commodity Index:

(1) for those commodities for which it is not a Market Disruption Day shall be the number calculated using the formula set out in paragraph (i) above, save that the value $P_{i,t}$ shall be replaced with $IP_{i,t}$ being the Indicative Price of a Short or Leveraged Index Security of class i for day t calculated in accordance with Condition 5.5 above; and

(2) for those commodities for which it is a Market Disruption Day shall be the number determined in accordance with the following formula:

$$HP^{u}_{i,t,j} = HP^{u}_{i,t-1,i}$$

where:

$HP^{u}_{i,t,j}$ means the Theoretical Hedge Position for futures contract j of commodity u in respect of Short or Leveraged Index Security i on day t;

$HP^{u}_{i,t-1,j}$ means the Theoretical Hedge Position for futures contract j of commodity u in respect of Short or Leveraged Index Security i on day t-1, save that when t-1 is not both a Trading Day for the relevant Composite Commodity Index and a General Trading Day then it shall be the Theoretical Hedge Position for such futures contract on the first day prior to day t-1 which is both a Trading Day for the relevant Composite Commodity Index and a General Trading Day.

Redemptions during Market Disruption Days

5.8 For the Redemption of a Short or Leveraged Index Security, if day t is a Trading Day which is a General Trading Day but not a Pricing Day for that class then the Price of such Short or Leveraged Index Security shall be determined in accordance with paragraphs (a) and (b) of Condition 7.10.

5.9 For the Redemption of a Short or Leveraged Individual Security, if day t is a Trading Day which is a General Trading Day but not a Pricing Day for that class then paragraph (a) of Condition 7.10 shall apply.

6. CAPITAL ADJUSTMENT

The calculation of the Price at which Short and Leveraged Commodity Securities may be Redeemed includes the Capital Adjustment for each day on which the Price is calculated. The Capital Adjustment in respect of each class of Short and Leveraged Commodity Security shall be as agreed from time to time between the Commodity Contract Counterparties and the Issuer.

7. REDEMPTION OF SHORT AND LEVERAGED COMMODITY SECURITIES BY SECURITY HOLDERS

Redemption Entitlement

7.1 Each Short and Leveraged Commodity Security of a particular class carries the right on Redemption to payment of either:

(a) the higher of (i) the Principal Amount for that class, and (ii) the Price of that Short or Leveraged Commodity Security on the applicable Pricing Day determined in accordance with Condition 5.1 (***Settlement Pricing***); or

(b) where applicable, an amount determined by agreement between a Commodity Contract Counterparty and a Security Holder which is an Authorised Participant in accordance with Condition 7.14 (***Agreed Pricing***).

Redemption by Authorised Participants

7.2 A Security Holder who is also an Authorised Participant may (subject as provided herein) require the Issuer to Redeem all or part of its holding of Short and Leveraged Commodity Securities by lodging with the Issuer a Redemption Form specifying either Settlement Pricing or Agreed Pricing provided that if at any time a Redemption Amount is due to be paid by the Issuer in respect of a Redemption to a particular Authorised Participant, the amount payable by the Issuer may be discharged in whole or in part pursuant to the set-off provisions set out in the Authorised Participant Agreement. A Settlement Redemption Form may in addition be deemed to have been lodged by an Authorised Participant with the Issuer on a Listing Failure Date in the circumstances further described in the applicable Authorised Participant Agreement.

Redemption by Other Security Holders

7.3 A Security Holder which is not also an Authorised Participant may only require the Issuer to Redeem all or any part of its holding of Short and Leveraged Commodity Securities if either:

(a) on any General Trading Day, there are no Authorised Participants, and the Security Holder submits on such day a valid Settlement Redemption Form; or

(b) the Issuer has announced by an RIS in respect of any General Trading Day, or until further announcement or generally, that Redemptions by Security Holders who are not Authorised Participants will be permitted and the Security Holder submits on a General Trading Day a valid notice in the form prescribed for the purpose by the Issuer requesting Redemption of such Short or Leveraged Commodity Securities using Settlement Pricing. Any such announcement may be general or subject to conditions, and any notice requesting any Redemption which is not in accordance with any such conditions shall not be valid.

Redemption Amount

7.4 The Redemption Amount with respect to a Redemption shall be the amount (in US Dollars) determined as follows:

(a) if the Redemption is effected using Settlement Pricing, an amount equal to the sum of the amounts determined in accordance with Condition 7.1 or Condition 7.2 in respect of all of the Short and Leveraged Commodity Securities thereby Redeemed; or

(b) if the Redemption is effected using Agreed Pricing, the amount specified as the Redemption Amount in the Agreed Redemption Form.

7.5 The Issuer shall on the Redemption Payment Date in respect of any Redemption pay (or procure the payment of) the Redemption Amount in respect of that Redemption into the applicable Redemption Account.

Redemption Limits

7.6 Short and Leveraged Commodity Securities of a particular class may not be Redeemed on a day pursuant to a Settlement Redemption Form:

(a) submitted by any Security Holder (including any Authorised Participant), to the extent that the cancellation of Commodity Contracts corresponding to the Redemption of all Short and Leveraged Commodity Securities which are Redeemed on that day would exceed the sum of the Commodity Contract Counterparty Redemption Limits applicable to such cancellation on that day (such limit being the ***Redemption Limit*** for that class of Short and Leveraged Commodity Securities); or

(b) submitted by any Authorised Participant, to the extent that the cancellation of Commodity Contracts corresponding to the Redemption of all Short and Leveraged Commodity Securities which are Redeemed on that day pursuant to Settlement Redemption Forms submitted by that Authorised Participant would exceed the sum of the Commodity Contract Counterparty Redemption Limits applicable to such cancellation on that day in respect only of those Commodity Contract Counterparties for which that Authorised Participant is an

Authorised Participant (such limit being the ***Authorised Participant Redemption Limit*** for that class of Short and Leveraged Commodity Securities and that Authorised Participant).

For the purposes of this Condition, the ***Commodity Contract Counterparty Redemption Limit*** with respect to a class of Short and Leveraged Commodity Securities (or in relation to any class of Short and Leveraged Commodity Securities any commodities the Settlement Price of futures contracts relating to which are included in the calculation of the Commodity Index relating to that class of Short and Leveraged Commodity Securities) and a Commodity Contract Counterparty is the amount denominated in US Dollars agreed between the Issuer and that Commodity Contract Counterparty as the redemption limit in respect of the corresponding class of Commodity Contracts (or the commodities the Settlement Price of futures contracts relating to which are included in the calculation of the Commodity Index relating to that class of Commodity Contracts).

7.7 For the purposes of the Redemption Limits, Redemption Forms will be dealt with in order of their actual receipt by the Issuer and, for the purpose of this Condition, Condition 7.11 shall be disregarded.

Settlement Pricing

7.8. A Settlement Redemption Form shall be invalid:

(a) if it does not specify a number and class of Short or Leveraged Commodity Securities to be Redeemed;

(b) [*not used*];

(c) for a Settlement Redemption Form lodged by an Authorised Participant, if it is received by the Issuer at any time other than between 8.00 a.m. and 6.30 p.m. on an Issuer Business Day;

(d) if it does not specify the Redemption Account into which the Redemption Amount shall be payable;

(e) to the extent that the number of Short or Leveraged Commodity Securities of that class or in aggregate to be Redeemed would result in a Redemption Limit being exceeded, and the relevant Commodity Contract Counterparty does (or Commodity Contract Counterparties do) not agree to that Redemption Limit being exceeded (in which event such Settlement Redemption Form will not be capable of being invalidated under this Condition 7.8(e) in respect of the greatest number of Short or Leveraged Commodity Securities of the relevant class or classes that would not result in the Redemption Limit being exceeded);

(f) if the Settlement Redemption Form is submitted by an Authorised Participant, and the number of Short or Leveraged Commodity Securities of that class or in aggregate to be Redeemed would result in an Authorised Participant Redemption Limit being exceeded (in which event such Settlement Redemption Form shall not be capable of being invalidated under this Condition 7.8(f) in respect of the greatest number of Short or Leveraged Commodity Securities of the relevant class that would not result in the Authorised Participant Redemption Limit being exceeded);

(g) where notice of a Compulsory Redemption Date has been given, if the Settlement Redemption Form is received or deemed received on or after: (i) where notice has been given under Condition 8.2 or (either following the giving of notice by the Issuer to nominate a compulsory pricing date under a Facility Agreement following a Counterparty Event of Default or the giving of notice by a Commodity Contract Counterparty to nominate a compulsory pricing date under its Facility Agreement as a result of a Guarantor Tax Event (as defined in any applicable Guarantee)) under Condition 8.1(a), the date on which notice of the Compulsory Redemption Date was given; or (ii) in any other case, the Compulsory Redemption Date;

(h) if it is received or deemed received on or after the Compulsory Redemption Date in respect of any class of Short and Leveraged Commodity Securities, in respect of which notice has been given in accordance with Condition 8.5;

(i) if it relates to the Redemption of Short and Leveraged Commodity Securities that are the subject of a Listing Failure; or

(j) if it is invalid pursuant to Condition 7.18(c) or Condition 7.19(c);

and, save as provided in Condition 7.8(f), no Short and Leveraged Commodity Securities of the relevant class shall be Redeemed in respect of or under that Settlement Redemption Form.

7.9 If the Issuer considers that a purported Settlement Redemption Form is invalid, it shall notify the Security Holder giving that Settlement Redemption Form of that fact as soon as reasonably possible. The Issuer shall not be obliged to Redeem pursuant to a Settlement Redemption Form any Short or Leveraged Commodity Securities where the relevant Commodity Contract Counterparty has not confirmed a corresponding Commodity Contract Termination in accordance with the provisions of the relevant Facility Agreement.

If the Issuer in its absolute discretion considers it necessary or desirable to do so in relation to any Settlement Redemption Form for the purpose of arranging (in aggregate) corresponding Commodity Contract Terminations in accordance with two or more Facility Agreements or to enable such Settlement Redemption Form to be settled in part in accordance with Condition 12 (*Settlement of Redemption Forms by Transfer*), or both, the Issuer may determine that the Settlement Redemption Form be deemed to comprise two or more deemed Settlement Redemption Forms, such deemed Settlement Redemption Forms relating to, in aggregate, the same numbers and classes of Short and Leveraged Commodity Securities as those to which the original Settlement Redemption Form related; and these Conditions shall apply to such deemed Settlement Redemption Forms accordingly. If the Issuer determines to exercise its right to deem a Settlement Redemption Form to comprise two or more deemed Settlement Redemption Forms it shall notify the Security Holder giving that Settlement Redemption Form of that fact as soon as reasonably possible.

7.10 If a Settlement Redemption Form in relation to a class of Short or Leveraged Commodity Securities is deemed received by the Issuer prior to the Notice Deadline on an Issuer Business Day (***Day 1***):

(a) if Day 1 is not a Pricing Day for such Short or Leveraged Individual Securities or, in the case of Short or Leveraged Index Securities, if Day 1 is not a Pricing Day for each of the commodities by reference to the Settlement Prices for which the Commodity Index relating to the class of Short or Leveraged Index Securities to which the Settlement Redemption Form relates is calculated (in whole or in part):

(i) the Security Holder may by written notice to the Issuer, sent before the Notice Deadline on the next succeeding Issuer Business Day, cancel the Settlement Redemption Form, and where such a Withdrawal Notice is given no Short or Leveraged Commodity Securities shall be Redeemed in respect of or under that Settlement Redemption Form; and

(ii) if no notice is issued under Condition 7.10(a)(i) then the Settlement Redemption Form will be deemed received by the Issuer prior to the Notice Deadline on the next Issuer Business Day (and no redemption of Short or Leveraged Commodity Securities for that Settlement Redemption Form shall occur before then) in priority to any Settlement Redemption Form deemed received by the Issuer prior to the Notice Deadline on such Issuer Business Day pursuant to Condition 7.11 and that Issuer Business Day will then constitute Day 1 for the Settlement Redemption Form and this Condition 7.10 shall apply thereto accordingly;

(b) in the case of Short or Leveraged Index Securities, if Day 1 is a Pricing Day for one or more but not all futures contracts by reference to the Settlement Price for which the Composite Commodity Index relating to a Short or Leveraged Index Security of class i relates is calculated (in whole or in part) then (1) that Short or Leveraged Index Security will not be priced until the next General Trading Day on which each such futures contract has had one or more Pricing Days; and (2) the Price of a Short or Leveraged Index Security of that class

for a Settlement Redemption Form deemed received on Day 1 will be an amount (which may not be negative) calculated to 7 places of decimals with 0.00000005 rounded upwards):

$$P_{i,t} = IP_{i,t} \times \left(1 + \sum_{\Gamma=t}^{IPD-1} CA_{i,\Gamma+1}\right) + \sum_{w=1}^{ND} \sum_{\tau=t}^{CPD^{w}-1} \sum_{j=1}^{2} HP_{i,\tau,j}^{w} \times \left(\frac{WAV_{\tau+1,j}^{w}}{CIM_{\tau+1,j}^{w}} - \frac{WAV_{\tau,j}^{w}}{CIM_{\tau,j}^{w}}\right)$$

where:

$P_{i,t}$ is the Price of a Short or Leveraged Index Security of class i for day t;

$IP_{i,t}$ is the Indicative Price (determined in accordance with Condition 5.5) of a Short or Leveraged Index Security of class i for day t;

i refers to the relevant class of Short or Leveraged Index Security;

t refers to the applicable calendar day (Day 1);

IPD represents the 'Index Pricing Day', which is defined as the day upon which the relevant Short or Leveraged Index Security is priced, being the General Trading Day on which each futures contract by reference to the Settlement Price for which the relevant Composite Commodity Index is calculated has had at least one Pricing Day from and including day t;

IPD-1 refers to the calendar day prior to IPD;

$CA_{i,\Gamma+1}$ is the Capital Adjustment applicable to a Short or Leveraged Index Security of class i for day $\Gamma+1$;

Γ represents each calendar day from and including t until and including IPD-1;

t means each calendar day from and including t until and including CPD^{w}-1;

ND means the 'Number of Disrupted commodities', being defined as the number of commodities represented in the relevant Composite Commodity Index which are the subject of a Market Disruption Event on Day 1;

w is a commodity in relation to the relevant Composite Commodity Index which is subject to a Market Disruption Event on Day 1;

CPD^{w} represents the 'Commodity Pricing Day' which is defined as the first calendar day following Day 1 which is a Pricing Day for commodity w;

CPD^{w}-1 refers to the calendar day preceding CPD^{w};

j in relation to a commodity w, is either a Lead Future or a Next Future and where j=1 it is a Lead Future and where j=2 it is a Next Future;

$HP_{i,\tau,j}^{w}$ means the Theoretical Hedge Position (determined in accordance with Condition 5.7(ii)) for futures contract j of commodity w in respect of Short or Leveraged Index Security i on day τ;

$WAV_{\tau+1,j}^{w}$ means the weighted value for futures contract j of commodity w on day τ+1 used for calculating the relevant Composite Commodity Index calculated in accordance with the Handbook, provided that where day τ+1 is not a General Trading Day then it shall be equal to $WAV_{\tau,j}^{w}$;

$WAV_{\tau,j}^{w}$ means the weighted value for futures contract j of commodity w on day τ used for calculating the relevant Composite Commodity Index calculated in accordance with the Handbook, provided that where day τ is not a General Trading Day then it shall be the weighted value for such futures contract on the General Trading Day preceding day τ;

$CIM_{\tau,j}^{w}$ means the Commodity Index Multiplier (as defined in the Handbook from time to time) on day τ for futures contract j of commodity w, provided that where day τ is

not a General Trading Day then it shall be equal to the Commodity Index Multiplier for such futures contract on the first General Trading Day prior to day τ; and

$CIM^{w}_{\tau+1,j}$ means the Commodity Index Multiplier (as defined in the Handbook from time to time) on day τ+1 for futures contract j of commodity w, provided that where day τ+1 is not a General Trading Day then it shall be equal to $CIM^{w}_{\tau,j}$.

(c) where Condition 7.10(b) applies, the Pricing Date in respect of the Settlement Redemption Form relating to the Short or Leveraged Index Securities concerned will be the Trading Day on which all futures contracts by reference to the Settlement Price for which the Composite Commodity Index relating to such Short or Leveraged Index Securities is calculated have had one or more Pricing Days since (but including) Day 1;

(d) where Condition 7.10(b) applies:

(i) in relation to a Settlement Redemption Form delivered by an Authorised Participant, at any time prior to a Pricing being completed in accordance with Condition 7.10(b) the relevant Commodity Contract Counterparty and the relevant Authorised Participant may agree a Price and applicable Pricing Date in lieu of that which would be determined in accordance with Condition 7.10(b) and notify that Price and applicable Pricing Date jointly to the Issuer in such form as the Issuer may reasonably require. Such joint notification shall be conclusive evidence that the relevant Commodity Contract Counterparty and the relevant Authorised Participant have agreed a Price and applicable Pricing Date which shall apply in lieu of that which would be determined in accordance with Condition 7.10(b);

(ii) if a Price has not been determined in accordance with Condition 7.10(b) of sub-paragraph (i) by the end of the fourth General Trading Day following Day 1 then, either the relevant Authorised Participant or the Issuer, by notice to the other given in the same manner as for a Pricing Notice, may elect that the Price should instead be determined in the manner provided in the following sub-paragraphs. Any such notice must, to be valid, be given between 8.00 a.m. and 6.30 p.m. (in the case of notice given by the relevant Authorised Participant) or 7.00 p.m. (in the case of notice given by the Issuer) on an Issuer Business Day. Any such notice which is received by the Issuer or the relevant Authorised Participant on an Issuer Business Day after the Notice Deadline but prior to 6.30 p.m. (in the case of notice given by the relevant Authorised Participant) or 7.00 p.m. (in the case of notice given by the Issuer) shall be deemed to be received by the Issuer or the relevant Authorised Participant (as the case may be) at 8.00 a.m. on the following Issuer Business Day, unless the Issuer or the relevant Authorised Participant (as the case may be) agrees to treat that Settlement Redemption Form as having been received prior to the Notice Deadline in which case it shall be deemed to have been received by the Issuer or the relevant Authorised Participant (as the case may be) prior to the Notice Deadline. The giving of any notice pursuant to this paragraph (ii) shall not prevent the relevant Commodity Contract Counterparty and the relevant Authorised Participant from agreeing a Price and Pricing Date in accordance with sub-paragraph (i) above in which case such Price and applicable Pricing Date shall apply in lieu of that which would be determined in accordance with the following sub-paragraphs;

(iii) if a notice is given pursuant to sub-paragraph (ii) above the Calculation Agent shall calculate in good faith and in a commercially reasonable manner a Price as at the close of business on the Issuer Business Day on which such notice was deemed given using the formula set out in Condition 7.10(b) and, for each relevant futures contract for which a Market Disruption Event would (but for this paragraph (d))have prevented the determination of the Price hereunder, a fair market value for such futures contract determined using the principles set out in Condition 14.3 and shall notify the same to the Issuer, the relevant Authorised Participant and the relevant Commodity Contract Counterparty; and

(iv) if by 6.30 p.m. on the Issuer Business Day following notification by the Calculation Agent to the Issuer and the relevant Authorised Participant of any determination made by the Calculation Agent pursuant to sub-paragraph (iii) above either the Issuer or

the relevant Authorised Participant notifies the relevant Commodity Contract Counterparty that it requires the appointment of a leading dealer in commodity derivatives as substitute calculation agent (a ***Substitute Calculation Agent***) to determine the fair market values for any futures contract for which a Market Disruption Event would (but for this paragraph (d)) have prevented the determination of the Price hereunder in accordance with this paragraph and the Price, then (unless agreement is reached otherwise in accordance with sub-paragraph (i) above) each of the Issuer, the relevant Authorised Participant and the relevant Commodity Contract Counterparty shall, in the absence of manifest error, be bound by a determination made by the Substitute Calculation Agent of such fair market values and Price. Any Substitute Calculation Agent shall be appointed jointly by relevant Authorised Participant and the relevant Commodity Contract Counterparty or, at the request of either, by the Issuer. Any Substitute Calculation Agent, if it is an Authorised Participant, shall be independent of the Creation concerned and shall itself have no similar transactions with the Issuer awaiting Pricing in accordance with provisions of its Authorised Participant Agreement analogous to Condition 7.10(b). The Issuer shall not be obliged to appoint any Substitute Calculation Agent hereunder unless it is indemnified and/or secured to its reasonable satisfaction against any liabilities to which it may thereby render itself liable. In performing its duties under this paragraph any Substitute Calculation Agent shall calculate such fair market values and Price in good faith and in a commercially reasonable manner and shall calculate such Price as at the close of business on the Issuer Business Day on which the notice under sub-paragraph (ii) above was deemed given using the formula set out in Condition 7.10(b) and, for each relevant futures contract for which a Market Disruption Event would (but for this paragraph (d)) have prevented the determination of the Price hereunder, a fair market value for such futures contract using the principles set out in Condition 14.3 and the applicable reported settlement prices for all other relevant futures contracts. The Substitute Calculation Agent shall assume, without enquiry, that any determination by the original Calculation Agent as to whether a Market Disruption Event in relation to any futures contract has occurred is correct and shall be bound by any such determination. Accordingly the role of the Substitute Calculation Agent shall be limited to the determination of the relevant fair market values and the Price consequent upon such determinations. The Substitute Calculation Agent shall have no liability or responsibility to the parties for any error or omission in making any determination in connection with this paragraph.

7.11 A Settlement Redemption Form which is received by the Issuer on an Issuer Business Day after the Notice Deadline but prior to 6.30 p.m. shall be deemed to be received by the Issuer at 8.00 a.m. on the following Issuer Business Day, unless the Issuer agrees to treat that Settlement Redemption Form as having been received prior to the Notice Deadline in which case it shall be deemed to have been received by the Issuer prior to the Notice Deadline.

7.12 Within one Business Day after the last Pricing Date in respect of any Settlement Redemption Form, the Issuer shall notify the relevant Security Holder of the Redemption Amount payable in respect of that Settlement Redemption Form, determined as provided above.

7.13 The Issuer may change or vary the procedures for the lodgement of Settlement Pricing Forms and these Conditions shall be modified in respect of Redemptions using Settlement Pricing to the extent of any such change or variation.

Agreed Pricing

7.14 A Commodity Contract Counterparty and an Authorised Participant may submit an Agreed Redemption Form to the Issuer (either jointly, or in separate notices). An Agreed Redemption Form is conclusive evidence that the Commodity Contract Counterparty and the Authorised Participant have agreed upon the Redemption by the Issuer of a number and class of Short or Leveraged Commodity Securities specified in the notice(s), and the US Dollar amount which is the Redemption Amount for those Short or Leveraged Commodity Securities.

7.15 If a Commodity Contract Counterparty and an Authorised Participant purport to send an Agreed Redemption Form by separate notices:

(a) which are inconsistent with one another in relation to any of the items referred to in Condition 7.17(a), 7.17(b) or 7.17(c); or

(b) one of which is invalid under Condition 7.17,

those notices shall not constitute a valid Agreed Redemption Form and the Issuer shall reject the notices and advise that Commodity Contract Counterparty and that Authorised Participant accordingly.

7.16 Where an Agreed Redemption Form is submitted by separate notices from the Authorised Participant and a Commodity Contract Counterparty, the Issuer shall be deemed to have received the Agreed Redemption Form at the time that it is deemed to receive the second of the two notices.

7.17 An Agreed Redemption Form shall be invalid in the circumstances specified in Condition 7.19(c) or if it does not set out:

(a) the number and class of Short or Leveraged Commodity Securities to be Redeemed;

(b) the Redemption Amount for that Redemption (stated as a total amount); and

(c) the Redemption Payment Date for that Redemption, which shall be not earlier than two London Business Days following the day on which the Agreed Redemption Form is deemed received by the Issuer.

Suspension of Redemptions

7.18 If the Price of a class of Short or Leveraged Commodity Security falls below its Principal Amount, the Issuer may at any time and from time to time while the Price in relation to such class is below such Principal Amount determine to suspend the right to Redeem the Short or Leveraged Commodity Securities of that class pursuant to Condition 7.1(a) and, subject as provided in this Condition 7.18, may terminate any such suspension. The following provisions shall apply where the Issuer determines to exercise its powers under this Condition:

(a) the Issuer shall give notice of such suspension and of the termination of any such suspension via an RIS as soon as practicable, but failure to give such notices shall not prevent the exercise of such powers;

(b) any such suspension may continue in the discretion of the Issuer for a period of up to 30 days, and may continue thereafter provided that notice of a meeting has been issued convening a meeting for a date not more than 30 days after the date of the notice for the purpose of considering an Extraordinary Resolution which will have the effect of reducing the Principal Amount to a level less than the Price, in which event the suspension will cease when the meeting (or any adjournment thereof) concludes or, if the Extraordinary Resolution is passed and makes alternative provision, in accordance with the Extraordinary Resolution;

(c) any suspension shall not affect any Redemption the Pricing Date for which had passed before the suspension commenced, but any Settlement Redemption Form lodged or deemed received on an Issuer Business Day when the right to Redeem Short or Leveraged Commodity Securities of that class pursuant to Condition 7.1(a) is suspended pursuant to this Condition shall be invalid; and

(d) if the right to Redeem Short or Leveraged Commodity Securities of that class pursuant to Condition 7.1(a) is suspended pursuant to this Condition as at 6.30 p.m. on the second Issuer Business Day prior to a Compulsory Redemption Date for that class pursuant to Condition 8.6, then notwithstanding that a number of Short or Leveraged Commodity Securities of that class may have been specified pursuant to that Condition which is not all of those Short or Leveraged Commodity Securities, such Compulsory Redemption Date shall be a Compulsory Redemption Date for all of the Short or Leveraged Commodity Securities of that class.

7.19 If the Issuer is considering exercising its power under Condition 18.3 to divide any Pool, or has determined to exercise such power, it may determine to suspend the right to Redeem the Short or Leveraged Commodity Securities of the class attributable to such Pool under Condition 7.1(a) and Condition 7.1(b) and, subject as provided in this Condition 7.19, may terminate any such

suspension. The following provisions shall apply where the Issuer determines to exercise its powers under this Condition:

(a) the Issuer shall give notice of such suspension and of the termination of any such suspension via an RIS as soon as practicable, but failure to give such notices shall not prevent the exercise of such powers;

(b) any such suspension may continue in the discretion of the Issuer for a period of up to 30 days but (without prejudice to Condition 8.4) shall terminate when either the Issuer has determined to divide such Pool and such division has become effective or the Issuer has announced via an RIS that it has determined not to divide such Pool; and

(c) any suspension shall not affect any Redemption the Pricing Date for which had passed before the suspension commenced, but any Settlement Redemption Form or Agreed Redemption Form lodged or deemed received on an Issuer Business Day when the right to Redeem Short or Leveraged Commodity Securities of that class is suspended pursuant to this Condition shall be invalid.

7.20 If the Calculation Agent for the purposes of one or more Facility Agreements notifies the Issuer pursuant to that Facility Agreement (or any calculation agency agreement entered into by it in connection therewith) that it has determined that as a result of the application in the United Kingdom of "*Regulation (EU) 2016/1011 of the European Parliament and of the Council on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds*" any calculation, determination or provision by the Calculation Agent of a substitute index value in respect of any class of Commodity Contracts would be unduly burdensome, the Issuer may determine to suspend the right to Redeem the Commodity Securities of that class pursuant to Condition 7.1(a) and, subject as provided in this Condition 7.20, may terminate any such suspension at its discretion. The following provisions shall apply where the Issuer determines to exercise its powers under this Condition:

(a) the Issuer shall give notice of such suspension and of the termination of any such suspension via an RIS as soon as practicable, but failure to give such notices shall not prevent the exercise of such powers;

(b) any such suspension may continue in the discretion of the Issuer for a period of up to 90 days; and

(c) any suspension shall not affect any Redemption the Pricing Date for which had passed before the suspension commenced, but any Settlement Redemption Form lodged or deemed received on an Issuer Business Day when the right to Redeem Commodity Securities of that class pursuant to Condition 7.1(a) is suspended pursuant to this Condition shall be invalid.

8. COMPULSORY REDEMPTION BY THE ISSUER OR TRUSTEE

Compulsory Redemption on Termination

8.1 The Issuer may at any time (upon not less than seven days' notice in the case of (a) below, not less than thirty days' notice in the case of (b) below) by RIS announcement nominate an Issuer Business Day to be a Compulsory Redemption Date for all Short and Leveraged Commodity Securities, or all Short or Leveraged Commodity Securities of any one or more class, if:

(a) notice is given by either party thereto terminating a Facility Agreement or nominating a compulsory pricing date thereunder in respect of all Commodity Contracts created thereunder; or

(b) the Issuer elects to Redeem all Short and Leveraged Commodity Securities, or all Short or Leveraged Commodity Securities of any one or more class,

provided that a notice given under paragraph (b) may be withdrawn until the date not later than seven days prior to the date nominated to be the Compulsory Redemption Date so long as there remains in effect at least one Facility Agreement pursuant to which subsequent to that date

Commodity Contracts of the same class as such Short and Leveraged Commodity Securities may be created.

8.2 If a Counterparty Event of Default or an Issuer Insolvency Event has occurred and is continuing, the Trustee may at any time, at its discretion, and shall if so directed in writing by Security Holders holding not less than 25 per cent. by Principal Amount (as at the date of the last signature) of the affected Short and Leveraged Commodity Securities (as a whole) then outstanding or by an Extraordinary Resolution of the Security Holders holding affected Short and Leveraged Commodity Securities (as a single class), the Trustee having first been indemnified and/or secured to its satisfaction, give notice to the Issuer that all the affected Short and Leveraged Commodity Securities outstanding are required to be Redeemed and nominating an Issuer Business Day falling not less than 20 Issuer Business Days (or two Issuer Business Days in the case of an Issuer Insolvency Event) from the giving of such notice to be a Compulsory Redemption Date and for this purpose "affected Short and Leveraged Commodity Securities" means, in the context of an Issuer Insolvency Event, all of them, and in the context of a Counterparty Event of Default, those Short and Leveraged Commodity Securities that are attributable to the Pool or Pools which include rights against that particular Commodity Contract Counterparty.

8.3 If a Compulsory Redemption Date is nominated by the Issuer pursuant to Condition 8.1(a) in relation to any Short or Leveraged Commodity Securities following notice having been given by the Issuer to terminate a Facility Agreement or to nominate a compulsory pricing date thereunder by reason of a Counterparty Event of Default and, prior to the Compulsory Redemption Date, the Issuer has either:

(a) determined to divide a Pool to which outstanding Commodity Contracts created under that Facility Agreement are attributable by allocating all such Commodity Contracts to the New Pool in accordance with Condition 18.3; or

(b) announced by an RIS its intention to do so or that it is considering doing so,

the Issuer may determine that the Redemption pursuant to Condition 8.1(a) shall not apply to the Short or Leveraged Commodity Securities attributable to that Pool but shall apply (*mutatis mutandis*) to the New Short or Leveraged Commodity Securities attributable to such new Pool and otherwise on the basis of this Condition 8. If in the case of paragraph (b) such division shall not have become effective within 30 days of such announcement, this Condition shall cease to have effect. The Issuer shall give notice of any determination made pursuant to this Condition 8.3 via an RIS as soon as practicable, but failure to give any such notice shall not prevent the exercise of its powers hereunder.

8.4 If a Facility Agreement has been terminated, or notice of a compulsory pricing date thereunder by reason of a Counterparty Event of Default has been given, then no further Redemption Forms in respect of Short or Leveraged Commodity Securities attributable to a Pool to which outstanding Commodity Contracts created under that Facility Agreement are attributable, given on or after the date of such termination or given or deemed given after the date of such notice shall be effective unless and until whichever occurs earlier of:

(a) the Issuer has determined to divide such Pool as referred to in Condition 8.3 and such division has become effective; and

(b) if the Issuer has announced by an RIS that Redemption Forms given after, or on or after, the date specified in such announcement will be effective, the date determined in accordance with such announcement. Any such announcement may be general or subject to conditions and any Redemption Form which would not be effective in the absence of such announcement shall not be effective if it is not in accordance with such conditions.

Compulsory Redemption due to Index Disruption

8.5 The Issuer may at any time (upon not less than thirty days' notice) by RIS announcement nominate an Issuer Business Day to be a Compulsory Redemption Date for all Short or Leveraged Commodity Securities of a particular class if:

(a) a Commodity Index which relates to that class of Short or Leveraged Commodity Securities is no longer calculated and published in accordance with the Handbook and the Calculation

Agent gives notice to the Issuer under a Facility Agreement of its intent to discontinue calculation and notification of that Commodity Index to the Issuer under that Facility Agreement; or

(b) non-calculation or non-publication of a Commodity Index which relates to that class of Short or Leveraged Commodity Securities for any reason continues for a continuous period of thirty days, and a Commodity Contract Counterparty and the Issuer are unable to reach agreement on a permanent replacement mechanism or amendments to the relevant Facility Agreement to give effect to that mechanism.

8.5 A The Issuer may at any time (upon not less than two Business Days' notice) by RIS announcement nominate an Issuer Business Day to be a Compulsory Redemption Date for all Commodity Securities of a particular class if the right to Redeem the Commodity Securities of that class pursuant to Condition 7.1(a), is suspended pursuant to Condition 7.20 for at least 30 calendar days.

Compulsory Redemption due to Hedging Disruption

8.6 The Issuer may at any time (upon not less than thirty days' notice) by RIS announcement nominate an Issuer Business Day to be a Compulsory Redemption Date for a particular class of Short or Leveraged Commodity Securities, if as a consequence of a Hedging Disruption Event a Commodity Contract Counterparty or any of its Affiliates is required by law or by the order of a regulatory authority having jurisdiction to close hedging positions (if any) which a Commodity Contract Counterparty (acting reasonably) attributes to the hedging of its obligations in connection with the relevant Facility Agreement or Commodity Contracts of the same class. Any such notice may specify a number of Short or Leveraged Commodity Securities (which may not be all of those Short or Leveraged Commodity Securities) to be redeemed in consequence of such notice and if in relation to any particular class of Short or Leveraged Commodity Securities the Issuer does not redeem all the outstanding Short or Leveraged Commodity Securities they will be redeemed in accordance with Condition 8.13 *pro rata* to holdings on the relevant Register as at the Compulsory Redemption Date. Any nomination of a Compulsory Redemption Date by the Issuer under this Condition 8.6 in relation to less than all of the Short or Leveraged Commodity Securities of a particular class is subject to Condition 7.18.

Compulsory Redemption on a fall in the Price relative to the Principal Amount

8.7 If on any Pricing Day the Price of any class of Short or Leveraged Commodity Security falls to 2.5 times the Principal Amount of such Short or Leveraged Commodity Security or below, the Issuer may at any time, for so long as the Price continues to be less than 2.5 times the Principal Amount of such Short or Leveraged Commodity Security and during the period 60 days thereafter, upon not less than 2 days' notice by RIS announcement nominate an Issuer Business Day to be a Compulsory Redemption Date in respect of that class of Short or Leveraged Commodity Security and subject to Condition 3.2 investors will receive a sum on such Compulsory Redemption calculated in accordance with Condition 8.13. The right to nominate an Issuer Business Day to be a Compulsory Redemption Date to this Condition 8.7 shall cease if an Extraordinary Resolution is passed which has the effect of reducing the Principal Amount to a level less than two-fifths of the Price, but this is without prejudice to any subsequent nomination pursuant to this Condition if on any Pricing Day the Price of that class of Short or Leveraged Commodity Security falls to 2.5 times the Principal Amount (as so reduced) of such Short or Leveraged Commodity Security or below.

Compulsory Redemption when Intra-day Price falls to zero

8.8 If the Calculation Agent notifies the Issuer that the Intra-day Price of Commodity Contracts of the same class as any Short or Leveraged Commodity Securities has fallen to or below zero at any time during any Trading Day and a Commodity Contract Counterparty notifies the Issuer that Commodity Contracts of that class have been terminated then a number of Short or Leveraged Commodity Securities of such class equivalent to the number of Commodity Contracts of that class that have been terminated will automatically be subject to a Compulsory Redemption on that day and, subject to Condition 3.2, Security Holders in respect thereof will receive a sum calculated in accordance with Condition 8.13 as if a Compulsory Redemption Date had been notified in respect of such Short or Leveraged Commodity Securities and, in the case of any Second Month Securities, on the basis that the Price of such Second Month Securities shall be zero. The Issuer will give notice

via a RIS as soon as practicable upon being notified as described in the preceding sentence of this Condition 8.8, but no liability is assumed by the Issuer for any failure to give any such notice and failure to give any such notice shall not prejudice any Compulsory Redemption pursuant to the preceding sentence of this Condition 8.8 which shall have effect as provided therein whether or not, and irrespective of when, notice is given by the Issuer pursuant to this sentence. Where pursuant to this Condition not all outstanding Short or Leveraged Commodity Securities of a particular class will be redeemed on such day, they will be redeemed *pro rata* to holdings on the relevant Register as at that day.

Compulsory Redemption for cause

8.9 The Issuer may, in its absolute discretion, at any time by written notice to a Security Holder nominate an Issuer Business Day (being not less than seven Trading Days and not more than fourteen Trading Days following the date of the notice) to be a Compulsory Redemption Date in respect of Short and Leveraged Commodity Securities held by that Security Holder, if:

(a) the Issuer required the Security Holder in accordance with Condition 13 to certify whether or not it is a Prohibited Benefit Plan Investor and (i) the Security Holder did not by the date specified in the notice given under Condition 13 provide such a certification to the Issuer in the form and executed in the manner required or (ii) the Security Holder certified that it is a Prohibited Benefit Plan Investor; or

(b) the Issuer required the Security Holder in accordance with Condition 13 to certify whether or not it is a Prohibited US Person and the (i) Security Holder did not by the date specified in the notice given under Condition 13 provide such a certification to the Issuer in the form and executed in the manner required or (ii) the Security Holder certified that it is a Prohibited US Person; or

(c) the Issuer considers (in its sole discretion) (i) that such Short and Leveraged Commodity Securities are or may be owned or held directly or beneficially by any person in breach of any law or requirement of any country or by virtue of which such person is not qualified to own those Short and Leveraged Commodity Securities, or (ii) that the ownership or holding or continued ownership or holding of those Short and Leveraged Commodity Securities (whether on its own or in conjunction with any other circumstance appearing to the Issuer to be relevant) would, in the reasonable opinion of the Issuer, cause a pecuniary or tax disadvantage to the Issuer or any other Security Holders which it or they might not otherwise have suffered or incurred,

provided that if the relevant Security Holder in the case of sub-paragraph (a)(i) or (b)(i) so failed to provide such a certification, or in the case of sub-paragraph (a)(ii) or (b)(ii) certified that it is a Prohibited Benefit Plan Investor or a Prohibited US Person, in each case in respect of some only of the Short and Leveraged Commodity Securities held by it, a notice given by the Issuer under this Condition shall relate only to those Short and Leveraged Commodity Securities (and not any other Short or Leveraged Commodity Securities held by that Security Holder).

8.10 If a Security Holder which is the subject of a notice under Condition 8.9 provides to the Issuer prior to the Notice Deadline proof required by the Issuer that its Short and Leveraged Commodity Securities have been transferred to a person that is not a Prohibited Benefit Plan Investor or a Prohibited US Person, then the Short and Leveraged Commodity Securities referred to in that notice shall not be redeemed under these Conditions.

8.11 If a Security Holder which is the subject of a notice under Condition 8.9 does not provide to the Issuer prior to the Notice Deadline proof required by the Issuer that its Short and Leveraged Commodity Securities have been transferred to a person that is not a Prohibited Benefit Plan Investor or a Prohibited US Person, then the Short and Leveraged Commodity Securities referred to in that notice shall not be capable of being transferred by that Security Holder and the Issuer shall not be required to register any purported transfer of those Short and Leveraged Commodity Securities.

8.12 The Issuer shall not be required to give any reasons for any decision, determination or declaration taken or made in accordance with this Condition 8. The exercise of the powers conferred by this Condition 8 shall not be questioned or invalidated in any case on the grounds that there was

insufficient evidence of direct or beneficial ownership or holding of the Short and Leveraged Commodity Securities, or any other grounds save that such powers shall have been exercised in good faith.

Compulsory Redemptions

8.13 Where a Compulsory Redemption Date is notified in accordance with these Conditions other than pursuant to Condition 8.9, in respect thereof:

(a) the Issuer shall, no later than 8.00 a.m. on the Compulsory Redemption Date, by RIS announcement publish the Compulsory Daily Pricing Number of Short and Leveraged Commodity Securities of each relevant class to be priced on successive Pricing Days for each class commencing on the Compulsory Redemption Date;

(b) on the Compulsory Redemption Date and on any required succeeding Pricing Day the applicable Compulsory Number Priced for each class of Short or Leveraged Commodity Securities to which the Compulsory Redemption Date relates shall be priced until Short or Leveraged Commodity Securities of that class (including, in the case of a Compulsory Redemption Date notified in accordance with Condition 8.6, all those Short or Leveraged Commodity Securities that have previously been deducted from the Compulsory Daily Pricing Number for that class pursuant to the proviso contained in the definition of "Compulsory Number Priced" in connection with that Compulsory Pricing Date) in a number equal to the Compulsory Redemption Number for that class have been priced;

(c) on the Redemption Payment Date for such Compulsory Redemption the Issuer shall (subject to the Security Holder depositing the Short and Leveraged Commodity Securities in question into an appropriate CREST account or otherwise delivering such Short and Leveraged Commodity Securities to the Issuer by agreement with the Issuer) pay into the appropriate Redemption Account(s) the sum of the Prices or, if higher in each case but not in aggregate (but subject to Condition 3.2), the Principal Amounts of all Short and Leveraged Commodity Securities thereby priced together with an amount equivalent to interest thereon calculated at the rate of the Capital Adjustment then prevailing, in each case from the second London Business Day following the Pricing Day on which that Price was determined (*provided that* if either that day or the preceding London Business Day is not also a New York Business Day then from the Business Day next following the day from which it would have been calculated but for this proviso) until and including the Redemption Payment Date;

(d) each Redemption Account shall be credited with the relevant Security Holder's *pro-rata* share of the sum of the Prices or, if higher in each case but not in aggregate (but subject to Condition 3.2), the Principal Amounts of all Short and Leveraged Commodity Securities thereby priced (and the Issuer shall be under no obligation to make payment of the amount so priced until that amount shall have been determined); and

(e) upon payment in full of that amount all such Short and Leveraged Commodity Securities which were so priced shall be cancelled.

8.14 Where a Compulsory Redemption Date is notified to a Security Holder in accordance with Condition 8.9:

(a) the Redemption Amount with respect to such Redemption shall be the amount (in US Dollars) equal to the sum of the Prices for the relevant Short and Leveraged Commodity Securities determined in accordance with paragraph (b);

(b) on the Compulsory Redemption Date and on any required succeeding Pricing Day the applicable Compulsory Number Priced of each class of Short and Leveraged Commodity Securities shall be priced until Short and Leveraged Commodity Securities of that class in a number equal to the Compulsory Redemption Number for that class have been priced; and

(c) within three Business Days of the Redemption Payment Date for such Compulsory Redemption the Issuer shall (subject to the Security Holder depositing the Short and Leveraged Commodity Securities in question into an appropriate CREST account or

otherwise delivering such Short and Leveraged Commodity Securities to the Issuer in such manner as may be agreed by the Issuer or otherwise all such Short and Leveraged Commodity securities being cancelled to the satisfaction of the Issuer) pay into the appropriate Redemption Account(s) the Redemption Amount.

9. SETTLEMENT OF REDEMPTION AMOUNTS

9.1 Where a Redemption Form has been given for the Redemption of Short or Leveraged Commodity Securities, the Security Holder which holds those Short or Leveraged Commodity Securities which are the subject of that Redemption must deposit the Short or Leveraged Commodity Securities in question into an appropriate CREST account and give correct delivery versus payment instructions in accordance with the Redemption Notice if they were in Uncertificated Form, or otherwise deliver the Short or Leveraged Commodity Securities to be Redeemed and any certificates representing them to the Issuer in such manner as the Issuer may agree if they are in Certificated Form. Once a valid Redemption Form is given in respect of Short or Leveraged Commodity Securities, unless the Redemption Form is validly withdrawn (in accordance with Condition 7.9) the Short or Leveraged Commodity Securities in respect of which it was given may not be transferred by the Security Holder (except to the Issuer), and the Issuer may refuse to recognise any subsequent transfer of any of those Short or Leveraged Commodity Securities.

9.2 Failure by a Security Holder to deposit those Short or Leveraged Commodity Securities into an appropriate CREST account and give correct delivery versus payment instructions shall not invalidate the Redemption of those Short or Leveraged Commodity Securities. Where settlement of a Redemption of Short or Leveraged Commodity Securities is delayed due to the failure of the Security Holder to deposit the Short or Leveraged Commodity Securities in question into an appropriate CREST account or give correct delivery versus payment instructions or otherwise deliver such Short or Leveraged Commodity Securities and any certificates representing them in a manner agreed by the Issuer, the Security Holder shall not be entitled to any interest on the Redemption Amount after the Redemption Payment Date. If the Security Holder fails to deliver such Short or Leveraged Commodity Securities to the Issuer (via the CREST system or another method agreed with the Issuer), the Issuer shall be entitled to pay the Redemption Amount in respect thereof into the Trustee's Redemption Account (to be held on trust for the Security Holder), and to cancel the entry in the Register in respect of those Short or Leveraged Commodity Securities.

9.3 Where Short or Leveraged Commodity Securities are Redeemed in accordance with Condition 8, the Issuer shall be entitled, upon payment of the Redemption Amount (less the Redemption Fee, if applicable) into the applicable Redemption Account to cancel the entry in the Register in respect of those Short or Leveraged Commodity Securities being Redeemed.

9.4 Save to the extent that the proviso to Condition 7.2 applies, payment of the Redemption Amount (less any applicable Redemption Fee deducted under Condition 10) into the applicable Redemption Account on the Redemption Payment Date is in full satisfaction of all liability which the Issuer has to Security Holders in respect of the Short or Leveraged Commodity Securities which have been Redeemed.

9.5 The Issuer may, at any time, notify a Security Holder that a Commodity Contract Counterparty may have to withhold or deduct from a payment for a Commodity Contract Termination that corresponds to any Redemption by that Security Holder an amount for or on account of, any present or future taxes, duties assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political sub-division thereof or any authority thereof having power to tax, as required by law (as modified by the practice of any relevant governmental revenue authority) then in effect and such notice shall specify any form or document to be delivered by beneficial owners of Short or Leveraged Commodity Securities that may allow the Commodity Contract Counterparty to make such payment without any such withholding or deduction or with such withholding or deduction at a reduced rate. If such forms or documents are not provided to the Issuer and the relevant Commodity Contract Counterparty by the relevant Security Holder or if it is not the beneficial owner of Short or Leveraged Commodity Securities held by such Security Holder and which are to be redeemed, then any such payment will be reduced (and the matching obligation of the Issuer to pay any Redemption Amount to that Security Holder will also be reduced) by the amount of the

withholding or deduction. If there is more than one Commodity Contract Counterparty, the Issuer shall not be under any obligation to select the Commodity Contract Counterparty to whom the Commodity Contract Termination relates with a view to minimising or avoiding any such withholding or deduction or otherwise and shall have no liability to Security Holders in respect of any such selection or otherwise in relation to any such withholding or deduction.

9.6 The Redemption of Short or Leveraged Commodity Securities by the Issuer pursuant to the occurrence of a Listing Failure, and delivery of Short or Leveraged Commodity Securities by an Authorised Participant in connection therewith, shall be effected in accordance with the procedures set out in the applicable Authorised Participant Agreement.

9.7 The Issuer may give such directions to the Security Holder as appear to the Issuer to be necessary to enable the settlement of any payment or delivery to be made by it pursuant to this Condition.

10. REDEMPTION FEE

10.1 Subject as provided below, it is a condition to the performance by the Issuer of the obligation to Redeem Short and Leveraged Commodity Securities that the Issuer may deduct the Redemption Fee from the Redemption Amount and that if it does not the Security Holder of such Short and Leveraged Commodity Securities shall pay to the Issuer the Redemption Fee in respect of such Redemption in accordance with this Condition 10. The Issuer may offset the amount of the Redemption Fee payable hereunder against the Redemption Amount payable to the Security Holder.

10.2 On a Redemption of Short and Leveraged Commodity Securities at the request of an Authorised Participant, the Redemption Fee shall be the amount agreed in the relevant Authorised Participant Agreement to be payable, or such other amount as may be agreed by the Issuer and that Authorised Participant at the time of the Redemption, regardless of the number of Short and Leveraged Commodity Securities being redeemed.

10.3 On a Redemption of Short and Leveraged Commodity Securities at the request of a Security Holder who is not an Authorised Participant (where there are no Authorised Participants), the Redemption Fee shall be an amount equal to the cost to the Issuer of satisfying such Redemption request, which shall be notified to the Security Holder at the time of the Redemption being not greater than £500 or such other amount as may be notified through a RIS.

10.4 On a Compulsory Redemption of Short and Leveraged Commodity Securities by the Issuer or at the request of the Trustee, the Redemption Fee shall be an amount equal to the cost to the Issuer incurred in relation to the Redemption, including the costs of enquiries under Condition 13 and the cost of giving notices under Condition 8 being not greater than £500 or such other amount as may be notified through a RIS. The Issuer shall notify Security Holders whose Short and Leveraged Commodity Securities are subject to Compulsory Redemption of the amount of those costs, and their allocation to particular Security Holders, at the time of the Redemption.

10.5 The Issuer may set off any amount payable to the Issuer in accordance with this Condition 10 by the holder of Short and Leveraged Commodity Securities in respect of the Redemption Fee against the Redemption Amount payable by the Issuer to such holder.

11. INTEREST ON SETTLEMENT FAILURE

Following the occurrence of a Settlement Failure, interest shall accrue on any balance of the Redemption Amount not paid or otherwise discharged by or on behalf of the Issuer from the Settlement Failure Date. Such interest shall:

(a) accrue at the Funding Rate from and including the Settlement Failure Date to but excluding the date falling two Business Days after the Settlement Failure Date, and thereafter at the Default Rate; and

(b) cease to accrue on the date on which such balance is paid into the relevant Redemption Account.

12. SATISFACTION OF REDEMPTION FORMS BY TRANSFER

The Issuer may in its absolute discretion elect to satisfy Redemption Forms by transfer of the appropriate number of Short and Leveraged Commodity Securities to one or more Authorised Participant(s) from Security Holder(s) seeking Redemption, and for that purpose the Issuer may authorise any person on behalf of the Security Holder to execute one or more instruments of transfer in respect of the relevant number(s) of Short and Leveraged Commodity Securities provided that the amount payable to the Security Holder shall still be an amount equal to the relevant Redemption Amount (less the Redemption Fee) and the relevant Redemption Payment Day will be the date of the transfer(s).

13. ENQUIRIES AS TO STATUS OF SECURITY HOLDERS

13.1 The Issuer may at any time, without any requirement to state a reason, give notice to a Security Holder requiring that Security Holder:

(a) to certify, no later than the date (the ***Investor Notice Expiry Date***) falling fifteen Trading Days following the date on which the Issuer sends or transmits such requirement to that Security Holder whether that Security Holder is a Prohibited US Person or a Prohibited Benefit Plan Investor (and if that Security Holder is a Prohibited Benefit Plan Investor or Prohibited US Person, to notify the Issuer of the number and class of Short and Leveraged Commodity Securities in respect of which it is a Prohibited Benefit Plan Investor or Prohibited US Person); and

(b) if that Security Holder asserts that it is not a Prohibited US Person or not a Prohibited Benefit Plan Investor (or not a Prohibited Benefit Plan Investor or not a Prohibited US Person in respect of all Short and Leveraged Commodity Securities held by it), to provide to the Issuer by the Investor Notice Expiry Date a certificate in the form and executed in the manner determined by the Issuer that the Security Holder is not a Prohibited US Person or not a Prohibited Benefit Plan Investor (or not a Prohibited Benefit Plan Investor or not a Prohibited US Person in respect of certain Short and Leveraged Commodity Securities held by it, specifying the number and class of Short or Leveraged Commodity Securities in respect of which it is, and is not, a Prohibited Benefit Plan Investor or is, and is not, a Prohibited US Person).

13.2 The Issuer may provide to any Commodity Contract Counterparty copies of any enquiries made by it under this Condition 13 and any responses received from the Security Holder.

13.3 The Issuer shall be entitled, save to the extent that it has made enquiry under this Condition 13, to assume that none of the Short and Leveraged Commodity Securities are held by Prohibited US Persons or Prohibited Benefit Plan Investors.

14. CALCULATION AGENT

14.1 The Calculation Agent is appointed by the Issuer and each Commodity Contract Counterparty for the purposes of the relevant Facility Agreement (but not for the purposes of these Conditions, the Short and Leveraged Commodity Securities or the Trust Instrument):

(a) to determine whether a Market Disruption Event exists and to make the determinations and calculations expressly contemplated in the definition of “Intra-day Price”;

(b) to make the calculations and determinations expressly contemplated in the definitions of “Exchange Index Value”, “Out-of-Hours Index Value”, “Restrike Index Value” and “Restrike Index Value Determination Window”;

(c) if an Individual Commodity Index is not published for five or more consecutive Trading Days by reason of those Trading Days being Market Disruption Days in respect of that Individual Commodity Index or any Composite Commodity Index is not published for five or more consecutive Trading Days by reason of those Trading Days being Market Disruption Days in relation to any commodity the Settlement Price of which is used to determine that Composite Commodity Index, to calculate and provide to the Issuer in each case a substitute value for that Commodity Index on each subsequent Trading Day for as long as the Market Disruption Event continues;

(d) if a Commodity Index is not published on a Trading Day for any reason other than that Trading Day being a Market Disruption Day in respect of that Commodity Index, to calculate and provide to the Issuer a substitute value for that Commodity Index for that Trading Day and for each subsequent Trading Day for as long as the non-publication continues; and

(e) to make the determinations and calculations provided for in Condition 7.10(d)(ii).

14.2 The Calculation Agent is or will be required under each relevant Facility Agreement (or any calculation agency agreement entered into by it in connection therewith) to act in good faith and in a commercially reasonable manner and in accordance with its obligations set out in that Facility Agreement (or such calculation agency agreement). Subject thereto, in the absence of manifest error the determinations of the Calculation Agent are final and conclusive.

14.3 Where for the purposes of each Facility Agreement the Calculation Agent calculates a substitute value for a Commodity Index it is or will be required to adopt and follow the following principles in making that calculation:

(a) the substitute value shall be based on the Calculation Agent's determination of the fair market value at such time of the futures contracts underlying the Commodity Index based on factors the Calculation Agent deems relevant, including, but not limited to, prices in other commodity markets, any available electronic or after hours trading prices, related over-the-counter or other non-exchange based prices, implied prices that may be derived from other exchange traded instruments, and estimated fair values based on fundamental market information; and

(b) in determining the substitute value, the Calculation Agent shall have regard to relative movements in prices in other commodity futures markets for the same or similar commodities which were not affected by the Market Disruption Event or other event.

14.4 Where for the purposes of each Facility Agreement a substitute value for a Commodity Index is calculated by the Calculation Agent for a Trading Day, that substitute value shall be used in the calculation of the Price of Short or Leveraged Commodity Securities to which that Commodity Index is applicable for that Trading Day, in lieu of the Commodity Index. Where for the purposes of each Facility Agreement a substitute value for an Individual Commodity Index is calculated by the Calculation Agent for any time on any day for the purposes of the definition of "Exchange Index Value", "Out-of-Hours Index Value" or "Restrike Index Value" in each Facility Agreement, that substitute value shall be used for the purposes of the definition of "Exchange Index Value", "Out-of-Hours Index Value" or "Restrike Index Value" (as the case may be) in these Conditions as provided therein.

14.5 Where for the purposes of each Facility Agreement the Calculation Agent calculates a substitute value for an Individual Commodity Index as referred to in Condition 14.1(b), it is or will be required to adopt and follow the principles referred to in Condition 14.3 and the following principles in making that calculation:

(a) in respect of Out-of-Hours in respect of any Three Times Commodity Contract or Second Month Contract of any class and any General Trading Session, the Calculation Agent shall have regard to the liquidity or illiquidity of any relevant market during such Out-of-Hours; and

(b) in respect of any Three Times Commodity Commodity Contract of any class in respect of which the Relevant Exchange for the applicable Individual Commodity Index is the London Metal Exchange, the Calculation Agent shall also have regard to the price of the 3-month futures contract specified for the particular Constituent Metal (as such term is defined in the 'London Metal Exchange Rules And Regulations' as published by the London Metal Exchange (or its subsidiaries or any successor)) applicable to that class.

14.6 If the Issuer provides copies to the Trustee of determinations notified to the Issuer by the Calculation Agent and/or notifies the Trustee (or any other person) of determinations made by the Calculation Agent, but it shall do so on the express basis that:

(a) such copies and notifications are provided to the Trustee for information purposes only;

(b) neither the Trustee nor any holder or potential holder of Short or Leveraged Commodity Securities shall be entitled to rely as against the Calculation Agent upon any determination of the Calculation Agent; and

(c) no duty shall be owed by the Calculation Agent to the Trustee or any holder or potential holder of Short and Leveraged Commodity Securities in connection with any such determination.

15. ENFORCEMENT

15.1 In addition to any of the powers conferred on the Trustee pursuant to the Security Deed with respect to the Secured Property, the Trustee may at any time:

(a) after the occurrence of a Defaulted Obligation, at its discretion, and shall, if so directed in writing by the Security Holder to whom such Defaulted Obligation is owed, the Trustee having first been indemnified and/or secured to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing, take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any such obligation of the Issuer under the Trust Instrument and the security constituted by the Security Deed(s) in respect of the relevant Short and Leveraged Commodity Securities to which such Defaulted Obligation relates; and

(b) if a Counterparty Event of Default and/or an Issuer Insolvency Event has occurred and is continuing, at its discretion, and shall if so directed in writing by Security Holders holding not less than 25 per cent. by Price (as at the date of the last signature or, if no Price was determined on such date the most recently determined Price) of the affected Short and Leveraged Commodity Securities (as a whole) then outstanding or by an Extraordinary Resolution of the Security Holders holding affected Short or Leveraged Commodity Securities (as a single class), the Trustee having first been indemnified and/or secured to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing, take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any obligations of the Issuer under the Trust Instrument and the security constituted by the Security Deed(s) in respect of all affected and outstanding Short or Leveraged Commodity Securities and for this purpose (and Condition 15.3) "affected Short or Leveraged Commodity Securities" means, in the context of an Issuer Insolvency Event, all of them, and in the context of a Counterparty Event of Default, those Short or Leveraged Commodity Securities that are attributable to the Pool or Pools which include rights against that particular Commodity Contract Counterparty;

15.2 If the Trustee considers that the Issuer is in material breach of any of the covenants, undertakings and obligations (other than payment obligations) in the Trust Instrument and has not remedied the same within 30 calendar days of being required to do so by the Trustee, the Trustee may, but shall not be obliged to, give notice to all Security Holders of that fact. Prior to giving any such notice, the Trustee shall provide a copy of the proposed notice to the Issuer and shall include with the notice any statement of not more than 1,000 words prepared by the Issuer and provided to the Trustee for the purpose within 7 calendar days of receipt of the copy of the proposed notice referred to herein. In any such notice the Trustee may designate a Period (the ***Breach Redemption Period***) commencing on any General Trading Day until the date one month from such General Trading Day (inclusive) during which each Security Holder will be entitled to redeem all (but not some only) of the Short and Leveraged Commodity Securities held by it in the same manner as though there were no Authorised Participants. After the expiry of the Breach Redemption Period, the relevant breach shall be deemed waived without prejudice to the right of the Trustee to take action in the event of any subsequent such breach.

15.3 In the event that at any time during the Breach Redemption Period the right to Redeem Short or Leveraged Commodity Securities of any class pursuant to Condition 7.1(a) is suspended pursuant to Condition 7.18 or the right to Redeem Short or Leveraged Commodity Securities of any class is suspended pursuant to Condition 7.19, then the right to Redeem Short or Leveraged Commodity Securities of that class pursuant to Condition 15.2 shall be suspended in like manner and the provisions of Condition 7.18(c) or Condition 7.19(c) (as the case may be) shall apply *mutatis mutandis*. Upon the suspension ceasing under Condition 7.18 or Condition 7.19 (as the case may

be), the right to Redeem Short or Leveraged Commodity Securities of that class pursuant to Condition 15.2 shall resume and the Breach Redemption Period in respect of that class shall continue until the date one month from the date on which the suspension so ceased.

15.4 If a Counterparty Event of Default and/or an Issuer Insolvency Event is occurring at the same time as a Defaulted Obligation, a Security Holder holding affected Short and Leveraged Commodity Securities to whom a Defaulted Obligation is owed will not be entitled to require the Trustee to take action in accordance with Condition 15.1(a) until the expiry of 30 calendar days from the occurrence of the Counterparty Event of Default and/or Issuer Insolvency Event, nor shall he be so entitled if, during such period of 30 calendar days, the Trustee has elected, or been required, to take action in accordance with Condition 15.1(b).

15.5 Subject to Condition 15.7, only the Trustee may enforce the provisions of the Trust Instrument or the Security Deeds. Where the Trustee has elected or been directed to enforce the Issuer's obligations under the Trust Instrument and the security constituted by a Security Deed, the right of Security Holders to lodge a Redemption Form with the Issuer shall cease. Valid Redemption Forms lodged before the date the Trustee announces its intention to enforce the security (the ***Election Date***) will be Redeemed in the normal manner. The Price for all Short or Leveraged Commodity Securities of a particular class outstanding at the Election Date will be the average Redemption Amount of the remaining Short or Leveraged Commodity Securities of that class.

15.6 If the Trustee takes any action pursuant to Condition 15.1 with respect to any Short and Leveraged Commodity Securities to which a Defaulted Obligation relates, it shall give notice to the Issuer that such Short and Leveraged Commodity Securities in respect of which such action is taken are, and they shall become, due and payable at their Redemption Amount, calculated in accordance with Condition 7.1 (*Redemption Entitlement*).

15.7 No Security Holder will be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, fails to do so within a reasonable period and such failure is continuing, in which case any such Security Holder will have only such rights against the Issuer as those which the Trustee is entitled to exercise against or in relation to the Issuer.

16. APPLICATION OF MONEYS

All moneys received by the Trustee pursuant to the realisation of Secured Property in respect of a particular class of Short or Leveraged Commodity Securities shall be held by the Trustee upon trust, to apply them:

(a) FIRST in payment or satisfaction of all amounts then due to the Trustee and unpaid (including to its attorneys, managers, agents, delegates or other person appointed by the Trustee) under terms of the Trust Instrument, and to payment of any remuneration and expenses of any receiver and the costs of realisation of the security constituted by the relevant Security Deed;

(b) SECONDLY in or towards payment or performance *pari passu* and rateably of all amounts then due and unpaid and all obligations due to be performed and unperformed in respect of Short and Leveraged Commodity Securities of that class; and

(c) THIRDLY in payment of the balance (if any) to the Issuer (without prejudice to, or liability in respect of, any question as to how such payment to the Issuer shall be dealt with as between the Issuer and any other person).

17. RESTRICTIONS

So long as any Short and Leveraged Commodity Securities of a particular class are outstanding, the Issuer covenants in the Trust Instrument, *inter alia*:

(a) not to incur or permit to subsist in respect of any Pool any indebtedness for borrowed money other than Short and Leveraged Commodity Securities or Further Securities, and not to give any guarantee or indemnity in respect of indebtedness of any person, save in each case with the prior written consent of the Trustee;

(b) other than as permitted under the applicable Security Deed, not to dispose of any of the Secured Property or any interest therein, or to create any mortgage, pledge, charge, lien, or other form of encumbrance or security interest or right of recourse in respect thereof in favour of any person;

(c) not to undertake any business save for the issue and redemption of Short and Leveraged Commodity Securities, the acquisition and disposal of Commodity Contracts, the issue and redemption of Classic and Longer Dated Securities (and any other securities constituted by the Classic Trust Instrument) and the acquisition and disposal of Commodity Contracts (as defined in the Classic Trust Instrument) and in each case entering into the necessary documents and performing its obligations and exercising its rights thereunder;

(d) to use reasonable endeavours to ensure that at all times after the date three months following Listing there are at least two Authorised Participants and until then there is at least one Authorised Participant;

(e) not to issue any Short or Leveraged Commodity Securities of any class unless it has purchased Commodity Contracts with corresponding terms and in an aggregate matching Redemption Amount;

(f) not to maintain an office or other fixed place of business, nor to establish any permanent establishment, nor be or become tax resident, in any jurisdiction other than Jersey;

(g) not to make any election under U.S. federal income tax laws to be treated otherwise than as an association taxable as a corporation for U.S. federal income tax purposes;

(h) to undertake any business so as to seek to minimise the impact of taxation;

(i) to procure that the Pools are at all times maintained in a manner so that they are readily distinguishable from each other and from any other pool to which any other class of securities of the Issuer is attributable (including but not limited to any Pool (as defined for the purposes of the Classic and Longer Dated Trust Instrument)); and

(j) to exercise its rights in respect of any Collateral in any circumstance where such rights become exercisable and there are amounts due from the relevant Commodity Contract Counterparty and unpaid.

18. FURTHER SECURITIES; OTHER POOLS; TRANSFERS TO NEW POOLS; CONSOLIDATION AND DIVISION

18.1 Subject to its ability to create corresponding Commodity Contracts, the Issuer may (without the consent of the Security Holders) create and issue additional classes of undated limited recourse secured debt securities constituted by an instrument or deed supplemental to this Trust Instrument and may establish additional pools for the purposes of such securities and the Trustee shall join in such instrument or deed and thereupon such pool shall be a “Pool” for the purposes of the Trust Instrument and such securities shall be Short or Leveraged Commodity Securities for such purposes. Any such additional classes of Short and Leveraged Commodity Securities shall have recourse only to the Pool attributable to the relevant class and not to any other Pool. Other such securities created and issued by the Issuer under this Condition 18.1 may relate to different commodities than those in respect of which Short and Leveraged Individual Securities are initially issued, or involve the same commodities but different commodity indices, or be Short and Leveraged Index Securities involving different composite commodity indices, or have different Leverage Factors. Other such securities created by the Issuer under this Condition 18.1 may be created and issued subject to different terms and conditions in lieu of the Trust Instrument (including but not limited to different pricing mechanisms), to be determined by the Issuer. If other securities issued by the Issuer under this Condition 18.1 are subject to different terms and conditions in lieu of the Trust Instrument the Issuer shall publish those new conditions in its RIS announcement or in a prospectus or listing particulars or supplementary prospectus or supplementary listing particulars and on the Issuer’s Website.

18.2 The Issuer shall not accept Applications for, or issue, Short or Leveraged Commodity Securities of a new class under Condition 18.1 unless it has first (a) created corresponding Commodity Contracts under the terms of a Facility Agreement and (b) executed and delivered to the Trustee

a Security Deed assigning by way of security, for the benefit of the Trustee and the relevant Security Holders, the contractual rights of the Issuer under each commodity contract of the relevant class and creating a first floating charge, for the benefit of the Trustee and the relevant Security Holders, over the rights of the Issuer under that facility agreement (to the extent that it relates to such class), commodity contracts of that class created under it and any Guarantee supporting the obligations of the relevant Commodity Contract Counterparty to the Issuer to the extent that they apply to payments due in respect of that new class, for the benefit of the Trustee and the relevant Security Holders.

18.3 The Issuer may at any time (without the consent of the Security Holders and without giving prior notice) determine to divide any Pool (the ***Existing Pool***) by allocating some of the Secured Property attributable to that existing Pool to a new Pool (the ***New Pool***). If it determines to do so, the following shall apply:

(a) the Issuer may only transfer all (and not merely some) of the Commodity Contracts with any one Commodity Contract Counterparty attributable to that Pool;

(b) prior to or on the transfer becoming effective, the Issuer shall create undated limited recourse secured securities (***New Short or Leveraged Commodity Securities***) of a new class referable to the same Commodity Index and otherwise on the same terms as the Short or Leveraged Commodity Securities attributable to the Existing Pool (the ***Existing Short or Leveraged Commodity Securities***), each having a principal amount and Price determined in accordance with Condition 18.3(c) constituted by an instrument or deed on the same terms (*mutatis mutandis*) as the Trust Instrument (save that there shall be no obligation to procure Listing of the New Short or Leveraged Commodity Securities) and on terms that such New Short or Leveraged Commodity Securities shall have recourse only to the assets attributable to the New Pool, and (subject as provided in paragraph (e)) shall issue such New Short or Leveraged Commodity Securities to the Security Holders of the Existing Short or Leveraged Commodity Securities outstanding immediately prior to the transfer becoming effective on the basis of one New Short or Leveraged Commodity Security for each Existing Short or Leveraged Commodity Security then held. For this purpose (but subject as provided in paragraph (e)) any Short and Leveraged Commodity Security in respect of which a Defaulted Obligation has occurred and is continuing shall be treated as outstanding;

(c) the principal amount and Price of each New Short or Leveraged Commodity Security shall (subject as provided in paragraph (e)) be the proportion of the principal amount and Price respectively, of each Existing Short or Leveraged Commodity Security outstanding immediately prior to the transfer becoming effective (including any calculation made of the Price for that day in accordance with Condition 5) that the aggregate Price of the Commodity Contracts to be transferred bears to the aggregate Price of the Commodity Contracts attributable to the Existing Pool, and on the creation and issue of the New Short or Leveraged Commodity Securities becoming effective the principal amount and Price of each Existing Short or Leveraged Commodity Security shall be reduced accordingly;

(d) the Issuer shall enter into a Security Deed with the Trustee in relation to the assets attributable to the New Pool to secure the New Short or Leveraged Commodity Securities which shall be on the same terms (*mutatis mutandis*) as the Security Deed (the ***Existing Security Deed***) in relation to the Existing Pool, and the Trustee shall release the property to be transferred from the Existing Security Deed; and

(e) any valid Redemption Form received or deemed received prior to (and being in respect of Short or Leveraged Commodity Securities which have not by then been Redeemed and in respect of which the Redemption Amount has not been paid in accordance with Condition 9):

(i) in a case where in respect of the Existing Short or Leveraged Commodity Securities notice of a Compulsory Redemption Date has been given under Condition 8.2 prior to such division becoming effective, the date on which such notice of a Compulsory Redemption Date was given;

(ii) in a case where in respect of the relevant Existing Short or Leveraged Commodity Securities notice of a Compulsory Redemption Date has been given (either following the giving of notice by the Issuer to nominate a compulsory pricing date under a

Facility Agreement following a Counterparty Event of Default or the giving of notice by a Commodity Contract Counterparty to nominate a compulsory pricing date under its Facility Agreement as a result of a Guarantor Tax Event (as defined in any applicable Guarantee)) under Condition 8.1(a) prior to such division becoming effective, the date on which notice of the Compulsory Redemption Date was given;

(iii) in any other case where in respect of the relevant Existing Short or Leveraged Commodity Securities, notice of a Compulsory Redemption Date has been given prior to such division becoming effective, the Compulsory Redemption Date; and

(iv) in any other case, the date on which such division becomes effective,

and in each case being valid notwithstanding Condition 7.8(g) and Condition 8.4, shall have effect as if given in respect either of the Existing Short or Leveraged Commodity Securities or of the New Short or Leveraged Commodity Securities dependent upon the Commodity Contract Counterparty (the ***Relevant Counterparty***) to whom a Cancellation Notice (as defined in the Facility Agreement) (the ***Relevant Cancellation Notice***) had been delivered under a Facility Agreement for the purposes of the Redemption intended to be effected pursuant to such Redemption Form as determined in its absolute discretion by the Issuer. Accordingly:

(i) for the purposes of the calculations to be made in accordance with paragraph (c), Commodity Contracts the subject of all Relevant Cancellation Notices shall be excluded, and the principal amounts and Prices referred to therein shall be calculated as though all such Commodity Contracts had been terminated;

(ii) for the purposes of the calculations to be made in accordance with paragraph (c), Commodity Contracts that have been created for the purposes of an Application that has not been completed by the issue of Short or Leveraged Commodity Securities shall be excluded, and the principal amounts and Prices referred to therein shall be calculated as though all such Commodity Contacts had not been created; and

(iii) each Security Holder from whom such a Redemption Form in respect of Existing Short or Leveraged Commodity Securities was received or deemed received shall not be issued New Short or Leveraged Commodity Securities as provided in paragraph (b) and instead each of the Existing Short or Leveraged Commodity Securities to which such Redemption Form relates shall be divided into Existing Short or Leveraged Commodity Securities or New Short or Leveraged Commodity Securities as are attributable to the Pool to which Commodity Contracts with the Relevant Counterparty are attributable immediately following the transfer becoming effective, each such Existing Short or Leveraged Commodity Security ranking *pari passu* with and having the same principal amount and Price as the other Existing Short or Leveraged Commodity Securities of that class as reduced in accordance with paragraph (c) and each such New Short or Leveraged Commodity Security ranking *pari passu* with and having the same principal amount and Price as the other New Short or Leveraged Commodity Securities of that class, and each such Security Holder shall hold upon such division becoming effective such number as nearly as practicable (rounded down to the nearest whole number) of Existing Short or Leveraged Commodity Securities or New Short or Leveraged Commodity Securities (as the case may be) as has the same aggregate principal amount as had the Existing Short or Leveraged Commodity Securities in respect of which the Redemption Form related immediately prior to the division becoming effective.

18.4 Without prejudice to the foregoing, the Issuer may consolidate or divide all of the Short or Leveraged Commodity Securities of any class into Short or Leveraged Commodity Securities of the same class but with a proportionately larger or smaller Principal Amount and Price. Such consolidation or division shall be effected by deed or instrument supplemental to the Trust Instrument.

18.5 Whenever as a result of consolidation of Short or Leveraged Commodity Securities a Security Holder would become entitled to a fraction of a Short or Leveraged Commodity Security the Issuer will Redeem such fraction of a Short or Leveraged Commodity Security.

19. ISSUER'S ABILITY TO PURCHASE SHORT AND LEVERAGED COMMODITY SECURITIES

There is no restriction on the ability of the Issuer or any of its Affiliates to purchase or repurchase Short and Leveraged Commodity Securities.

20. LISTING

The Issuer covenants in the Trust Instrument to use its best endeavours to obtain and, so long as any of the Short and Leveraged Commodity Securities remain outstanding, maintain a Listing for the Short and Leveraged Commodity Securities or, if it is unable to do so having used such best endeavours or if the maintenance of such listing is agreed by the Trustee to be unduly onerous, use its best endeavours to obtain and maintain the quotation or listing of the Short and Leveraged Commodity Securities on such other stock exchange as it may (with the prior written approval of the Trustee) decide.

21. WAIVER, AUTHORISATION AND DETERMINATION; MEETINGS OF SECURITY HOLDERS

21.1 The Trustee may, without prejudice to its rights in respect of any subsequent breach, but only if and in so far as, in its opinion, the interests of the Security Holders shall not be materially prejudiced thereby, waive or authorise any breach or proposed breach by the Issuer of any of the covenants or provisions contained in these Trust Instruments or the Security Deeds, or determine that any Defaulted Obligation, Issuer Insolvency Event or Counterparty Event of Default shall not be treated as such *provided that* the Trustee shall not exercise any powers conferred on it by this Condition, (a) with respect to a Defaulted Obligation, in contravention of any express direction given by the Security Holder to whom such Defaulted Obligation is owed or (b) with respect to an Issuer Insolvency Event or any Counterparty Event of Default or any other breach or proposed breach by the Issuer of any of the covenants or provisions contained in the Trust Instrument, in contravention of any express direction given by Security Holders holding not less than 25 per cent. by Principal Amount (as at the date of the last signature) of the Short and Leveraged Commodity Securities (as a whole) then outstanding or an Extraordinary Resolution of the Security Holders (as a single class), but so that no such direction shall affect any waiver, authorisation or determination previously given or made. Any such waiver, authorisation or determination may be given or made on such terms and subject to such conditions (if any) as the Trustee may determine, shall be binding on the Security Holders and, if, but only if, the Trustee shall so require, shall be notified by the Issuer to the Security Holders as soon as practicable thereafter.

21.2 Security Holders in respect of any class or classes of Short and Leveraged Commodity Securities have power by Extraordinary Resolution, *inter alia*, to sanction the release of the Issuer from the payment of moneys payable pursuant to the Trust Instrument, to sanction any modification, abrogation or compromise of, or arrangement in respect of, their rights against the Issuer, to assent to any modification or abrogation of the covenants or provisions contained in the Trust Instrument proposed or agreed to by the Issuer and also to sanction other matters as provided therein. The Trust Instrument contains provisions relating to the convening of meetings by the Issuer or the Trustee and provides that, except in the case of an adjourned meeting, at least fourteen calendar days' notice (exclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given) of every meeting, including any meeting which is being convened for the purpose of passing an Extraordinary Resolution, shall be given to the Security Holders of the relevant class or classes. In the case of a meeting adjourned through want of a quorum, other than one convened at the requisition of Security Holders, at least seven calendar days' notice (exclusive as aforesaid) should be given unless the day, time and place for the adjourned meeting is specified in the notice convening the original meeting.

22. EXERCISE OF DISCRETIONS

The Trustee may exercise its discretions under the Trust Instrument separately in respect of each class of Short and Leveraged Commodity Securities, and any Further Securities in issue from time to time, and shall incur no liability for so doing.

23. PRESCRIPTION

The Trust Instrument does not provide for any prescription periods.

24. REMOVAL, RETIREMENT OR REPLACEMENT OF TRUSTEE

24.1 The Trustee may retire at any time without assigning any reason upon giving not less than three months' prior written notice to the Issuer and without being responsible for any Liabilities incurred by reason of such retirement. The Security Holders may by Extraordinary Resolution of the Security Holders (as a single class) appoint or remove any trustee or trustees for the time being of the Trust Instrument.

24.2 The Issuer will use its reasonable endeavours to appoint a new Trustee as soon as reasonably practicable after the Trustee gives notice to its retirement or being removed by Extraordinary Resolution. The retirement or removal of any Trustee shall not become effective until a successor trustee is appointed.

25. GOVERNING LAW AND JURISDICTION

The Conditions, the Short and Leveraged Commodity Securities and the Trust Instrument are governed by the laws of Jersey. The Security Deeds are governed by the laws of England. Notwithstanding the submission to the jurisdiction of the English courts contained in the Security Deeds, nothing prevents the Trustee from commencing proceedings in any other competent jurisdiction.

26. TRUSTEE'S LIABILITY

Save in the case of fraud, wilful misconduct or gross negligence, the Trustee (or any director, officer or employee of the Trustee) shall have no liability under the Trust Instrument for a breach of trust and save in such circumstances, no Trustee (and no director, officer or employee of the Trustee) in execution of the trusts and powers under the Trust Instrument, shall be liable for any loss arising by reason of any mistake or omission by him or by reason of any other matter or thing including fraud, wilful misconduct, gross negligence or default of another director, officer or employee or Trustee.

27. AMENDMENTS TO CONDITIONS

These Conditions may be amended as set out herein or by written agreement between the Issuer and the Trustee. Any amendment to these Conditions will, subject to Condition 28.7, be notified to Security Holders through an RIS announcement, and unless otherwise agreed by the Trustee shall not take effect until at least 30 calendar days following such announcement.

28. AMENDMENTS TO DOCUMENTS

28.1 Pursuant to the Trust Instrument, the Issuer covenants that it will not amend, vary, modify or supplement any of the Trustee Consent Documents without the prior written consent of the Trustee save where, in respect of a Facility Agreement, that amendment is at the election of the relevant Commodity Contract Counterparty to amend the terms of the Facility Agreement to substantially conform that Facility Agreement to another Facility Agreement entered into between the Issuer and another Commodity Contract Counterparty.

28.2 The Issuer may, without prejudice to Condition 28.4, by supplemental agreement or supplemental instrument or deed, as applicable, amend these Conditions, the Trust Instrument, any Security Deed(s) or any of the Trustee Consent Documents (in respect of Conditions (a), (d), (da), (e) and (f) below without the consent of the Trustee) and the Trustee agrees in the Trust Instrument to join in a supplemental agreement or supplemental instrument or deed as applicable accordingly, if one or more of the following applies:

(a) if the amendment is to substitute as debtor under a Facility Agreement or a Guarantee another person having an Acceptable Credit Rating;

(b) in the opinion of the Issuer and the Trustee the amendment is necessary or desirable and is not materially prejudicial to the rights of Security Holders;

(c) in the opinion of the Trustee, the amendment is of a formal, minor or technical nature or to correct a manifest or proven error;

(d) the amendment is to substitute a different commodity index for one or more of the Commodity Indices and consequential changes provided that:

(i) corresponding adjustments have been agreed with each of the Commodity Contract Counterparties that have Commodity Contracts outstanding that refer to the relevant Commodity Index or Commodity Indices;

(ii) the adjustments so agreed have the consequence that at the time of the substitution of the index there is no change to the aggregate Price of the Short or Leveraged Commodity Securities of that class or classes which are the subject of the substitution; and

(iii) the adjustments do not take effect until at least 30 calendar days have elapsed after they are announced to Security Holders in an RIS announcement;

(da) the Issuer certifies in writing to the Trustee (upon which certificate the Trustee may rely without any obligation to investigate or verify the position) (I) that the sole purpose and effect of the amendment and the adjustments referred to below is to substitute a different commodity index for the Individual Commodity Index for any class of Second Month Security and consequential changes which are necessary to give effect to such substitution; (II) that the proposed substituted commodity index relates to the same individual commodity as such Individual Commodity Index and is calculated based on a similar methodology as that used in the calculation of such Individual Commodity Index but the futures contracts constituting the Lead Future and the Next Future for the purposes of the calculation of such proposed substituted commodity index have different expiry dates to those used for the purposes of the calculation of such Individual Commodity Index; and (III) that the following conditions have been or will be satisfied:

(i) corresponding adjustments have been agreed with each of the Commodity Contract Counterparties that have Commodity Contracts outstanding that refer to the relevant Individual Commodity Index;

(ii) the adjustments so agreed have the consequence that at the time of the substitution of the index there is no change to the aggregate Price of the Second Month Securities of the relevant class; and

(iii) the adjustments do not take effect until at least the fifth Business Day following the day on which they are announced to Security Holders in an RIS announcement;

(e) the Issuer or the Trustee determines in its discretion that the amendment would affect the holders of different classes of Short or Leveraged Commodity Securities differently and the terms of the amendment are authorised by separate Extraordinary Resolutions of the holders of each class of Short or Leveraged Commodity Security affected passed in accordance with the Trust Instrument;

(f) Condition (e) above does not apply to the amendment and the terms of the amendment are authorised by an Extraordinary Resolution of the Security Holders (as a single class) passed in accordance with the Trust Instrument; or

(g) the terms of the amendment are necessary or desirable in the opinion of the Issuer and the Trustee to comply with any statutory or other requirement of law (including as modified or applied in any respect to the Short and Leveraged Commodity Securities) or any Listing Rules or to rectify any inconsistency, technical defect, manifest error or ambiguity in the terms of the Trust Instrument or such Conditions, Security Deed or Trustee Consent Document.

28.3 In the case of an amendment to a Facility Agreement, the amendment may not take effect for at least 30 calendar days (or five Issuer Business Days if the amendment is to be made pursuant to an obligation in the Facility Agreement to negotiate in good faith following notice being given by either party thereto of the occurrence of a Material Adverse Change (as defined therein), following publication of a notice thereof through a RIS and the Issuer shall not agree to any such amendment unless it does not take effect until such period has elapsed.

28.4 Conditions 28.2 and 28.3 shall not apply to any amendment to the terms of a Facility Agreement

which, under the terms thereof, is automatic or at the election of the relevant Commodity Contract Counterparty in the circumstances described in Condition 28.1.

28.5 The Issuer shall notify all Security Holders of a proposed amendment as referred to in Condition 28.2(a) by publishing a notice on a RIS at least 30 calendar days' prior to such amendment becoming effective.

28.6 The Issuer shall notify all Security Holders of a proposed amendment as referred to in Conditions 28.2(e) and 28.2(f) by publishing a notice on a RIS as soon as practicable after such amendment is proposed and in any event, upon such amendment becoming effective.

28.7 No notice need be given of any amendment as referred to in Conditions 28.2(b), (c) or (g) or 28.4 unless the Trustee otherwise requires.

29. NOTICES

29.1 Except as provided below, all notices required or permitted to be given to Security Holders, the Issuer or the Registrar under the Trust Instrument or pursuant to any other Document must be in writing in English.

29.2 All notices required or permitted to be given to a Security Holder under the Trust Instrument or pursuant to any other Trustee Consent Document shall be made by publication through a RIS where required under the terms of such document, but otherwise may be given by publication on the Issuer's Website.

29.3 All notices required to be given by the Issuer to Security Holders under the Trust Instrument or otherwise shall be given in writing, except to the extent that the notice relates to a meeting of Security Holders where, in relation to any Short and Leveraged Commodity Securities which are held in Uncertificated Form, the directors may from time to time permit notices of Security Holder meetings to be made by means of an electronic communication in the form of an Uncertificated Notice of Meeting in such form and subject to such terms and conditions as may from time to time be prescribed by the directors (subject always to facilities and requirements of CREST) and may in similar manner permit supplements, or amendments, to any such Uncertificated Notice of Meeting to be made by like means.

29.4 Any Pricing Notice shall be sent by fax to the Issuer's primary fax number, as follows:

Fax: +44 1534 825 335

or such other fax number as may be published on the Issuer's Website, and confirmed by email to the following email address:

Email: infoeu@wisdomtree.com.

29.5 Any Pricing Notice shall be deemed to have been received upon sending, subject to confirmation of uninterrupted and error-free transmission by a transmission report.

29.6 Any General Notice to be given to the Issuer shall be sent to the Issuer's primary fax number set out above or delivered by hand, sent by prepaid recorded delivery or registered post (or registered airmail in the case of an address outside the United Kingdom), to the following address:

Name: WisdomTree Commodity Securities Limited

Address: Ordnance House, 31 Pier Road
St. Helier, Jersey JE4 8PW
Channel Islands

Attention: WisdomTree Team

Fax number: +44 1534 825 335

or such other address as may be published for the Issuer on the Issuer's Website.

29.7 Any General Notice shall, in the absence of earlier receipt, be deemed to have been received as follows:

(a) if delivered by hand, at the time of actual delivery; or

(b) if sent by prepaid recorded delivery or registered post (or registered airmail in the case of

an address outside the United Kingdom), on the date it is delivered or its delivery is attempted.

30. PAYMENT PROVISIONS

30.1 All monies payable by the Issuer in respect of Short and Leveraged Commodity Securities shall be paid in US Dollars in full cleared and immediately available funds.

30.2 All monies payable by the Issuer on the Redemption of any Short and Leveraged Commodity Securities (including, without limitation, any interest payable under Condition 10.2) shall be paid in full, free and clear of and without any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political sub-division thereof or any authority thereof having power to tax, unless such deduction or withholding is required by law to which the person making the payment is subject.

30.3 Where a day on which a payment would otherwise be due and payable is not a Business Day, such payment shall be due and payable by the payer on the next following Business Day."

PART 8
PARTICULARS OF SECURITY DEEDS

The Issuer and the Trustee have entered into 71 Security Deeds (one per class in the case of the Two Times Leveraged Commodity Securities and One Times Short Commodity Securities of each class and one in respect of all classes of Three Times Commodity Securities), in each case creating a first-ranking floating charge over the Secured Property attributable to the relevant class for the benefit of the Trustee and the Security Holders of the Short or Leveraged Commodity Securities of that class.

The particulars of the Security Deeds as set out below are taken from the Security Deeds and are, therefore, drafted in legal language. Certain terms used below are defined in the Security Deeds. Detail on how the provisions of the Security Deeds impact upon Security Holders is contained throughout this Prospectus including under the headings "Security Structure" in Part 1 (*General*) and "Security" in Part4 (*Description of Short and Leveraged Commodity Securities*).

The Security Deeds contain, *inter alia*, provisions to the following effect:

1. Charge

(a) *Charge:* The Issuer as continuing security for the payment or discharge of all sums owing by or obligations of the Issuer to the Trustee or the Security Holders from time to time under the applicable class of Short or Leveraged Commodity Securities, the Trust Instrument or the relevant Security Deed (the "**Secured Liabilities**"), grants a first ranking floating charge to the Trustee for the benefit of itself and the Security Holders of that class of Short or Leveraged Commodity Securities over all the Issuer's rights, title and interest, present and future, in and to the relevant Secured Property.

(b) *Assignment by way of Security:* The Issuer as further security for the Secured Liabilities assigns absolutely to the Trustee all of its present and future rights, title and interest in the Facility Agreement, the Security Agreement and the Control Agreement in so far as it pertains to the relevant Pool.

2. Enforcement

(a) The Security created by the Security Deed shall become enforceable if (a) a Defaulted Obligation has occurred and is continuing, or (b) an Issuer Insolvency Event has occurred and is continuing, or (c) a Counterparty Event of Default has occurred and is continuing or (d) any event by which the security under the Security Agreement becomes enforceable has occurred and is continuing.

(b) In addition to any of the powers conferred on the Trustee pursuant to the Trust Instrument with respect to the Secured Property the Trustee may at any time:

(i) after the occurrence of a Defaulted Obligation, at its discretion, and shall, if so directed in writing by the Relevant Security Holder to whom such Defaulted Obligation is owed, the Trustee having first been indemnified and/or secured to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing, take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any such obligation of the Issuer under the Trust Instrument and the security constituted by the Security Deed in respect of the Relevant Securities to which such Defaulted Obligation relates;

(ii) if a Counterparty Event of Default and/or an Issuer Insolvency Event has occurred and is continuing, at its discretion, and shall if so directed in writing by Security Holders holding not less than 25 per cent. by Price (as at the date of the last signature or, if no Price was determined on such date the most recently determined Price) of the affected Short and Leveraged Commodity Securities (as a whole) then outstanding or an Extraordinary Resolution of the Security Holders holding affected Short or Leveraged Commodity Securities (as a single class), the Trustee having first been indemnified and/or secured to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing, take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any obligations of the Issuer under the Trust Instrument and the security constituted by the Security Deed in respect of all outstanding affected Relevant Securities and for this purpose and paragraph (iii) "affected" Short and Leveraged Commodity Securities or "affected" Relevant Securities means, in the context of an Issuer Insolvency Event, all of them, and in the context of a Counterparty Event of Default or (in

paragraph (iii)) a Counterparty Insolvency Event, those Short and Leveraged Commodity Securities (or Relevant Securities, if any) that are attributable to the Pool or Pools which include rights against that particular Commodity Contract Counterparty; and

(iii) where a Counterparty Event of Default and/or an Issuer Insolvency Event is occurring at the same time as a Defaulted Obligation, a holder of Relevant Securities to whom a Defaulted Obligation is owed will not be entitled to require the Trustee to take action as described in paragraph (i) until the expiry of 30 days from the occurrence of the Counterparty Event of Default and/or Issuer Insolvency Event, nor shall he be so entitled if, during such period of 30 days, the Trustee has elected, or been required, to take action as described in paragraph (ii).

3. Permitted Variations

The Issuer may amend, vary, modify or supplement (a "**Permitted Variation**") (i) the schedules to any Facility Agreement other than schedules 1, 11 and 12, (ii) the definitions of "Eligible Collateral", "Issuer Concentration Limit", "Jurisdiction Limit", "Valuation Percentage" and "Value" in any Security Agreement and the Collateral Schedule as defined therein and (iii) any Control Agreement, in each case without the consent of the Trustee.

Immediately upon making a Permitted Variation pursuant to the foregoing, the Issuer shall notify the Trustee thereof and shall, if so required by the Trustee, notify the Security Holders thereof by publishing a notice on a RIS.

4. Governing Law

The Security Deeds are governed by the laws of England. Notwithstanding the submission to the jurisdiction of the English courts contained in the Security Deeds, nothing prevents the Trustee from commencing proceedings in any other court of competent jurisdiction.

PART 9

COMMODITIES, COMMODITY AND FUTURES MARKETS AND EXCHANGES

Commodities Overview

The websites referred to in this "Commodities Overview" section do not form part of the Prospectus.

Aluminium

Aluminium is the third most abundant element in the Earth's crust, and weighs about one-third as much as steel or copper. It is malleable, ductile, easily machined and cast, and has excellent corrosion resistance and durability. Aluminium is used in transportation (automobiles, airplanes, trucks, railcars, marine vessels), packaging (cans, foil), construction (windows, doors, siding), consumer durables (appliances, cooking utensils), electrical transmission lines, and machinery. The primary raw material used for aluminium production is aluminium ore, most commonly known as bauxite. Bauxite, which occurs mainly in tropical areas, is refined into alumina and then electrolytically reduced into aluminium metal. Two to three metric tons of bauxite is required to produce one metric ton of alumina; two metric tons of alumina are required to produce one metric ton of aluminium metal.

A more detailed description including historical data of the aluminium industry can be found at http://www.world-aluminium.org/, which is updated from time to time by the International Aluminium Institute.

Brent Crude

Brent crude is one of the varieties of crude oil, as described under the heading "Crude Oil" below, and is sourced in the North Sea. Brent crude production has been in decline since 1999, and in order to avoid pricing distortions regarding quality and quantity of production for the benchmark, energy consultant Platts began to combine Brent Crude with other varieties of crude oil. The Brent crude oil benchmark is currently a blend of Brent Crude, Forties, Ecofisk, and Oseberg (BFOE) varieties of crude oil that are also produced in the North Sea.

Cocoa

Cocoa grows on cocoa trees, which are generally found in rainforests and in countries near the Equator. Hot and humid conditions are essential for the development of cocoa trees. There are two kinds of cocoa beans: "fine" or "flavour" beans, and "bulk" or "ordinary" beans. The latter has dominated most of the world's cocoa production over the past 5 decades. Historically, cocoa is regarded as a stimulant due to its high calorific content. More recently, it has been found that cocoa contains a high level of flavonoid which is beneficial to cardiovascular health. Asides from human consumption, cocoa has also been used in the manufacture of pet food since the mid-2000s. Subsequent to cocoa being exported outside South America in the 16th century, it has gained more importance globally as 50 million people depend on cocoa for their livelihood. 70 per cent. of cocoa is produced in West Africa and more than 70 per cent. of the global cocoa supply is provided by small farm owners.

A more detailed description including historical data of the cocoa industry can be found at http://www.icco.org, which is updated from time to time by the International Cocoa Organization.

Coffee

The coffee plant produces its first full crop of beans at about 5 years old and then is productive for about 15 years. Coffee is generally classified into two types of beans — arabica and robusta. The most widely produced coffee is arabica, which is typically grown at high altitudes and makes up approximately 70 per cent. of world production. Brazil and Colombia are the largest producers of Arabica coffee. Robusta coffee, the stronger of the two types, is typically grown at lower altitudes in West and Central Africa, South-East Asia and partly Brazil. About 12-20 kg of export ready coffee is produced from every 100 kg of coffee beans harvested. Seasonal factors have a significant influence on coffee prices, which are often subject to upward spikes in June, July and August due to freeze scares in Brazil during the winter months in the Southern Hemisphere.

A more detailed description including historical data of the coffee industry is updated from time to time by the United States Department of Agriculture (http://www.usda.gov) and the International Coffee Organization (http://www.ico.org).

Copper

Copper is one of the most widely used industrial metals because it is an excellent conductor of electricity, has strong corrosion-resistance properties, and is very ductile. It is also used to produce the alloys of brass (a copper-zinc alloy) and bronze (a copper-tin alloy), both of which are far harder and stronger than pure copper. Electrical uses of copper including power transmission and generation, and electronic equipment account for about 65 per cent. of total copper usage. Copper is biostatic, meaning that bacteria will not grow on its surface, and is therefore used in air-conditioning systems, food processing surfaces, and doorknobs to prevent the spread of disease. Building construction is the single largest market for copper, followed by industrial applications, power utility, diverse, consumer and general products and automotive.

A more detailed description including historical data of the copper industry can be found at http://www.icsg.org, which is updated from time to time by the International Copper Study Group.

Corn

Corn is a hardy plant that grows in many different areas of the world, and is a native grain of the American continents. Corn is used primarily as livestock feed; it is also used in alcohol additives for gasoline, adhesives, corn oil for cooking and margarine, sweeteners, and as a food for humans.

A more detailed description including historical data of the corn industry can be found at http://www.usda.gov, which is updated from time to time by the United States Department of Agriculture.

Cotton

Cotton accounts for around one third of total world fibre production. It is used in a wide range of products from clothing to home furnishings to medical products. The weight of cotton is typically measured in terms of a “bale”, which is deemed to weigh 480 pounds. The value of cotton is determined according to the staple, grade, and character of each bale. Staple refers to short, medium, long, or extra-long fibre length, with medium staple accounting for about 70 per cent. of all U.S. cotton. Grade refers to the colour, brightness, and amount of foreign matter. Character refers to the fibre’s diameter, strength, body, maturity (ratio of mature to immature fibres), uniformity, and smoothness.

A more detailed description including historical data of the cotton industry can be found at http://www.usda.gov, which is updated from time to time by the United States Department of Agriculture.

Crude Oil

According to the Energy Information Administration (EIA), over the past several decades oil has been the world’s foremost source of primary energy consumption. Many varieties of crude oil are produced around the world, each with their own price; the characteristics of each variety depend largely on the particular crude oil’s geological history. Because there are so many varieties, crude oils are priced and traded relative to well known benchmarks (called markers). Two of these benchmarks dominate world crude oil futures trading, namely Brent Crude, futures contracts for which are traded in London on the ICE Futures Market, and West Texas Intermediate (WTI) Light Sweet Crude, futures contracts for which are traded on NYMEX. Crude oil prices are influenced by a complex interaction of underlying supply and demand factors, political dynamics and increasingly developed spot, term and futures trading. Therefore these prices tend to be highly volatile. The behaviour of the Organization of the Petroleum Exporting Countries (OPEC) is often the key to price developments in the world crude oil market.

A more detailed description including historical data of the crude oil industry is updated from time to time on the BP Statistical Review of World Energy published on BP website (http://www.bp.com) and the International Energy Outlook published by the Energy Information Administration (http://www.eia.doe.gov).

Gas Oil

Gas Oil has the same chemical composition as the diesel fuel used in cars but is cheaper as it is rebated for use in construction, agriculture and heating among other commercial applications. A red dye is typically added to it to differentiate it with diesel and there are restrictions around its use an alternative

to diesel in private vehicles. Heavy machines such as cranes, bulldozers and generators are the main users of gas oil.

A more detailed description including historical data of the gas oil industry is updated from time to time on the BP Statistical Review of World Energy published on BP website (http://www.bp.com) and the International Energy Outlook published by the Energy Information Administration (http://www.eia.doe.gov).

Gasoline

Gasoline is primarily used as a fuel for internal-combustion engines. Crude oil is the most economical source of gasoline, and refineries turn over 40 per cent. of every barrel of crude oil into gasoline. The three basic steps to all refining operations are the separation process (separating crude oil into various chemical components), conversion process (breaking the chemicals down into molecules called hydrocarbons), and treatment process (transforming and combining hydrocarbon molecules and other additives). Octane is a measure of a gasoline's ability to resist pinging or knocking noise from the engine. Additional refining steps are needed to increase the octane level, which increases the retail price.

A more detailed description including historical data of the gasoline industry is updated from time to time on the BP Statistical Review of World Energy published on BP website (http://www.bp.com) and the International Energy Outlook published by the Energy Information Administration (http://www.eia.doe.gov).

Gold

Three factors set gold apart as an investment from most other commodities: it is indestructible; it is fungible; and the inventory of above-ground stocks is enormous relative to the supply flow. Additionally, the liquidity and size of the gold market is unrivalled within the commodities markets. Gold trading on the global market consists of transactions in spot, forwards, and options and other derivatives on the over-the-counter (OTC) market, together with exchange-traded futures and options. The OTC market trades on a 24-hour per day continuous basis and accounts for most global gold trading.

A more detailed description including historical data of the gold industry can be found at http://www.gold.org, which is updated from time to time by the World Gold Council.

Heating Oil

Heating oil is a heavy fuel oil that accounts for approximately 25 per cent. of the yield from a barrel of crude oil, the second largest cut after gasoline. Heating oil prices are highly correlated with crude oil prices, although heating oil prices are also subject to swift supply and demand shifts due to weather changes or refinery shutdowns. The primary use for heating oil is residential space heating.

A more detailed description including historical data of the heating oil industry is updated from time to time on the BP Statistical Review of World Energy published on BP website (http://www.bp.com) and the International Energy Outlook published by the Energy Information Administration (http://www.eia.doe.gov).

Kansas Wheat

Kansas wheat refers to the hard red winter variety whose futures are traded on the Kansas City Board of Trade. Hard red winter wheat is primarily used for bread making and accounts for about 40 per cent. of US wheat production. Winter Wheat is planted in the winter. Hard Red Winter Wheat is grown predominantly in Kansas, Nebraska, Oklahoma, and the Texas panhandle. The cold, sub zero winters and the general lack of precipitation make these regions of the country ideal for hard red winter wheat production.

A more detailed description including historical data of the wheat industry can be found at http://www.ers.usda.gov/topics/crops/wheat.aspx , which is updated by the United States Department of Agriculture. A more detailed description of Kansas wheat futures contracts can be found at http://www.cmegroup.com/trading/agricultural/grain-and-oilseed/kc-wheat.html, which is updated by the Kansas City Board of Trade.

Lead

Lead is soft, ductile, and highly resistant to corrosion. It has been used for more than 7,000 years and is easy to extract, usually being found in ore with zinc, silver, and copper. Lead's high corrosion resistance makes it ideal for buildings; the high density makes it an effective barrier to radiation in hospitals and helps reduce noise in factories as well as in ships. 80 per cent. of lead's end use is for lead-acid batteries to provide power in vehicles and emergency power. At least three-quarters of all lead used goes into products which are suitable for recycling and the recovery of lead from scrap requires much less energy than extracting from ore, which is why lead has the highest recycling rate of all the common non-ferrous metals. Over 50 per cent. of lead consumed is derived from recycled or re-used material.

A more detailed description including historical data of the lead industry is updated from time to time on the International Lead and Zinc Study Group website (http://www.ilzsg.org).

Lean Hogs

Hogs are generally bred twice a year in a continuous cycle designed to provide a steady flow of production. The time from birth to slaughter is typically six months. Hogs are ready for slaughter at about 254 pounds, producing an average of 89 pounds of lean meat. The lean meat consists of 21 per cent. ham, 20 per cent. loin, 14 per cent. belly, 3 per cent. spareribs, 7 per cent. butt roast and blade steaks, and 10 per cent. picnic, with the remaining 25 per cent. going into miscellaneous cuts and trimmings. Hogs are produced in three types of operations: feeder pig producers raise pigs from birth to about 10-60 pounds, and feeder pig finishers grow them to slaughter weight; alternatively, farrow-to-finish operations raise hogs from birth to slaughter weight.

A more detailed description including historical data of the lean hog industry can be found at http://www.usda.gov, which is updated from time to time by the United States Department of Agriculture.

Live Cattle

The cattle and beef industry is divided into two production sectors: cow-calf operations and cattle feeding. Cow-calf operations — The cattle and beef industry begins with the cow-calf operation, which breeds the new calves. Cow-calf operations are typically located on land not suited or needed for crop production. These operations are dependent upon range and pasture forage conditions, which are in turn dependent upon variations in the average level of rainfall and temperature for the area. Herds of cows are bred in the summer, thus producing the new crop of calves in spring. Calves are weaned from the mother after 6-8 months; they spend the next 6-10 months in a "stocker" operation where they grow to 600-800 pounds or near full-size, after which point they are sent to a feedlot and become "feeder cattle".

Cattle feedlots — Cattle feedlots produce high-quality beef by feeding grain and other concentrates for about five months. The animal is considered "finished" when it reaches full weight and is ready for slaughter, typically around 1,200 pounds, and then is sold for slaughter to a meat packing plant.

A more detailed description including historical data of the live cattle industry can be found at http://www.usda.gov, which is updated from time to time by the United States Department of Agriculture.

Natural Gas

Natural gas is a fossil fuel in gaseous form that is colourless, shapeless, and odourless in its pure form. It is a mixture of hydrocarbon gases formed primarily of methane; it is combustible, clean burning, and gives off a great deal of energy. Natural gas is produced from wells around the world and it is normally transported via pipeline. When pipeline transport is not feasible (e.g. over long distances), the natural gas is turned into a liquid (also called "Liquefied Natural Gas" or LNG) by super-cooling and transported as a liquid on tankers before being warmed up and turned into a gas upon arrival at the delivery port. Natural gas is used primarily for heating and generating electricity by industries such as pulp and paper, metals, chemicals, petroleum refining, stone, clay and glass, plastic, and food processing.

A more detailed description including historical data of the natural gas is updated from time to time on the BP Statistical Review of World Energy published on BP website (http://www.bp.com) and the International Energy Outlook published by the Energy Information Administration (http://www.eia.doe.gov).

Nickel

Nickel is a hard, malleable, ductile metal that can take on a high polish. Nickel is also a fair conductor of heat and electricity. Approximately 65 per cent. of nickel is used to manufacture stainless steel and 20 per cent. in other steel and non-ferrous (including "super") alloys, often for highly specialised industrial, aerospace and military applications. About 9 per cent. is used in plating, and 6 per cent. in other uses including coins and a variety of nickel chemicals (e.g. rechargeable batteries). Nickel plating techniques are employed in applications such as turbine blades, helicopter rotors, extrusion dies, and rolled steel strip.

A more detailed description including historical data of the nickel industry can be found at http://www.insg.org, which is updated from time to time by the International Nickel Study Group.

Platinum

Platinum is soft, with a high resistance to corrosion and a high melting point, and is the most dense metal known. It is also a good oxidation catalyst, conductive and oxidation resistant. Traditionally, platinum is mainly used for jewellery, industrial usage, and autocatalysts. Investment demand for platinum has increased due to the creation of physical platinum backed exchange traded funds. Platinum together with palladium are the major metals used in gasoline and diesel autocatalysts. Other industrial demands include chemical, electrical, petroleum, glass, and dental uses.

A more detailed description including historical data of the platinum industry can be found at https://forms.thomsonreuters.com/gfms/, which is updated from time to time by GFMS Thomson Reuters.

Silver

Silver has been used for thousands of years in ornaments and utensils, for trade, and as the basis for many monetary systems. It is the most malleable and ductile of all metals with the exception of gold, and conducts heat and electricity better than any other metal. It is not very chemically active, although tarnishing occurs when sulphur and sulphides attack silver. Because silver is too soft in its pure form, a hardening agent, usually copper, is mixed into the silver. Most silver emerges as a by-product from mining; only 30 per cent. of output comes from mines where the main source of revenue is silver (primary silver mine). The term "sterling silver" means silver that contains at least 925 parts of silver per thousand (92.5 per cent.) and 75 parts (7.5 per cent.) of other metals, usually copper. Silver is used for jewellery, photography, electrical appliances, glass, and as an antibacterial agent for the health industry.

A more detailed description including historical data of the silver industry can be found at http://www.silverinstitute.org, which is updated from time to time by The Silver Institute.

Soybean Meal

Soybean meal is a by-product of soybean processing. Soybean meal is the most valuable component obtained from processing the soybean, ranging from 50 per cent. to 75 per cent. of its value. Livestock feeds account for 98 per cent. of soybean meal consumption, with the remainder used in human foods such as bakery ingredients and meat substitutes.

A more detailed description including historical data of the soybean industry can be found at https://www.ers.usda.gov/topics/crops/soybeans-oil-crops/, which is updated by the United States Department of Agriculture. A more detailed description of Chicago Board of Trade soybean meal futures contracts can be found at http://www.cmegroup.com/trading/agricultural/grain-and-oilseed/soybean-meal_contract_specifications.html, which is updated by the Chicago Board of Trade.

Soybean Oil

Soybean oil is the natural oil extracted from whole soybeans; approximately 19 per cent. of a soybean's weight can be extracted as crude soybean oil. It is mainly used in salad and cooking oil, bakery shortening, and margarine, as well as in a number of industrial applications, primarily because soy oil is cholesterol-free and high in polyunsaturated fat. Soybean oil is also used to produce inedible products such as paints, varnish, resins, and plastics. Worldwide, soybean oil is still the largest source of vegetable oil.

A more detailed description including historical data of the soybean oil industry can be found at http://www.usda.gov, which is updated from time to time by the United States Department of Agriculture.

Soybeans

Soybeans are used to produce a wide variety of food products because of their high protein content without many of the negative factors of animal meat. Processed soybeans are the largest source of protein feed and vegetable oil in the world. Popular soy-based food products include whole soybeans, soy oil for cooking and baking, soy flour, protein concentrates, isolated soy protein, soy milk and baby formula, soy yogurt, soy cheese, soy nut butter, soy sprouts, tofu and tofu products, soy sauce, and meat alternatives.

A more detailed description including historical data of the soybean industry can be found at http://www.usda.gov, which is updated from time to time by the United States Department of Agriculture.

Sugar

Sugar, also known as sucrose, is a member of the larger group of compounds called carbohydrates, and is characterised by a sweet taste. Sucrose occurs in the highest concentration in sugar cane and sugar beets, which are produced in over 100 countries around the world. About 75 per cent. of all sugar produced is processed from sugar cane, and the remainder from sugar beets. Raw sugar and refined sugar are two different products that are both traded internationally. Sugar beet producing countries export refined sugar, while sugar cane producing countries export either raw or refined sugar.

A more detailed description including historical data of the sugar industry can be found at http://www.usda.gov, which is updated from time to time by the United States Department of Agriculture.

Tin

Tin has been used in the production of bronze for at least 5,500 years. Tin is soft, pliable, resistant to corrosion and does not easily oxidise in the air. Therefore, it is widely used to coat other metals. The other important properties of tin are its low melting point, attractive appearance and the ability to readily form alloys with most other metals to create useful materials. Because of the softness of tin, it is seldom used in its pure form and is mainly combined with other metals. The end uses of tin are metal containers (19 per cent.), solders (16 per cent.), transportation (16 per cent.), construction (11 per cent.) and other applications (38 per cent.).

A more detailed description including historical data of the tin industry is updated from time to time on the United States Geological Survey (http://www.usgs.gov), the International Tin Association website (www.internationaltin.org).

Wheat

Wheat is a cereal grass that has been grown in temperate regions and cultivated for food since prehistoric times; it is currently widely produced across the world. Wheat is used mainly as a human food and supplies about 20 per cent. of the food calories for the world's population. The primary use for wheat is flour, but it is also used in brewing and distilling, and to make oil, gluten, straw for livestock bedding, livestock feed, hay or silage, newsprint, and other products.

Wheat here refers to the soft red winter variety whose futures are traded on the Chicago Board of Trade. Soft red winter wheat futures are the most actively traded wheat futures contract. Soft red winter wheat is used for cakes, cookies and crackers and accounts for 15 per cent. to 20 per cent. of US wheat production.

A more detailed description including historical data of the wheat industry can be found at http://www.ers.usda.gov/topics/crops/wheat.aspx , which is updated by the United States Department of Agriculture. A more detailed description of Chicago Board of Trade wheat futures contracts can be found at http://www.cmegroup.com/trading/agricultural/grain-and-oilseed/wheat_contract_specifications.html, which is updated by the Chicago Board of Trade.

Zinc

Zinc is never found in its pure state, but is rather produced from ores (primary zinc), or from scrap and residues (secondary zinc). Approximately three quarters of all zinc is consumed as metal, mainly as a coating to protect iron and steel from corrosion (galvanised metal), as alloying metal to make bronze and brass, as zinc-based die casting alloy, and as rolled zinc. The remaining quarter is consumed as zinc compounds mainly in the negative electrode in dry cell (flashlight) batteries, in the zinc-mercuric-

oxide battery cell typically used in watches, cameras, and other electronic devices, and as an antiseptic ointment in medicine. Zinc is also a necessary element for proper growth and development of humans, animals, and plants; it is the second most common trace metal, after iron, found naturally in the human body.

A more detailed description including historical data of the zinc industry is updated from time to time on the International Lead and Zinc Study Group website (http://www.ilzsg.org).

Futures Markets

Futures contracts are typically traded on organised exchanges in a wide variety of physical commodities (including petroleum products, metals, and grains) and financial instruments (such as stocks, bonds, and currencies). They are traded in two ways: either in an open outcry environment or through an electronic trading platform.

Futures contracts have standardised terms that are determined by the exchange, rather than by market participants. Standardised terms include: the amount of the commodity to be delivered (the contract size), delivery months, the last trading day, the delivery location or locations, and acceptable qualities or grades of the commodity. This standardisation enhances liquidity, by making it possible for large numbers of market participants to trade the same instrument. Most futures contracts (by volume) are liquidated prior to expiry to avoid physical delivery. The purpose of the physical delivery provision is to ensure convergence between the futures price and the cash market price (however some futures are only cash settled).

Futures trades that are made on an exchange are cleared through a clearing organisation (clearing house), which acts as the buyer to all sellers and the seller to all buyers. When an investor buys or sells a futures contract, they are technically buying from, or selling to, the clearing organisation rather than the party with whom they executed the transaction on the trading floor or through an electronic trading platform.

Futures traders are not required to put up the entire value of a contract. Rather, they are required to post a margin that is typically between 2 per cent. and 10 per cent. of the total value of the contract. Thereafter, the position is “marked to the market” daily. If the futures position loses value, the amount of money in the margin account will decline accordingly. If the amount of money in the margin account falls below the specified maintenance margin, the futures trader will be required to post additional margin to bring the account up the initial margin level. On the other hand, if the futures position is profitable, the profits will be added to the margin account. Because only a margin is required, this is known as an un-collateralised position. If 100 per cent. margin is deposited (earning interest), then this is known as a fully collateralised position and the return is known as a Total Return.

Futures exchanges and clearing houses in the United States are subject to regulation by the Commodity Futures Trading Commission (CFTC). Exchanges may adopt rules and take other actions that affect trading, including imposing speculative position limits, maximum price fluctuations and trading halts and suspensions, and requiring liquidation of contracts in certain circumstances.

Futures markets outside the United States are generally subject to regulation by comparable regulatory authorities. The structure and nature of trading on non-U.S. exchanges, however, may differ from this description.

Exchanges

CBOT (Chicago Board of Trade, now merged with CME)

CBOT is a leading futures and futures-options exchange located in Chicago. In its early history, the CBOT traded only agricultural commodities such as corn, wheat, oats and soybeans. Futures contracts at the Exchange evolved over the years to include non-storable agricultural commodities and non-agricultural products, including U.S. Treasury bonds and notes, 30-Day Federal Funds, stock indexes, and swaps. In 2007, CBOT merged with the Chicago Mercantile Exchange (“**CME**”), becoming the world’s largest financial exchange market.

CME (Chicago Mercantile Exchange)

CME is the largest futures exchange in the United States, and also owns and operates the largest futures clearing house in the world. CME products fall into five major areas: interest rates, equities, foreign exchange, agricultural commodities and alternative investments. Two forums are available for trading CME products: the long-standing open outcry trading floors and an electronic trading platform. The CME Clearing House guarantees, clears and settles every contract traded through the CME. In 2007, the CME merged with the Chicago Board of Trade (''**CBOT**"), becoming the world's largest financial exchange market.

LME (London Metal Exchange)

LME is the world's largest futures exchange for base and other metals. LME allows for cash trading, and offers hedging, worldwide reference pricing and storage for physical delivery of trades. Eleven companies have exclusive rights to trade by open outcry, and approximately 100 companies trade inter-office through the London Clearing House, which also clears London Stock Exchange trading. Trades are in futures, options and TAPOs (traded average price contracts, a form of Asian option). Commodities traded on LME include aluminium, copper, zinc, lead, nickel, tin, and aluminium alloy.

KCBT (Kansas City Board of Trade)

The Kansas City Board of Trade was founded in 1856 by a group of Kansas City merchants. It served a function similar to a Chamber of Commerce. Early trading at the exchange was primarily in cash grains. Today, hard red winter wheat futures are the mainstay of the Kansas City Board of Trade. Options on wheat futures were introduced in 1984, and record options volume was traded in 2002. In 2012 the CME Group acquired KCBT.

ICE Futures U.S.

ICE Futures U.S., formerly the New York Board of Trade ("**NYBOT**"), is a physical commodity futures exchange located in New York City. Its two principle divisions are the New York Coffee Sugar and Cocoa Exchange ("**CSCE**") and the New York Cotton Exchange ("**NYCE**"). In January 2007, NYBOT was acquired by ICE and renamed ICE Futures U.S.

NYMEX (The New York Mercantile Exchange, Inc.)

NYMEX, or The New York Mercantile Exchange, Inc., is the world's largest physical commodity futures exchange and is located in New York City. The exchange handles billions of dollars worth of energy products, metals, and other commodities being traded by open auction and electronically. Trading is conducted through two divisions, the NYMEX Division, home to the energy, platinum, and palladium markets; and the COMEX Division, on which all other metals trade. In 2008, NYMEX merged with CME Group.

PART 10

GLOBAL BEARER CERTIFICATES

The following is a non-binding English language translation of the form of Global Bearer Certificates. The definitive German language text, of which the following is a direct and accurate translation, of the form of the Global Bearer Certificates and the Conditions of the Global Bearer Certificates is set out in Annexes 1 and 2 of this document. In the event of an inconsistency between the definitive German language text of the form of the Global Bearer Certificates and the English translation, the former shall prevail.

Model Form of Global Bearer Certificate

(non-binding translation)

Global Bearer Certificate

for

• registered [see Annex 1] [Short Commodity][Leveraged Commodity] Securities

of

WisdomTree Commodity Securities Limited
(formerly ETFS Commodity Securities Limited)

Ordnance House, 31 Pier Road, St Helier, Jersey, Channel Islands, JE4 8PW

divided into securities with a principal amount of • [see Annex 1] each

As underlying stock for this Global Bearer Certificate the Clearstream Banking Aktiengesellschaft, Frankfurt am Main, Federal Republic of Germany (hereinafter referred to as "Clearstream"), is holding • registered [see Annex 1] [Short Commodity][Leveraged Commodity] Securities (hereinafter referred to as "Notes") of WisdomTree Commodity Securities Limited, Jersey, Channel Islands (hereinafter referred to as the "Company") constituted by a Trust Instrument dated 8 February 2008 between the Company and The Law Debenture Trust Corporation p.l.c. (hereinafter referred to as the "Trust Instrument") and secured as described therein and divided into securities with a principal amount of • [see Annex 1] each, registered in the name of Vidacos Nominees Limited, London, England, and held in a special Safe Custody Account with Citibank N.A., London, England. Each co-owner of this Global Bearer Certificate is entitled to demand at any time from Clearstream to arrange for the delivery and registration in the relevant Register of Security Holders, in his name or in the name of a third party designated by him of such number of Notes as corresponds to his share in this Global Bearer Certificate.

In respect of all further matters, the Conditions attached to this Global Bearer Certificate and forming an essential part thereof shall apply.

Frankfurt am Main, ...

CLEARSTREAM BANKING

AKTIENGESELLSCHAFT

Text of the Conditions of the Global Bearer Certificates

(non-binding translation)

Conditions of the Certificate

(non-binding translation)

1. This Global Bearer Certificate bears the signature of two managing directors, or one managing director and one holder of procuration, of the Clearstream Banking Aktiengesellschaft, Frankfurt am Main, Federal Republic of Germany (hereinafter referred to as "Clearstream").

2. Each co-owner of this Global Bearer Certificate is entitled to demand at any time from Clearstream the delivery and the registration in the relevant Register of Security Holders, in his name or in the name of a third party designated by him of such number of registered • [see Annex 1] [Short Commodity][Leveraged Commodity] Securities (hereinafter referred to as "Notes") of WisdomTree Commodity Securities Limited, Jersey, Channel Islands, England, (hereinafter referred to as the "Company") constituted by a Trust Instrument dated 8 February 2008 between the Company and The Law Debenture Trust Corporation p.l.c. (hereinafter referred to as the "Trust Instrument") and secured as described therein and divided into securities with a principal amount of • [see Annex 1] each, as corresponds to his co-ownership share in this Global Bearer Certificate. Such demand shall be made by the co-owner through his depositary bank to Clearstream, stating to whom the Notes shall be delivered, respectively, the address to which the certificate evidencing the registration shall be mailed by the Registrar.

   In addition to the delivery, respectively, transfer fee determined by Clearstream pursuant to § 315 of German Civil Code, the co-owner shall bear any expenses, taxes, fees or duties arising from such delivery resp. transfer and registration.

   The co-owners of this Global Bearer Certificate are not entitled to demand delivery of individual bearer certificates out of this Global Bearer Certificate.

3. As a rule, Clearstream shall convey to the co-owner, through his depositary bank and in proportion to his share in the Global Bearer Certificate, all rights arising from the Notes under the laws of England and Jersey, Channel Islands.

   Payments of capital, interests and/or other amounts due will be passed on by Clearstream to the co-owner. Furthermore, any terms and conditions announced by Clearstream shall apply.

   All payments to the co-owner shall be made in EURO, in accordance with the foreign exchange control regulations prevailing at the time, unless the co-owner has in time before the due date demanded payment in USD (United States Dollars).

4. As a rule, Clearstream shall not exercise voting rights arising in a noteholder meeting. On demand it shall cause a voting proxy to be issued to the co-owner or a third party indicated by him.

   The Company has undertaken to publish the agenda of any noteholder meeting as well as the conditions for participating in the meeting and exercising the voting rights before each meeting.

5. Should the issuance of the Global Bearer Certificate be subject at any time to any taxes, fees or duties in the Federal Republic of Germany or in Jersey, Channel Islands, the co-owners shall bear such taxes, fees or duties in proportion to their shares in the Global Bearer Certificate.

   Clearstream is entitled to divide among all co-owners in proportion to their co-ownership shares in the Global Bearer Certificate all taxes, fees and duties to which it may at any time be subject in the Federal Republic of Germany or in Jersey, Channel Islands, by the mere fact that it is holding the Notes.

6. If for any reason the Notes should be replaced by other notes or some other valuable, the co-owner's right to the Notes shall convert into a right to the relevant substitutes. In such event these Conditions shall apply *mutatis mutandis*.

7. Clearstream is entitled to substitute another entity for Citibank N.A., London, England, (hereinafter referred to as "Custodian") in its function as Custodian or Vidacos Nominees Limited, London, England, (hereinafter referred to as "Nominee") in its function as Nominee. In such event, Clearstream shall not be responsible for more than careful selection. This does not affect Clearstream's right to assume itself the functions of the Custodian or the Nominee. In the case where the Custodian or the Nominee are replaced, any reference to the Custodian or the Nominee in these Conditions shall be deemed to refer to the new Custodian or Nominee.

8. Should the Notes become good delivery on German stock exchanges in a way which would not require Clearstream's assistance in the present form or should the admission of the Notes in the form of co-ownership shares in the Global Bearer Certificate to trading and official quotation on German stock exchanges be withdrawn, Clearstream shall request from the co-owners instructions as provided for in Clause 2. paragraph 1 above. Should such instructions not be given within 3 months from the publication of the relevant request, Clearstream shall be entitled at its discretion to arrange for registration of the Notes in the name of the co-owner or a third party designated in its request and to deposit the relevant Notes at the co-owner's risk and expense with a depositary designated in its request. All obligations of Clearstream arising from the Global Bearer Certificate shall cease therewith.

9. All notices concerning the Global Bearer Certificate shall be published in at least one supraregional newspaper designated by the German stock exchanges to publish obligatory notices of each German stock exchange on which the Notes in form of co-ownership shares in the Global Bearer Certificate are traded and officially quoted.

10. The co-owners shall bear proportionately any prejudice or damage, whether economic or legal, which may affect the Notes held as underlying stock for the Global Bearer Certificate in consequence of *force majeure*, governmental decrees, war, riots, official action at home or abroad or any other circumstances beyond Clearstream's or the Custodian's control.

    Clearstream shall perform all its obligations arising from the Global Bearer Certificate with the due care of a proper merchant. If by reason of *force majeure*, governmental decrees, war, riots, official action at home or abroad or by any other circumstances beyond its control it is prevented from performing its obligations, it shall not be responsible.

    The Custodian and the Nominee are responsible towards Clearstream for the due performance of their functions. Any claims against the Custodian or the Nominee shall be pursued by Clearstream on the co-owners' behalf. Beyond that Clearstream shall only be responsible for careful selection of the Custodian and the Nominee.

11. Should any of these conditions be or become fully or partly invalid or impracticable, the other conditions shall remain unaffected. Any such invalid or impracticable condition shall be replaced in accordance with the intent and purpose of this contractual agreement.

12. All legal relations between the co-owner and Clearstream shall be governed by the laws of the Federal Republic of Germany. The exclusive court of venue shall be Frankfurt am Main.

13. Except where required by law, an alteration of these Conditions shall be permitted only insofar as it does not impair the rights of the co-owners.

Annex 1

Annex 1 may be amended from time to time if additional types of Notes are issued by WisdomTree Commodity Securities Limited under its multi-class Programme.

Type	Original ISIN (of the Notes)	LSE Code	Principal Amount (USD) at 7 July 2016
WisdomTree Aluminium 1x Daily Short (formerly ETFS 1x Daily Short Aluminium)	JE00B24DK421	SALU	$5.00000000
WisdomTree Cocoa 1x Daily Short (formerly ETFS 1x Daily Short Cocoa)	JE00B2NFT310	SCOC	$5.00000000
WisdomTree Coffee 1x Daily Short (formerly ETFS 1x Daily Short Coffee)	JE00B24DK538	SCFE	$5.00000000
WisdomTree Copper 1x Daily Short (formerly ETFS 1x Daily Short Copper)	JE00B24DK645	SCOP	$5.00000000
WisdomTree Corn 1x Daily Short (formerly ETFS 1x Daily Short Corn)	JE00B24DK751	SCOR	$5.00000000
WisdomTree Cotton 1x Daily Short (formerly ETFS 1x Daily Short Cotton)	JE00B24DK868	SCTO	$5.00000000
WisdomTree WTI Crude Oil 1x Daily Short (formerly ETFS 1x Daily Short WTI Crude Oil)	JE00B24DK975	SOIL	$5.00000000
WisdomTree Gasoline 1x Daily Short (formerly ETFS 1x Daily Short Gasoline)	JE00B24DKB91	SGAS	$5.00000000
WisdomTree Gold 1x Daily Short (formerly ETFS 1x Daily Short Gold)	JE00B24DKC09	SBUL	$5.00000000
WisdomTree Heating Oil 1x Daily Short (formerly ETFS 1x Daily Short Heating Oil)	JE00B24DKD16	SHEA	$5.00000000
WisdomTree Lead 1x Daily Short (formerly ETFS 1x Daily Short Lead)	JE00B2NFT088	SLEA	$5.00000000
WisdomTree Lean Hogs 1x Daily Short (formerly ETFS 1x Daily Short Lean Hogs)	JE00B24DKF30	SLHO	$5.00000000
WisdomTree Live Cattle 1x Daily Short (formerly ETFS 1x Daily Short Live Cattle)	JE00B24DKG47	SLCT	$5.00000000
WisdomTree Natural Gas 1x Daily Short (formerly ETFS 1x Daily Short Natural Gas)	JE00B24DKH53	SNGA	$5.00000000
WisdomTree Nickel 1x Daily Short (formerly ETFS 1x Daily Short Nickel)	JE00B24DKJ77	SNIK	$5.00000000
WisdomTree Platinum 1x Daily Short (formerly ETFS 1x Daily Short Platinum)	JE00B2NFT195	SPLA	$5.00000000
WisdomTree Silver 1x Daily Short (formerly ETFS 1x Daily Short Silver)	JE00B24DKK82	SSIL	$1.78
WisdomTree Soybean Oil 1x Daily Short (formerly ETFS 1x Daily Short Soybean Oil)	JE00B24DKL99	SSYO	$5.00000000
WisdomTree Soybeans 1x Daily Short (formerly ETFS 1x Daily Short Soybeans)	JE00B24DKP38	SSOB	$5.00000000
WisdomTree Sugar 1x Daily Short (formerly ETFS 1x Daily Short Sugar)	JE00B24DKQ45	SSUG	$1.85
WisdomTree Tin 1x Daily Short (formerly ETFS 1x Daily Short Tin)	JE00B2NFT203	STIM	$5.00000000
WisdomTree Wheat 1x Daily Short (formerly ETFS 1x Daily Short Wheat)	JE00B24DKR51	SWEA	$5.00000000
WisdomTree Zinc 1x Daily Short (formerly ETFS 1x Daily Short Zinc)	JE00B24DKS68	SZIC	$5.00000000
WisdomTree Agriculture 1x Daily Short (formerly ETFS 1x Daily Short Agriculture)	JE00B24DL056	SAGR	$5.00000000

Type	Original ISIN (of the Notes)	LSE Code	Principal Amount (USD) at 7 July 2016
WisdomTree Broad Commodities 1x Daily Short (formerly ETFS 1x Daily Short All Commodities)	JE00B24DKT75	SALL	$5.00000000
WisdomTree Energy 1x Daily Short (formerly ETFS 1x Daily Short Energy)	JE00B24DKV97	SNRG	$5.00000000
WisdomTree Grains 1x Daily Short (formerly ETFS 1x Daily Short Grains)	JE00B24DL387	SGRA	$5.00000000
WisdomTree Industrial Metals 1x Daily Short (formerly ETFS 1x Daily Short Industrial Metals)	JE00B24DKZ36	SIME	$5.00000000
WisdomTree Livestock 1x Daily Short (formerly ETFS 1x Daily Short Livestock)	JE00B24DL270	SLST	$5.00000000
WisdomTree Petroleum 1x Daily Short (formerly ETFS 1x Daily Short Petroleum)	JE00B24DKW05	SPET	$5.00000000
WisdomTree Precious Metals 1x Daily Short (formerly ETFS 1x Daily Short Precious Metals)	JE00B24DKY29	SPMT	$5.00000000
WisdomTree Aluminium 2x Daily Leveraged (formerly ETFS 2x Daily Long Aluminium)	JE00B2NFTC05	LALU	$1.23
WisdomTree Cocoa 2x Daily Leveraged (formerly ETFS 2x Daily Long Cocoa)	JE00B2NFV803	LCOC	$2.58
WisdomTree Coffee 2x Daily Leveraged (formerly ETFS 2x Daily Long Coffee)	JE00B2NFTD12	LCFE	$0.89
WisdomTree Copper 2x Daily Leveraged (formerly ETFS 2x Daily Long Copper)	JE00B2NFTF36	LCOP	$1.24
WisdomTree Corn 2x Daily Leveraged (formerly ETFS 2x Daily Long Corn)	JE00B2NFTG43	LCOR	$1.19
WisdomTree Cotton 2x Daily Leveraged (formerly ETFS 2x Daily Long Cotton)	JE00B2NFTH59	LCTO	$1.12
WisdomTree WTI Crude Oil 2x Daily Leveraged (formerly ETFS 2x Daily Long WTI Crude Oil)	JE00BDD9Q840	LOIL	$24.36
WisdomTree Gasoline 2x Daily Leveraged (formerly ETFS 2x Daily Long Gasoline)	JE00B2NFTK88	LGAS	$1.43
WisdomTree Gold 2x Daily Leveraged (formerly ETFS 2x Daily Long Gold)	JE00B2NFTL95	LBUL	$2.69
WisdomTree Heating Oil 2x Daily Leveraged (formerly ETFS 2x Daily Long Heating Oil)	JE00B2NFTM03	LHEA	$1.02
WisdomTree Lead 2x Daily Leveraged (formerly ETFS 2x Daily Long Lead)	JE00B2NFTZ32	LLEA	$0.69
WisdomTree Lean Hogs 2x Daily Leveraged (formerly ETFS 2x Daily Long Lean Hogs)	JE00B2NFTN10	LLHO	$0.45
WisdomTree Live Cattle 2x Daily Leveraged (formerly ETFS 2x Daily Long Live Cattle)	JE00B2NFTP34	LLCT	$2.39
WisdomTree Natural Gas 2x Daily Leveraged (formerly ETFS 2x Daily Long Natural Gas)	JE00BDD9Q956	LNGA	$19.19
WisdomTree Nickel 2x Daily Leveraged (formerly ETFS 2x Daily Long Nickel)	JE00BDD9QB77	LNIK	$11.70
WisdomTree Platinum 2x Daily Leveraged (formerly ETFS 2x Daily Long Platinum)	JE00B2NFV134	LPLA	$0.68
WisdomTree Silver 2x Daily Leveraged (formerly ETFS 2x Daily Long Silver)	JE00B2NFTS64	LSIL	$0.91
WisdomTree Soybean Oil 2x Daily Leveraged (formerly ETFS 2x Daily Long Soybean Oil)	JE00B2NFTT71	LSYO	$5.00000000
WisdomTree Soybeans 2x Daily Leveraged (formerly ETFS 2x Daily Long Soybeans)	JE00B2NFTV93	LSOB	$1.91

Type	Original ISIN (of the Notes)	LSE Code	Principal Amount (USD) at 7 July 2016
WisdomTree Sugar 2x Daily Leveraged (formerly ETFS 2x Daily Long Sugar)	JE00B2NFTW01	LSUG	$0.53
WisdomTree Tin 2x Daily Leveraged (formerly ETFS 2x Daily Long Tin)	JE00B2NFV241	LTIM	$2.68
WisdomTree Wheat 2x Daily Leveraged (formerly ETFS 2x Daily Long Wheat)	JE00BDD9QC84	LWEA	$8.064
WisdomTree Zinc 2x Daily Leveraged (formerly ETFS 2x Daily Long Zinc)	JE00B2NFTY25	LZIC	$0.88
WisdomTree Agriculture 2x Daily Leveraged (formerly ETFS 2x Daily Long Agriculture)	JE00B2NFT427	LAGR	$1.75
WisdomTree Broad Commodities 2x Daily Leveraged (formerly ETFS 2x Daily Long All Commodities)	JE00B2NFV571	LALL	$0.71
WisdomTree Grains 2x Daily Leveraged (formerly ETFS 2x Daily Long Grains)	JE00B2NFT757	LGRA	$1.73
WisdomTree Industrial Metals 2x Daily Leveraged (formerly ETFS 2x Daily Long Industrial Metals)	JE00B2NFV688	LIME	$1.36
WisdomTree Precious Metals 2x Daily Leveraged (formerly ETFS 2x Daily Long Precious Metals)	JE00B2NFV795	LPMT	$2.08
WisdomTree Softs 2x Daily Leveraged (formerly ETFS 2x Daily Long Softs)	JE00B2NFTB97	LSFT	$1.86

Please note that the Global Bearer Certificate has not been updated to reflect the updated names of the Issuer and the names of the Short and Leveraged Commodity Securities.

PART 11

PARTICULARS OF THE COMMODITY CONTRACT COUNTERPARTIES

A Particulars of MLI and BAC

MLI is BAC's largest operating subsidiary outside of the United States and was incorporated in 1988. MLI is a company incorporated in England and Wales (Registered Number: 2312079) and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number: 147150). MLI is a wholly owned subsidiary of ML UK Capital Holdings Limited and the ultimate parent of MLI is BAC. The registered address of MLI is 2 King Edward Street, London, EC1A 1HQ, United Kingdom.

MLI provides a wide range of financial services globally for business originated in the United Kingdom, Middle East and Africa, Asia Pacific and the Americas. The primary business activities of MLI are to act as a broker and dealer in equities and fixed income, currency and commodities financial instruments; investment banking advisory and underwriting services; and equity and fixed income research. MLI also provides a number of post trade related services to third party clients, including settlement and clearing services to third party clients.

The payment obligations of MLI under the MLI Facility Agreement, the MLI Security Agreement and the MLI Control Agreement shall be guaranteed by BAC.

BAC is a bank holding company and a financial holding company incorporated in the State of Delaware, United States. Through BAC's banking and various non-banking subsidiaries throughout the U.S. and in international markets, BAC serves individual consumers, small- and middle-market businesses, institutional investors, large corporations and governments with a full range of banking, investing, asset management and other financial and risk management products and services.

BAC's headquarters and principal executive offices are located at 100 North Tryon Street, Charlotte, NC 28255, United States. BAC's common stock is listed on the New York Stock Exchange. BAC has listed debt securities admitted to trading on the regulated market of a stock exchange, including the London Stock Exchange, and also on the Luxembourg Stock Exchange.

For the avoidance of doubt, the Short and Leveraged Commodity Securities issued under this Programme do not represent an obligation of or claim against, nor will they be insured or guaranteed by, BAC or any of its subsidiaries (including, but without limitation, MLI). Security Holders will have no recourse to BAC or MLI in respect of the Commodity Securities.

B Particulars of CGML and CGMH

CGML is a company registered in England and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. CGML was incorporated on 21 October 1983 as Stockrobe Limited and changed its name to Salomon Brothers International Limited on 1 February 1984 and to Citigroup Global Markets Limited on 7th April 2003. The registered address of CGML is Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom.

CGML has a major international presence as a dealer, market maker and underwriter in equity, fixed income and commodities, as well as providing advisory services to a wide range of corporate, institutional and government clients. It is headquartered in London and operates globally from the UK and its branches in Europe and the Middle East.

The payment obligations of CGML under the CGML Facility Agreement, the CGML Security Agreement and the CGML Control Agreement shall be guaranteed by CGMH.

CGMH is a corporation incorporated in the State of New York. CGMH, operating through its subsidiaries, engages in full-service investment banking and securities brokerage business. CGMH was incorporated in New York on 23 February 1977 and is the successor to Salomon Smith Barney Holdings Inc., a Delaware corporation, following a statutory merger effective on 1 July 1999, the purpose of which was to change the state of incorporation from Delaware to New York. On 7 April 2003 CGMH filed a Restated Certificate of Incorporation in the State of New York changing its name from Salomon Smith Barney Holdings Inc. to Citigroup Global Markets Holdings Inc.

CGMH's parent, Citigroup Inc. (Citigroup or Citi), is a global diversified financial services holding company whose businesses provide consumers, corporations, governments and institutions with a broad range of financial products and services. Citigroup has approximately 200 million customer accounts and does business in more than 160 countries and jurisdictions. Citigroup Inc. currently operates, for management reporting purposes, via two primary business segments: Citicorp, consisting of Citigroup Inc.'s Global Consumer Banking businesses (which consists of Regional Consumer Banking in North America, Europe, the Middle East and Africa, Asia and Latin America) and the Institutional Clients Group (Banking and Markets and Securities Services); and Citi Holdings, which consists of Brokerage and Asset Management, Local Consumer Lending, and a Special Asset Pool. There is also a third segment, Corporate/Other.

The principal offices of CGMH are located at 388 Greenwich Street, New York, New York 10013. CGMH has securities admitted to trading on the regulated market of Euronext Dublin, including as issuer of various series of notes issued under the Citi U.S.$10,000,000,000 Global Structured Note Programme.

For the avoidance of doubt, the Short and Leveraged Commodity Securities issued under this Programme do not represent an obligation of or claim against, nor will they be insured or guaranteed by, CGMH or any of its subsidiaries (including, but without limitation, CGML) (together, "Citi"). Security Holders will have no recourse to Citi in respect of the Commodity Securities.

The information on the Short and Leveraged Commodity Contract Counterparties and Guarantors in this Prospectus is based upon information made available to the Issuer by the Commodity Contract Counterparties and Guarantors.

PART 12

TAXATION

1. UK Taxation

(a) General

The following paragraphs summarise certain limited aspects of the UK taxation treatment of holding Short and Leveraged Commodity Securities. They are based on current UK law and HM Revenue & Customs practice, both of which are subject to change, possibly with retrospective effect. The following paragraphs relate to Security Holders who are within the charge to UK corporation tax, are UK resident individuals or who are UK open-ended investment companies or authorised unit trust schemes unless otherwise stated. The statements in this summary are intended only as a general guide, and should be treated with appropriate caution. Any person who is contemplating acquiring Short and Leveraged Commodity Securities (whether or not pursuant to the Programme), particularly if that person is subject to taxation in any jurisdiction other than the UK, is strongly recommended to consult their independent professional advisers immediately.

(b) The Issuer

The Directors intend that the affairs of the Issuer should be managed and conducted so that it should not become resident in the UK for UK taxation purposes. Accordingly, and provided that the Issuer does not carry on a trade in the UK through a permanent establishment situated therein for UK corporation tax purposes or through a branch or agency situated in the UK which would bring the Issuer within the charge to UK income tax, the Issuer will not be subject to UK corporation tax or income tax on income and capital gains arising to it. The Directors intend that the affairs of the Issuer are conducted so that no such permanent establishment, branch or agency will arise insofar as this is within their control, but it cannot be guaranteed that the conditions necessary to prevent any such permanent establishment, branch or agency coming into being will at all times be satisfied.

(c) Withholding Tax

No payments made by the Issuer to Security Holders are required to be made under deduction or withholding for or on account of UK tax.

(d) Corporation Tax on income and gains

In general, a Security Holder which is subject to UK corporation tax will be treated for tax purposes as realising profits, gains or losses in respect of Short and Leveraged Commodity Securities on a basis reflecting the treatment in its statutory accounts, calculated in accordance with generally accepted accounting practice. These profits, gains or losses, (which will include any profits, gains or losses on a disposal or redemption of Short and Leveraged Commodity Securities and which may include fluctuations in value relating to foreign exchange gains or losses) will be treated as income profits or losses for the purposes of a Security Holder's corporation tax computation.

(e) Capital Gains Tax (Individuals)

Subscriptions made before 1 December 2009

Provided the Short or Leveraged Commodity Securities are not treated as "deeply discounted securities" for UK tax purposes, any transfer or redemption of a Short or Leveraged Commodity Security by a Security Holder who is a UK individual will be a disposal of that Short or Leveraged Commodity Security for UK capital gains tax purposes which may, subject to any available exemption or relief, give rise to a chargeable gain or allowable loss for those purposes.

The Issuer has received a non-statutory confirmation from HM Revenue & Customs that, in its view, the Short and Leveraged Commodity Securities are not deeply discounted securities. However, since this confirmation is addressed to the Issuer and is not binding on HM Revenue & Customs in its dealings with Security Holders, investors may wish to consult their own tax advisors in this respect.

The tax treatment of subscriptions made prior to 1 December 2009 will not be affected by the amended definition of "offshore fund" discussed below, which applied from that date.

Subscriptions made on or after 1 December 2009

For periods before 1 December 2009, the Issuer was not regarded as an "offshore fund" for UK tax purposes. On 1 December 2009, a new definition of "offshore fund" took effect, expanding the scope of the definition of an "offshore fund". As a result, the Issuer may be treated as an "offshore fund", and accordingly, subscriptions made on or after December 1, 2009 may be treated as investments in an "offshore fund" for UK tax purposes. Any gain accruing to an investor upon the sale, redemption or other disposal of investments in offshore funds on or after 1 December 2009 will be taxed as income and not as a capital gain, unless the issuer of such investments achieves certification as a "reporting fund" (or some other exemption applies). The Issuer has obtained notification from HM Revenue & Customs that all the Short and Leveraged Commodity Securities have been accepted for entry into the "reporting fund" regime with effect from the accounting period which commenced 1 January 2009, or if later from their date of issue. Whilst it is expected that certification as a "reporting fund" will be maintained for all periods, this cannot be guaranteed.

Note that under the reporting fund rules the Issuer is required to report to investors 100 per cent. of the net income attributable to the relevant class of Short or Leveraged Commodity Securities. It is not expected that any such reportable income will arise in respect of any of the Short or Leveraged Commodity Securities.

A copy of the annual report required to be made to investors under the reporting fund rules will be provided on the following website: https://www.wisdomtree.eu/en-gb/resource-library/prospectus-and-regulatory-reports#tab-2A942D42-5AA1-4008-9080-3C2DADB050A7.

(f) Income Tax (Individuals)

If the Short or Leveraged Commodity Securities are treated as "deeply discounted securities" for UK tax purposes, and do not qualify as "excluded indexed securities" for those purposes, any profit arising to a Security Holder who is a UK individual on transfer or redemption of a Short or Leveraged Commodity Security will be subject to UK income tax and not to UK capital gains tax. As noted under the heading "Capital Gains Tax (Individuals)" above, the Issuer has received a non-statutory confirmation from HM Revenue & Customs that the Short and Leveraged Commodity Securities are not deeply discounted securities.

Inheritance Tax (Individuals)

For the purposes of inheritance tax, a Short or Leveraged Commodity Security may form part of the value of the estate of a Security Holder who is an individual and inheritance tax may (subject to certain exemptions and reliefs) become payable in respect of the value of a Short or Leveraged Commodity Security on a gift of that Short or Leveraged Commodity Security by, or on the death of, a Security Holder who is an individual. Such a tax charge may be subject to appropriate provisions in any applicable double taxation treaty.

(g) UK Open-Ended Investment Companies and Authorised Unit Trust Schemes

Whilst UK open-ended investment companies and authorised unit trust schemes are generally subject to UK corporation tax (currently at the basic income tax rate of 20 per cent.) they are exempt from tax on capital gains. Part 2 of The Authorised Investment Funds (Tax) Regulations 2006 (S.I. No. 2006/964) (the "**Regulations**") provides an exemption for capital profits, gains or losses accruing to UK open-ended investment companies and authorised unit trust schemes on creditor loan relationships and derivative contracts. In this respect capital profits, gains or losses are those which, in accordance with UK generally accepted accounting practice, fall to be dealt with in the statement of total return (under the heading of "net capital gains/losses") in accordance with the relevant Statement of Recommended Practice. These provisions do not however apply to a qualified investor scheme which does not meet the genuine diversity of ownership condition. In addition Part 2B of the Regulations treats all capital profits, gains and losses (determined in accordance with UK generally accepted accounting practice, as described above) arising to a UK open-ended investment company or authorised unit trust, which meets the genuine diversity of ownership condition, from an "investment transaction" (which includes loan relationships and

derivative contracts) as a non-trading transaction and thus not taxable as income. These Parts of the Regulations will determine whether any profits, gains or losses arising to a Security Holder which is a UK open-ended investment company or authorised unit trust scheme in respect of Short or Leveraged Commodity Securities will be exempt from tax.

(h) UK Stamp Duty and Stamp Duty Reserve Tax ("SDRT")

Provided the Register is not kept by or on behalf of the Issuer in the UK, neither stamp duty nor SDRT will be payable on the issue or the subsequent transfer of, or agreement to transfer, Short and Leveraged Commodity Securities in Uncertificated Form.

In the case of Short and Leveraged Commodity Securities held in Certificated Form, provided (i) the Register is not kept by or on behalf of the Issuer in the UK; (ii) any instrument of transfer is not executed in the UK; and (iii) any instrument of transfer does not relate to anything to be done in the UK, neither stamp duty nor SDRT will be payable on the issue or subsequent transfer of Short and Leveraged Commodity Securities.

The redemption of Short and Leveraged Commodity Securities will not give rise to stamp duty or SDRT.

(i) Organisation for Economic Co-operation and Development ("OECD") Common Reporting Standard

Drawing extensively on the intergovernmental approach to implementing U.S. FATCA (as defined below), the OECD (as defined below) developed the Common Reporting Standard ("**CRS**") to address the issue of offshore tax evasion on a global basis. Aimed at maximising efficiency and reducing cost for financial institutions, the CRS provides a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS, tax authorities in participating CRS jurisdictions will obtain from reporting financial institutions, and automatically exchange with other tax authorities in participating jurisdictions in which the investors of the reporting financial institutions are tax resident on an annual basis, financial account and personal information with respect to all reportable accounts identified by financial institutions on the basis of common due diligence and reporting procedures. The first information exchanges began in September 2017. Jersey has implemented the CRS. As a result, the Issuer will be required to comply with the CRS due diligence and reporting requirements, as adopted by Jersey. Security Holders may be required to provide additional information to the Issuer to enable the Issuer to satisfy its obligations under the CRS. Failure to provide requested information may subject the Issuer to penalties and/or other sanctions under the implementing regulations in Jersey and/or a Security Holder to liability for any resulting penalties or other charges and/or mandatory termination of its interest in the Issuer.

2. Jersey Taxation

(a) General

The following paragraphs summarise certain limited aspects of the Jersey taxation treatment of holding Short and Leveraged Commodity Securities. The statements are intended only as a general guide, and should be treated with appropriate caution. They are based on current Jersey law and practice, possibly with retrospective effect. A prospective investor should consult a tax adviser as to the tax consequences relating to its particular circumstances resulting from the purchase, holding, sale and redemption of the Short and Leveraged Commodity Securities and the receipt of payments thereon.

(b) Income Tax

The Issuer will be regarded as resident in Jersey under the Income Tax (Jersey) Law 1961 (the "**Jersey Income Tax Law**") but (being neither a financial services company, a specified utility company, nor a large corporate retailer nor in the trade of importing into Jersey and/or supplying in Jersey hydrocarbon oil under the Jersey Income Tax Law at the date of this Prospectus) will be subject to Jersey income tax at a rate of 0 per cent.

Holders of the Short or Leveraged Securities (other than residents of Jersey) should not be subject to any tax in Jersey in respect of the holding, sale, redemption or other disposition of its Short or Leveraged Securities. Redemption payments (other than to residents of Jersey) will not be subject

to withholding for or on account of Jersey tax.

(c) Stamp duty

Under current Jersey law, there are no death or estate duties, capital gains, gift, wealth, inheritance or capital transfer taxes. No stamp duty is levied in Jersey on the issue, transfer, acquisition, ownership, redemption, sale or other disposal of Short or Leveraged Commodity Securities. In the event of the death of an individual sole holder of Short or Leveraged Commodity Securities, duty at rates of up to 0.75 per cent. of the value of the Short or Leveraged Commodity Securities held, subject to a cap of £100,000, may be payable on registration of Jersey probate or letters of administration which may be required in order to transfer or otherwise deal with Short or Leveraged Commodity Securities held by the deceased individual sole holder thereof.

(d) Goods and services tax

The Issuer is an "international services entity" for the purposes of the Goods and Services Tax (Jersey) Law 2007 (the "**GST Law**"). Consequently, the Issuer is not required to:

(a) register as a taxable person pursuant to the GST Law;

(b) charge goods and services tax in Jersey in respect of any supply made by it; or

(c) (subject to limited exceptions that are not expected to apply to the Issuer) pay goods and services tax in Jersey in respect of any supply made to it.

(d) Intergovernmental Agreement between Jersey and the United States

The US Hiring Incentives to Restore Employment Act resulted in the introduction of legislation in the US known as the Foreign Account Tax Compliance Act ("**FATCA**"). Under FATCA a 30 per cent withholding tax may be imposed on payments of US source income and certain payments of proceeds from the sale of property that could give rise to US source income, unless the Issuer complies with requirements to report on an annual basis the identity of, and certain other information about, direct and indirect US holders of Short or Leveraged Commodity Securities issued by the Issuer to the US Internal Revenue Service ("**IRS**") or to the relevant Jersey authority for onward transmission to the IRS. A holder of Short or Leveraged Commodity Securities issued by the Issuer that fails to provide the required information to the Issuer may be subject to the 30 per cent withholding tax with respect to any payments directly or indirectly attributable to US sources and the Issuer might be required to redeem any Short or Leveraged Commodity Securities held by such holder.

On 13 December 2013 an intergovernmental agreement was entered into between Jersey and the US in respect of FATCA which agreement was enacted into Jersey law as of 18 June 2014 by the Taxation (Implementation) (International Tax Compliance) (United States of America) (Jersey) Regulations 2014.

Although the Issuer will attempt to satisfy any obligations imposed on it to avoid the imposition of such withholding tax, no assurance can be given that the Issuer will be able to satisfy such obligations. If the Issuer becomes subject to a withholding tax as a result of FATCA, the return on some or all Short or Leveraged Commodity Securities issued by the Issuer may be materially and adversely affected. In certain circumstances, the Issuer may compulsorily redeem some or all of the Short or Leveraged Commodity Securities held by one or more holders and/or may reduce the redemption proceeds payable to any holder of Short or Leveraged Commodity Securities.

(e) Organisation for Economic Co-operation and Development ("OECD") Common Reporting Standard

Drawing extensively on the intergovernmental approach to implementing the United States Foreign Account Tax Compliance Act, the OECD developed the Common Reporting Standard ("**CRS**") to address the issue of offshore tax evasion on a global basis. Aimed at maximising efficiency and reducing cost for financial institutions, the CRS provides a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS, participating jurisdictions will obtain from reporting financial institutions, and automatically exchange with exchange partners on an annual basis, financial information with respect to all reportable accounts identified by financial institutions on the basis of common due diligence and reporting procedures.

Jersey has implemented the CRS by the Taxation (Implementation) (Institutional Tax Compliance) (Common Reporting Standard) (Jersey) Regulations 2015. As a result, the Issuer is required to comply with the CRS due diligence and reporting requirements, as adopted by Jersey. Jersey has committed to a common implementation timetable which has seen the first exchange of information in 2017 in respect of accounts open at and from the end of 2015, with further countries committed to implement the new global standard.

Holders of the Short or Leveraged Commodity Securities may be required to provide additional information to the Issuer to enable the Issuer to satisfy its obligations under the CRS. Failure to provide requested information may subject an investor to liability for any resulting penalties or other charges and/or mandatory redemption of Short or Leveraged Commodity Securities.

(f) Base Erosion and Profit Shifting

The law and any other rules or customary practice relating to tax, or its interpretation in relation to the Issuer, its assets and any investment of the Issuer may change during its life. In particular, both the level and basis of taxation may change. In particular, the outcome of the on-going global Base Erosion and Profit Shifting (BEPS) project could substantially affect the tax treatment of the Issuer. Additionally, the interpretation and application of tax rules and customary practice to the Issuer, its assets and investors by any taxation authority or court may differ from that anticipated by the Issuer. Both could significantly affect returns to investors.

3. Taxation in Ireland

(a) General

The following summary outlines certain aspects of Irish tax law and practice regarding the ownership and disposition of Short and Leveraged Commodity Securities. This summary deals only with Short and Leveraged Commodity Securities held beneficially as capital assets and the receipt of interest thereon and does not address special classes of Security Holders such as dealers in securities or those holding the Short and Leveraged Commodity Securities as part of a trade. This summary is not exhaustive and Security Holders are advised to consult their own tax advisors with respect to the taxation consequences of their ownership or disposition. The comments are made on the assumption that the Issuer is not resident in Ireland for Irish tax purposes and does not carry on a trade in Ireland through a branch or agency or have any other connection with Ireland other than the listing of the Short and Leveraged Commodity Securities on Euronext Dublin. The summary is based on current Irish taxation legislation and practice of the Irish Revenue Commissioners.

(b) Irish Withholding Tax

Under Irish tax law there is no obligation on the Issuer to operate any withholding tax on a payment in respect of the Short and Leveraged Commodity Securities except where such payment has an Irish source. The payment is only likely to be considered to have an Irish source, if, for example, the payment constitutes yearly interest and such interest was paid out of funds maintained in Ireland or where the Short and Leveraged Commodity Securities were secured on Irish situated assets which it is understood will not be the case. The mere offering of the Short and Leveraged Commodity Securities to Irish investors will not cause such a payment to have an Irish source. In certain circumstances collection agents and other persons receiving interest on the Short and Leveraged Commodity Securities in Ireland on behalf of a Security Holder, will be obliged to operate a withholding tax.

(c) Taxation of Income

Unless exempted, an Irish resident or ordinarily resident Security Holder and a non-resident Security Holder holding Short and Leveraged Commodity Securities through an Irish branch or agency will be liable to Irish tax on the amount of any interest or other income, including potentially any premium on redemption, received from the Issuer. Individual Security Holders would suffer income tax at rates of up to 40 per cent. and would also potentially be liable to Pay Related Social Insurance and the universal social charge. Corporate Security Holders would suffer corporation tax at 25 per cent. of the amount of interest received from the Issuer. Credit against Irish tax on the interest received may be available in respect of any foreign withholding tax deducted by the Issuer.

(d) Taxation of Capital Gains

Irish resident or ordinarily resident Security Holders and non-resident Security Holders holding Short and Leveraged Commodity Securities through an Irish branch or agency would potentially be liable to Irish tax on capital gains on any gains arising on a disposal of Short and Leveraged Commodity Securities currently at a 33 per cent rate. Reliefs and allowances may be available in computing the Security Holder's liability.

(e) Stamp Duty

Transfers of Short and Leveraged Commodity Securities should not be subject to Irish stamp duty, provided the transfers do not relate to Irish land or buildings or securities of an Irish registered company.

(f) Capital Acquisitions Tax

A gift or inheritance comprising of Short and Leveraged Commodity Securities will be within the charge to capital acquisitions tax if either (i) the disponer or the donee/successor in relation to the gift or inheritance is resident or ordinarily resident in Ireland (or, in certain circumstances, if the disponer is domiciled in Ireland irrespective of his residence or that of the donee/successor) or (ii) if the Short and Leveraged Commodity Securities are regarded as property situated in Ireland. The Short and Leveraged Commodity Securities could only be considered property situated in Ireland if the register of Short and Leveraged Commodity Security Holders was maintained in Ireland or, to the extent that certificates are issued in bearer form, the bearer certificates were located in Ireland. This tax is charged at a rate of 33 per cent. on gifts and inheritances above a certain threshold determined both by the relationship between the donor and the donee or successor and previous gifts and inheritances.

(g) Offshore Fund Taxation

While a holding of Short and Leveraged Commodity Securities could potentially be treated as a material interest in an offshore fund and subject to the more onerous tax provisions applicable to offshore funds, the Irish Revenue Commissioners guidance indicates that exchange traded commodities which are generally structured as debt instruments will not come within the tax regime for offshore funds but instead will come within general tax principles (as to which we refer to paragraphs (c) and (d) above). As recommended above, Security Holders should obtain independent tax advice in relation to the tax implications of holding and disposing of Short and Leveraged Commodity Securities.

(h) Provision of Information

Generally

Security Holders should be aware that where any interest or other payment on Short and Leveraged Commodity Securities is paid to them by or through an Irish paying agent or collection agent then the relevant person may be required to supply the Irish Revenue Commissioners with details of the payment and certain details relating to the Security Holder. Where the Security Holder is not Irish resident, the details provided to the Irish Revenue Commissioners may, in certain cases, be passed by them to the tax authorities of the jurisdiction in which the Security Holder is resident for taxation purposes.

Common Reporting Standard (CRS)

On 21 July 2014, the Standard for Automatic Exchange of Financial Account Information in Tax Matters (the "Standard") was published by the OECD and this includes the CRS. The goal of the Standard is to provide for the annual automatic exchange between governments of financial account information reported to them by local financial institutions relating to account holders tax resident in other participating countries to assist in the efficient collection of tax. The OECD used FATCA concepts in developing the CRS and as such the Standard is broadly similar to the FATCA requirements, albeit with numerous alterations. There are a significantly higher number of reportable persons due to the increased instances of potentially in-scope accounts and the inclusion of multiple jurisdictions to which accounts must be reported.

Regulations, giving effect to the OECD's Standard and Directive 2014/107/EU in Ireland from 1

January 2016 were enacted on 31 December 2015.

To the extent that the Issuer is required to comply with the CRS due diligence and reporting requirements, Security Holders resident in Ireland may be required to provide additional information to the Issuer which may ultimately be shared by the Jersey tax authorities with their counterparts in Ireland.

PART 13

ADDITIONAL INFORMATION

1. Incorporation and Share Capital of Issuer

(a) The Issuer was incorporated as a private limited company in Jersey on 16 August 2005 under the Companies (Jersey) Law 1991 (as amended) (the "**Law**") and changed status to a public company on 15 September 2006 pursuant to a written resolution dated 15 September 2006. The Issuer operates under the Law and secondary legislation made thereunder. The Issuer is registered in Jersey under number 90959. The name of the Issuer was changed to "ETFS Commodity Securities Limited" on 15 June 2006 and to "WisdomTree Commodity Securities Limited" on 26 September 2019.

(b) The Issuer is authorised to issue an unlimited number of no par value shares of one class designated as Ordinary Shares of which two Ordinary Shares of no par value have been issued.

(c) The Issuer does not have any subsidiary undertakings.

(d) All of the Issuer's issued ordinary shares are owned by HoldCo.

2. Material Contracts

The following contracts (not being contracts entered into in the ordinary course of business) have been entered into by the Issuer in relation to the Programme or which could result in the Issuer being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to Security Holders. The summaries below are drafted in legal language, however, details on how each of the agreements impacts on Security Holders are contained throughout this Prospectus, including in Part 1 (*General*) and Part 4 (*Description of Short and Leveraged Commodity Securities*).

(a) the Trust Instrument dated 8 February 2008 and the supplemental trust instruments a summary of the principal terms of which is set out in Part 7 (*Trust Instrument and Short and Leveraged Commodity Securities*);

(b) the following Security Deeds (each as amended), a summary of the principal terms of which is set out in Part 8 (*Particulars of Security Deeds*):

- the Short Aluminium Security Deed dated 8 February 2008;
- the Short Brent Crude Security Deed dated 22 December 2011;
- the Short Cocoa Security Deed dated 8 February 2008;
- the Short Coffee Security Deed dated 8 February 2008;
- the Short Copper Security Deed dated 8 February 2008;
- the Short Corn Security Deed dated 8 February 2008;
- the Short Cotton Security Deed dated 8 February 2008;
- the Short Crude Oil Security Deed dated 8 February 2008;
- the Short Gas Oil Security Deed dated 22 December 2011;
- the Short Gasoline Security Deed dated 8 February 2008;
- the Short Gold Security Deed dated 8 February 2008;
- the Short Heating Oil Security Deed dated 8 February 2008;
- the Short Lead Security Deed dated 8 February 2008;
- the Short Lean Hogs Security Deed dated 8 February 2008;
- the Short Live Cattle Security Deed dated 8 February 2008;

- the Short Natural Gas Security Deed dated 8 February 2008;
- the Short Nickel Security Deed dated 8 February 2008;
- the Short Platinum Security Deed dated 8 February 2008;
- the Short Silver Security Deed dated 8 February 2008;
- the Short Soybean Oil Security Deed dated 8 February 2008;
- the Short Soybeans Security Deed dated 8 February 2008;
- the Short Sugar Security Deed dated 8 February 2008;
- the Short Tin Security Deed dated 8 February 2008;
- the Short Wheat Security Deed dated 8 February 2008;
- the Short Zinc Security Deed dated 8 February 2008;
- the Short All Commodities Security Deed dated 8 February 2008;
- the Short Energy Security Deed dated 8 February 2008;
- the Short Petroleum Security Deed dated 8 February 2008;
- the Short Ex-Energy Security Deed dated 8 February 2008;
- the Short Precious Metals Security Deed dated 8 February 2008;
- the Short Industrial Metals Security Deed dated 8 February 2008;
- the Short Agriculture Security Deed dated 8 February 2008;
- the Short Softs Security Deed dated 8 February 2008;
- the Short Livestock Security Deed dated 8 February 2008;
- the Short Grains Security Deed dated 8 February 2008;
- the Leveraged Aluminium Security Deed dated 8 February 2008;
- the Leveraged Brent Crude Security Deed dated 22 December 2011;
- the Leveraged Cocoa Security Deed dated 8 February 2008;
- the Leveraged Coffee Security Deed dated 8 February 2008;
- the Leveraged Copper Security Deed dated 8 February 2008;
- the Leveraged Corn Security Deed dated 8 February 2008;
- the Leveraged Cotton Security Deed dated 8 February 2008;
- the Leveraged Crude Oil Security Deed dated 8 February 2008;
- the Leveraged Gas Oil Security Deed dated 22 December 2011;
- the Leveraged Gasoline Security Deed dated 8 February 2008;
- the Leveraged Gold Security Deed dated 8 February 2008;
- the Leveraged Heating Oil Security Deed dated 8 February 2008;
- the Leveraged Lead Security Deed dated 8 February 2008;
- the Leveraged Lean Hogs Security Deed dated 8 February 2008;
- the Leveraged Live Cattle Security Deed dated 8 February 2008;

- the Leveraged Natural Gas Security Deed dated 8 February 2008;
- the Leveraged Nickel Security Deed dated 8 February 2008;
- the Leveraged Platinum Security Deed dated 8 February 2008;
- the Leveraged Silver Security Deed dated 8 February 2008;
- the Leveraged Soybean Oil Security Deed dated 8 February 2008;
- the Leveraged Soybeans Security Deed dated 8 February 2008;
- the Leveraged Sugar Security Deed dated 8 February 2008;
- the Leveraged Tin Security Deed dated 8 February 2008;
- the Leveraged Wheat Security Deed dated 8 February 2008;
- the Leveraged Zinc Security Deed dated 8 February 2008;
- the Leveraged All Commodities Security Deed dated 8 February 2008;
- the Leveraged Energy Security Deed dated 8 February 2008;
- the Leveraged Petroleum Security Deed dated 8 February 2008;
- the Leveraged Ex-Energy Security Deed dated 8 February 2008;
- the Leveraged Precious Metals Security Deed dated 8 February 2008;
- the Leveraged Industrial Metals Security Deed dated 8 February 2008;
- the Leveraged Agriculture Security Deed dated 8 February 2008;
- the Leveraged Softs Security Deed dated 8 February 2008;
- the Leveraged Livestock Security Deed dated 8 February 2008;
- the Leveraged Grains Security Deed dated 8 February 2008; and
- the Security Deed securing Three Times Commodity Securities dated 16 October 2015;

(c) the Facility Agreement dated 29 June 2017 between the Issuer and MLI, a summary of the principal terms of which is set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*) and a deed of novation dated 29 June 2017 between the Issuer, Merrill Lynch Commodities, Inc. ("**MLCI**"), MLI and the Trustee under which the obligations of MLCI in respect of Commodity Contracts entered into with MLCI prior to 27 October 2017 were assumed by MLI;

(d) the BAC Guarantee, a summary of the principal terms of which is set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*);

(e) the Facility Agreement dated 29 June 2017 between the Issuer and CGML, a summary of the principal terms of which is set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*);

(f) the Citigroup Guarantee, a summary of the principal terms of which is set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*);

(g) a Capital Adjustment Agreement dated 29 June 2017 between the Issuer and MLI pursuant to which MLI agrees to pay monthly to the Issuer the Management Fee and the Licence Allowance in respect of the Commodity Contracts to which it is party and the Issuer and MLI agree that the Capital Adjustment will be at a rate equal to the rate per annum which is the most recent weekly auction high rate for four week US Treasury Bills, less a Spread agreed between the Issuer and MLI (currently agreed to be 0.85 per cent. per annum in respect of the One Times Short Commodity Securities, 1.90 per cent. per annum in respect of the Three Times Short Individual Securities, 1.30 per cent per annum in respect of the Two times Leveraged Commodity Securities and 1.60 per cent. per annum in respect of the Three Times Leveraged Individual Securities) less the

Management Fee rate notified to MLI buy the Issuer (currently being 0.98 per cent. per annum) and the Licence Allowance rate notified to MLI by the Issuer (currently being 0.05 per cent. per annum);

(h) a Capital Adjustment Agreement dated 29 June 2017 between the Issuer and CGML pursuant to which CGML agrees to pay monthly to the Issuer the Management Fee and the Licence Allowance in respect of the Commodity Contracts to which it is party and the Issuer and CGML agree that the Capital Adjustment will be at a rate equal to the rate per annum which is the most recent weekly auction high rate for four week US Treasury Bills, less a Spread agreed between the Issuer and CGML (currently agreed to be 0.85 per cent. per annum in respect of the One Times Short Commodity Securities, 1.90 per cent. per annum in respect of the Three Times Short Individual Securities, 1.30 per cent per annum in respect of the Two times Leveraged Commodity Securities and 1.60 per cent. per annum in respect of the Three Times Leveraged Individual Securities) less the Management Fee rate notified to CGML buy the Issuer (currently being 0.98 per cent. per annum) and the Licence Allowance rate notified to CGML by the Issuer (currently being 0.05 per cent. per annum);

(i) the Calculation Agency Agreement dated 29 June 2017 between the Issuer, CGML and MLI;

(j) the Security Agreement dated 29 June 2017 between the Issuer and MLI, a summary of the principal terms of which is set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*);

(k) the Security Agreement dated 29 June 2017 between the Issuer and CGML, a summary of the principal terms of which is set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*);

(l) the Collateral Account Control Agreement dated 29 June 2017 between the Issuer, MLI and The Bank of New York Mellon, a summary of the principal terms of which is set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*);

(m) the Collateral Account Control Agreement dated 29 June 2017 between the Issuer, CGML and The Bank of New York Mellon, a summary of the principal terms of which is set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*);

(n) the following Authorised Participant Agreements, a summary of the principal terms of which is set out in paragraph 3 below:

    (i) an Authorised Participant Agreement between the Issuer, ManJer and ABN AMRO Clearing Bank N.V. dated 19 February 2008;

    (ii) an Authorised Participant Agreement between the Issuer, ManJer and Bluefin Europe LLP dated 9 March 2011;

    (iii) an Authorised Participant Agreement between the Issuer, ManJer and BofA Securities Europe SA dated 12 June 2019;

    (iv) an Authorised Participant Agreement between the Issuer, ManJer and CGML dated 29 August 2017;

    (v) an Authorised Participant Agreement between the Issuer, ManJer and IMC Trading B.V. dated 26 July 2019;

    (vi) an Authorised Participant Agreement between the Issuer, ManJer and Merrill Lynch International dated 2 June 2008;

    (vii) an Authorised Participant Agreement between the Issuer, ManJer and Morgan Stanley & Co. International plc dated 14 February 2008;

    (viii) an Authorised Participant Agreement between the Issuer, ManJer and Susquehanna International Securities Limited dated 14 October 2009;

    (ix) an Authorised Participant Agreement between the Issuer, ManJer and Susquehanna Ireland Limited dated 14 October 2009;

    (x) an Authorised Participant Agreement between the Issuer, ManJer and UBS AG, London Branch dated 19 March 2008;

(xi) an Authorised Participant Agreement between the Issuer, ManJer and Virtu Financial Ireland Limited dated 13 December 2012;

(xii) an Authorised Participant Agreement between the Issuer, ManJer and Jane Street Financial Limited dated 12 March 2015; and

(xiii) an Authorised Participant Agreement between the Issuer, ManJer and Optiver VOF dated 30 November 2016

(o) the following Security Assignments between MLI and the Issuer securing to MLI the Secured Obligations of the Issuer in relation to the Authorised Participant Agreement to which it pertains:

(i) Security Assignment dated 24 October 2017 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and ABN AMRO Clearing Bank N.V.

(ii) Security Assignment dated 30 October 2017 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Bluefin Europe LLP

(iii) Security Assignment dated 12 June 2019 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and BofA Securities Europe SA

(iv) Security Assignment dated 24 October 2017 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Citigroup Global Markets Limited

(v) Security Assignment dated 25 July 2019 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and IMC Trading B.V.

(vi) Security Assignment dated 24 October 2017 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Jane Street Financial Limited

(vii) Security Assignment dated 24 October 2017 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Morgan Stanley & Co. International plc

(viii) Security Assignment dated 24 October 2017 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Optiver VOF

(ix) Security Assignment dated 24 October 2017 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Susquehanna International Securities Limited

(x) Security Assignment dated 24 October 2017 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Susquehanna Ireland Limited

(xi) Security Assignment dated 24 October 2017 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and UBS AG

(xii) Security Assignment dated 24 October 2017 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Virtu Financial Ireland Limited

(p) the following Security Assignments between CGML and the Issuer securing to CGML the Secured Obligations of the Issuer in relation to the Authorised Participant Agreement to which it pertains:

(i) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and ABN AMRO Clearing Bank N.V.

(ii) Security Assignment dated 30 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and Bluefin Europe LLP

(iii) Security Assignment dated 12 June 2019 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and BofA Securities Europe SA

(iv) Security Assignment dated 25 July 2019 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and IMC Trading B.V.

(v) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and Jane Street Financial Limited

(vi) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and Merrill Lynch International

(vii) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and Morgan Stanley & Co. International plc

(viii) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and Optiver VOF

(ix) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and Susquehanna International Securities Limited

(x) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and Susquehanna Ireland Limited

(xi) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and UBS AG

(xii) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and Virtu Financial Ireland Limited

(q) the Services Agreement dated 14 December 2012 whereby ManJer is responsible for supplying or procuring the supply of all management and administration services for the Issuer and for paying all the management and administration costs of the Issuer (including the fees and expenses of the Registrar and any administrator and the fees and expenses of the Trustee in relation to its role under the Trust Instrument) and the Issuer agrees to pay to ManJer the Management Fee and a processing fee representing the Application Fees and Redemption Fees which the Issuer has received (including by way of set-off). ManJer has delegated to WisdomTree UK Limited (formerly ETF Securities (UK) Limited), an affiliate company registered in England and Wales with registered number 7443535 and whose registered office is at 4th Floor, 3 Lombard Street, London EC3V 9QQ certain of its duties and functions under the Services Agreement including the provision of additional marketing and back-office support functions.

(r) the Administration Agreement dated 14 December 2012 whereby R&H Fund Services (Jersey) Limited is responsible for supplying or procuring the supply of certain administrative, company secretarial and registrar services to the Issuer as set out in schedule 1 of the Administration Agreement and for which the Issuer agrees to pay R&H Fund Services (Jersey) Limited a fee.

R&H Fund Services (Jersey) Limited may delegate, with the prior approval of the Issuer, in whole or in part the discharge of any of its duties or functions and the exercise of any powers and discretion under the Administration Agreement.

R&H Fund Services (Jersey) Limited is not liable to the Issuer for any error of judgement or for any loss suffered by the Issuer in connection with the subject of the Administration Agreement unless such loss arises from fraud, bad faith, wilful default or negligence in the performance or non-performance by R&H Fund Services (Jersey) Limited or persons designated by it of its obligations or duties and in particular (but without limitation) will not be liable as a result of any loss, delay, mis-delivery or error in transmission of any cable or telegraphic communication or as a result of acting upon any forged transfer or request for redemption of any securities in the Issuer; and

(s) the Registrar Agreement dated 14 December 2012 whereby the Registrar is responsible for supplying or procuring the supply of certain registrar services, including the provision of a registration and transfer office, to the Issuer as set out in schedule 1 of the Registrar Agreement and for which the Issuer agrees to pay the Registrar a fee. The Registrar may, with the Issuer's approval, delegate certain of its duties or functions under the Registrar Agreement.

The Registrar and its officers and employees will not be liable to the Issuer for any direct damages, loss, costs, claims or expenses ("**Loss**") sustained by the Issuer or in respect of any matter relating to the Registers as a result of loss, delay, misdelivery or error in transmission of any cable, telex, telefax or telegraphic communication, or if any document accepted by the Registrar shall later be proved to be forged or otherwise defective or erroneous (except in respect of any Loss incurred by the Issuer as a result of the fraud, wilful default, bad faith or negligence of the Registrar).

The Registrar will not be liable to the Issuer in respect of any loss, liability, claim, cost, expense (including legal expenses) or damage suffered or incurred by the Issuer as a result of the discharge of its duties and obligations under the Registrar Agreement, save where such loss, liability, claim, cost, expense or damage is suffered or incurred as a result of its fraud, wilful default, bad faith or negligence.

The aggregate liability of the Registrar to the Issuer over any 12 month period, howsoever any such liability arises, shall in no circumstances whatsoever exceed twice the amount of the fees payable by the Issuer to the Registrar in any 12 month period.

The Registrar is not liable to the Issuer for any Loss suffered or incurred by the Issuer as a result of the operation, failure, interruption or suspension of or changes to all or any part of the CREST Service (as defined in the Registrar Agreement) by Euroclear UK & Ireland Limited or as a result of any timetable changes in connection with the provision of the CREST Service by Euroclear UK & Ireland Limited. The Registrar is not liable to the Issuer for any Loss suffered or incurred by the Issuer as a result of any acts or omissions of the Registrar that the Registrar reasonably considers are required in order for it to comply with the CREST Requirements (as defined in the Registrar Agreement).

3. Authorised Participant Agreements

The Authorised Participants as at the date of this document are the persons who have entered into an Authorised Participant Agreement with the Issuer as described in paragraph 2(n) above.

The summaries below are drafted in legal language, however, details on how each of the agreements impacts on Security Holders are contained throughout this Prospectus, including in Part 1 (*General*) and Part 4 (*Description of Short and Leveraged Commodity Securities*).

Pursuant to the terms of the existing Authorised Participant Agreements referred to in paragraph 2(n) above, each Authorised Participant represents, warrants and undertakes to the Issuer that:

(a) in relation to each member state of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**"), it has not made and will not make an offer of Short or Leveraged Commodity Securities to the public in that Relevant Member State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of Short or Leveraged Commodity Securities to the public in that Relevant Member State:

(i) in the period beginning on the date of publication of a prospectus in relation to those Short or Leveraged Commodity Securities which has been approved by the competent authority in that Relevant Member State in accordance with the Prospectus Directive or, where appropriate, published in another Relevant Member State and notified to the competent authority in that Relevant Member State in accordance with Article 18 of the Prospectus Directive and ending on the date which is 12 months after the date of such publication;

(ii) at any time to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;

(iii) at any time to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than EUR 43,000,000, and (3) an annual turnover of more than EUR 50,000,000, each as shown in its last annual or consolidated accounts; or

(iv) at any time in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of Short or Leveraged Commodity Securities to the public" in relation to any Short or Leveraged Commodity Securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Short or Leveraged Commodity Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Short or Leveraged Commodity Securities, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the expression

Prospectus Directive means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State;

(b) it has only communicated or caused to be communicated, and will only communicate or cause to be communicated, any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Short or Leveraged Commodity Securities in circumstances in which section 21(1) of the FSMA does not apply to the Issuer or any Affiliate of the Issuer;

(c) it has complied and will comply with all applicable provisions of the FSMA and the United Kingdom financial services regime (including, without limitation, the obligation to treat customers fairly) with respect to anything done by it in relation to any Short or Leveraged Commodity Securities in, from or otherwise involving the United Kingdom;

(d) it will not offer or sell any Short and Leveraged Commodity Securities to, and will not conduct any offers, selling efforts, promotions, marketing, advertising or other related activities in respect of any Short and Leveraged Commodity Securities in a manner that could denote, hold out or suggest that Short and Leveraged Commodity Securities may be suitable for investment by, any persons other than professional or institutional investors (it being agreed that the publication of the Prospectus in accordance with the provisions of the Authorised Participant Agreement, and acts done for the purpose of compliance with listing rules, prospectus rules or disclosure and transparency rules in respect thereof, will not of themselves be regarded as a breach of this undertaking);

(e) neither it nor any of its Affiliates (including any person acting on behalf of it or any of its Affiliates):

(i) has knowingly offered or sold or will knowingly offer or sell Short or Leveraged Commodity Securities within the United States or to US Persons;

(ii) has knowingly offered or sold or will knowingly offer or sell Short or Leveraged Commodity Securities to a Prohibited US Person or a Prohibited Benefit Plan Investor, whether before, on or after the relevant Application Date; or

(iii) has engaged or will engage in any "directed selling efforts" with respect to Short or Leveraged Commodity Securities.

Terms used in this paragraph 3(e) have the meanings given to them by Regulation S under the Securities Act of 1933 of the United States.

Further restrictions on offers and sales of Short and Leveraged Commodity Securities and on the distribution of this Prospectus are set out in paragraph 10 of Part 13 (*Additional Information*).

The Authorised Participant Agreements may be terminated by either party thereto at any time upon thirty days' prior written notice to the other parties.

The Issuer may enter into agreements with institutions to act as Authorised Participants and/or market-makers which may include commitments to make markets on varying terms, but which may include commitments to maintain particular maximum spreads and minimum lot sizes.

4. Licence Agreement

ManJer has entered into an agreement with Bloomberg and UBS Securities dated as of 13 February 2018, pursuant to which the parties agreed to enter into a new licence agreement (the "**Licence Agreement**") with respect to the Bloomberg Commodity Index℠ and related indices. Pursuant to the terms of the Licence Agreement, ManJer has been granted the right to use the Bloomberg Commodity Index℠ and related indices, including the Individual Commodity Indices for the issuance and trading of, *inter alia*, the Short and Leveraged Commodity Securities and the right to use and refer to the trademarks of UBS Securities and Bloomberg associated with such Commodity Indices for certain purposes in connection with the issuance, distribution, marketing and promotion of, *inter alia*, the Short and Leveraged Commodity Securities. The Licence Agreement also permits ManJer to post on its website delayed intra-day and settlement pricing for such Commodity Indices. The Licence Agreement automatically renews on an annual basis unless terminated in accordance with the agreement.

ManJer will, out of the Licence Allowance, pay such fees as are due under the Licence Agreement from time to time.

The Issuer has the right to use the Bloomberg Commodity Index[SM] and sub-indices thereof including the Individual Commodity Indices, the Second Month Indices and Composite Commodity Indices and the trademarks of UBS Securities and/or Bloomberg in connection with the issuance, marketing and promotion of the Short and Leveraged Commodity Securities provided it agrees to be bound by all the provisions of the Licence Agreement as if it were the licencee thereunder including, without limitation, those provisions imposing any obligations on ManJer.

5. ISINs and Principal Amounts of the Short and Leveraged Commodity Securities

60 classes of Short Individual Securities and 60 classes of Leveraged Individual Securities are specifically described in this Prospectus. The ISINs and Principal Amounts of such Individual Securities as at 4 January 2021 were as follows:

Short Individual Securities

Class of One Times Short Individual Securities	ISIN	Principal Amount
WisdomTree Aluminium 1x Daily Short	JE00B24DK421	US$5.00
WisdomTree Brent Crude Oil 1x Daily Short	JE00B78DPL57	US$5.00
WisdomTree Cocoa 1x Daily Short	JE00B2NFT310	US$5.00
WisdomTree Coffee 1x Daily Short	JE00B24DK538	US$5.00
WisdomTree Copper 1x Daily Short	JE00B24DK645	US$5.00
WisdomTree Corn 1x Daily Short	JE00B24DK751	US$5.00
WisdomTree Cotton 1x Daily Short	JE00B24DK868	US$2.00
WisdomTree Gasoline 1x Daily Short	JE00B24DKB91	US$2.05
WisdomTree Gas Oil 1x Daily Short	JE00B6VP1681	US$5.00
WisdomTree Gold 1x Daily Short	JE00B24DKC09	US$1.82
WisdomTree Heating Oil 1x Daily Short	JE00B24DKD16	US$5.00
WisdomTree Lead 1x Daily Short	JE00B2NFT088	US$5.00
WisdomTree Lean Hogs 1x Daily Short	JE00B24DKF30	US$5.00
WisdomTree Live Cattle 1x Daily Short	JE00B24DKG47	US$5.00
WisdomTree Natural Gas 1x Daily Short	JE00B24DKH53	US$5.00
WisdomTree Nickel 1x Daily Short	JE00B24DKJ77	US$5.00
WisdomTree Platinum 1x Daily Short	JE00B2NFT195	US$5.00
WisdomTree Silver 1x Daily Short	JE00B24DKK82	US$1.78
WisdomTree Soybean Oil 1x Daily Short	JE00B24DKL99	US$5.00
WisdomTree Soybeans 1x Daily Short	JE00B24DKP38	US$2.37
WisdomTree Sugar 1x Daily Short	JE00B24DKQ45	US$1.85
WisdomTree Tin 1x Daily Short	JE00B2NFT203	US$1.89
WisdomTree Wheat 1x Daily Short	JE00B24DKR51	US$5.00
WisdomTree WTI Crude Oil 1x Daily Short	JE00B24DK975	US$5.00
WisdomTree Zinc 1x Daily Short	JE00B24DKS68	US$1.90
Class of Three Times Short Individual Securities	**ISIN**	**Principal Amount**
WisdomTree Aluminium 3x Daily Short	JE00BYV7ND11	US$5.00
WisdomTree Brent Crude Oil 3x Daily Short	JE00BYV7NF35	US$5.00
WisdomTree Cocoa 3x Daily Short	JE00BYV7NG42	US$5.00
WisdomTree Coffee 3x Daily Short	JE00BYQY3K46	US$1.90
WisdomTree Copper 3x Daily Short	JE00BYQY4341	US$1.70
WisdomTree Corn 3x Daily Short	JE00BYV7NH58	US$5.00
WisdomTree Cotton 3x Daily Short	JE00BYV7NJ72	US$5.00
WisdomTree Gasoline 3x Daily Short	JE00BYV7NK87	US$5.00
WisdomTree Gas Oil 3x Daily Short	JE00BYV7PC44	US$5.00
WisdomTree Gold 3x Daily Short	JE00BYQY4L28	US$5.00
WisdomTree Heating Oil 3x Daily Short	JE00BYV7NL94	US$5.00
WisdomTree Lead 3x Daily Short	JE00BYV7NM02	US$5.00
WisdomTree Lean Hogs 3x Daily Short	JE00BYV7NN19	US$5.00
WisdomTree Live Cattle 3x Daily Short	JE00BYV7NP33	US$5.00
WisdomTree Natural Gas 3x Daily Short	JE00BYQY5082	US$1.75
WisdomTree Nickel 3x Daily Short	JE00BYQY5Q48	US$1.50
WisdomTree Platinum 3x Daily Short	JE00BYV7NQ40	US$5.00

WisdomTree Silver 3x Daily Short	JE00BYQY6502	US$5.00
WisdomTree Soybean Oil 3x Daily Short	JE00BYV7NR56	US$5.00
WisdomTree Soybeans 3x Daily Short	JE00BYV7NS63	US$5.00
WisdomTree Sugar 3x Daily Short	JE00BYQY7799	US$0.95
WisdomTree Tin 3x Daily Short	JE00BYV7NT70	US$5.00
WisdomTree Wheat 3x Daily Short	JE00BYQY7P70	US$5.00
WisdomTree WTI Crude Oil 3x Daily Short	JE00BYQY8219	US$2.00
WisdomTree Zinc 3x Daily Short	JE00BYV7NV92	US$5.00

Leveraged Individual Securities

Class of Two Times Leveraged Individual Securities	**ISIN**	**Principal Amount**
WisdomTree Aluminium 2x Daily Leveraged	JE00B2NFTC05	US$0.14
WisdomTree Brent Crude Oil 2x Daily Leveraged	JE00BDD9QD91	US$0.71
WisdomTree Cocoa 2x Daily Leveraged	JE00B2NFV803	US$0.90
WisdomTree Coffee 2x Daily Leveraged	JE00B2NFTD12	US$0.10
WisdomTree Copper 2x Daily Leveraged	JE00B2NFTF36	US$0.38
WisdomTree Corn 2x Daily Leveraged	JE00B2NFTG43	US$0.09
WisdomTree Cotton 2x Daily Leveraged	JE00B2NFTH59	US$1.12
WisdomTree Gasoline 2x Daily Leveraged	JE00B2NFTK88	US$0.40
WisdomTree Gas Oil 2x Daily Leveraged	JE00B6XJ6744	US$5.00
WisdomTree Gold 2x Daily Leveraged	JE00B2NFTL95	US$2.69
WisdomTree Heating Oil 2x Daily Leveraged	JE00B2NFTM03	US$0.40
WisdomTree Lead 2x Daily Leveraged	JE00B2NFTZ32	US$0.69
WisdomTree Lean Hogs 2x Daily Leveraged	JE00B2NFTN10	US$0.45
WisdomTree Live Cattle 2x Daily Leveraged	JE00B2NFTP34	US$2.39
WisdomTree Natural Gas 2x Daily Leveraged	JE00BDD9Q956	US$0.45
WisdomTree Nickel 2x Daily Leveraged	JE00BDD9QB77	US$4.60
WisdomTree Platinum 2x Daily Leveraged	JE00B2NFV134	US$0.21
WisdomTree Silver 2x Daily Leveraged	JE00B2NFTS64	US$0.91
WisdomTree Soybean Oil 2x Daily Leveraged	JE00B2NFTT71	US$0.38
WisdomTree Soybeans 2x Daily Leveraged	JE00B2NFTV93	US$1.91
WisdomTree Sugar 2x Daily Leveraged	JE00B2NFTW01	US$0.12
WisdomTree Tin 2x Daily Leveraged	JE00B2NFV241	US$2.68
WisdomTree Wheat 2x Daily Leveraged	JE00BDD9QC84	US$2.90
WisdomTree WTI Crude Oil 2x Daily Leveraged	JE00BDD9Q840	US$0.15
WisdomTree Zinc 2x Daily Leveraged	JE00B2NFTY25	US$0.88

Class of Three Times Leveraged Individual Securities	ISIN	Principal Amount
WisdomTree Aluminium 3x Daily Leveraged	JE00BYV7NW00	US$5.00
WisdomTree Brent Crude Oil 3x Daily Leveraged	JE00BYV7NX17	US$5.00
WisdomTree Cocoa 3x Daily Leveraged	JE00BYV7NY24	US$5.00
WisdomTree Coffee 3x Daily Leveraged	JE00BYQY3Z98	US$0.50
WisdomTree Copper 3x Daily Leveraged	JE00BYQY4F67	US$5.00
WisdomTree Corn 3x Daily Leveraged	JE00BYV7NZ31	US$5.00
WisdomTree Cotton 3x Daily Leveraged	JE00BYV7P021	US$5.00
WisdomTree Gasoline 3x Daily Leveraged	JE00BYV7P138	US$5.00
WisdomTree Gas Oil 3x Daily Leveraged	JE00BYV7PD50	US$5.00
WisdomTree Gold 3x Daily Leveraged	JE00BYQY4X40	US$5.00
WisdomTree Heating Oil 3x Daily Leveraged	JE00BYV7P245	US$5.00
WisdomTree Lead 3x Daily Leveraged	JE00BYV7P351	US$5.00
WisdomTree Lean Hogs 3x Daily Leveraged	JE00BYV7P468	US$5.00
WisdomTree Live Cattle 3x Daily Leveraged	JE00BYV7P575	US$5.00
WisdomTree Natural Gas 3x Daily Leveraged	JE00BYQY5H56	US$0.40
WisdomTree Nickel 3x Daily Leveraged	JE00BYQY5X15	US$1.63
WisdomTree Platinum 3x Daily Leveraged	JE00BYV7P682	US$5.00
WisdomTree Silver 3x Daily Leveraged	JE00BYQY6F08	US$5.00
WisdomTree Soybean Oil 3x Daily Leveraged	JE00BYV7P799	US$5.00
WisdomTree Soybeans 3x Daily Leveraged	JE00BYV7P807	US$5.00
WisdomTree Sugar 3x Daily Leveraged	JE00BYQY7H96	US$0.26
WisdomTree Tin 3x Daily Leveraged	JE00BYV7P914	US$5.00
WisdomTree Wheat 3x Daily Leveraged	JE00BYQY8102	US$0.50
WisdomTree WTI Crude Oil 3x Daily Leveraged	JE00BYQY8G54	US$1.50
WisdomTree Zinc 3x Daily Leveraged	JE00BYV7PB37	US$5.00

In addition ten classes of Short Index Securities and ten classes of Leveraged Index Securities are specifically described in this Prospectus. The ISINs and Principal Amounts (as at 23 October 2019) of such Index Securities are as follows:

Class of One Times Short Index Securities	ISIN	Principal Amount
WisdomTree Agriculture 1x Daily Short	JE00B24DL056	US$5.00
WisdomTree Broad Commodities 1x Daily Short	JE00B24DKT75	US$5.00
WisdomTree Energy 1x Daily Short	JE00B24DKV97	US$5.00
WisdomTree Broad Commodities Ex-Energy 1x Daily Short	JE00B24DKX12	US$5.00
WisdomTree Grains 1x Daily Short	JE00B24DL387	US$5.00
WisdomTree Industrial Metals 1x Daily Short	JE00B24DKZ36	US$5.00
WisdomTree Livestock 1x Daily Short	JE00B24DL270	US$5.00
WisdomTree Petroleum 1x Daily Short	JE00B24DKW05	US$5.00
WisdomTree Precious Metals 1x Daily Short	JE00B24DKY29	US$5.00
WisdomTree Softs 1x Daily Short	JE00B24DL163	US$5.00

Class of Two Times Leveraged Index Securities	ISIN	Principal Amount
WisdomTree Agriculture 2x Daily Leveraged	JE00B2NFT427	US$0.70
WisdomTree Broad Commodities 2x Daily Leveraged	JE00B2NFV571	US$0.71
WisdomTree Energy 2x Daily Leveraged	JE00B2NFT534	US$0.02
WisdomTree Broad Commodities Ex-Energy 2x Daily	JE00B2NFT641	US$1.87
WisdomTree Grains 2x Daily Leveraged	JE00B2NFT757	US$0.87
WisdomTree Industrial Metals 2x Daily Leveraged	JE00B2NFV688	US$0.55
WisdomTree Livestock 2x Daily Leveraged	JE00B2NFT864	US$2.07
WisdomTree Petroleum 2x Daily Leveraged	JE00BDD9Q733	US$0.44
WisdomTree Precious Metals 2x Daily Leveraged	JE00B2NFV795	US$2.08
WisdomTree Softs 2x Daily Leveraged	JE00B2NFTB97	US$1.86

Short and Leveraged Commodity Securities may also be issued under this Prospectus in respect of any other commodity index calculated and published by Bloomberg or UBS AG (or any of its Affiliates) in accordance with the Handbook, provided that the Issuer can create matching Commodity Contracts under a Facility Agreement. To the extent that this Prospectus does not provide full details of such class or classes of Short and Leveraged Commodity Securities, such additional details (including the name, ISIN number and Principal Amount thereof and details of the relevant commodity index) will be specified in the applicable Final Terms or a supplementary prospectus supplemental hereto.

As referred to in Part 4 (*Description of the Short and Leveraged Commodity Securities*) and Condition 18 the Issuer has the right under the Trust Instrument at any time to consolidate or divide all of the Short and Leveraged Commodity Securities of any class into Short and Leveraged Commodity Securities of the same class but with a proportionately larger or smaller Principal Amount and Price. Consolidated or divided Short and Leveraged Commodity Securities may also be issued under this Prospectus and, to the extent that this Prospectus does not provide full details of such consolidated or divided Short and Leveraged Commodity Securities, such additional details (including the name, ISIN number and Principal Amount thereof) will be specified in the applicable Final Terms or a supplementary prospectus supplemental hereto.

6. Sources

The information given under the heading "Composition and Weightings" in Part 3 (*Dow Jones — UBS Commodity Indices*) is sourced from the Handbook.

The information given in "Table 2 — Designated Contracts and Designated Month Contracts" under the heading "Designated Contracts" in Part 3 (*The Bloomberg Commodity Index Family*) is sourced from the Handbook.

The figures given in "Table 3 — Simulated Historical Investment Returns – One Times Short Commodity Securities and Two Times Leveraged Commodity Securities" under the heading "Simulated Historic Investment Returns" in Part 3 (*The Bloomberg Commodity Index Family*) are extracted from data made available by Bloomberg. The "Index Volatility", "Index Return", "Short Return" and "Leveraged Return" figures given in such table have been calculated by ManJer based on such data. The figures given in

such table have been calculated by ManJer based on data published by Bloomberg.

The figures given in "Table 4 – Simulated Historical Investment Returns – Three Times Short Individual Securities and Three Times Leveraged Individual Securities in Part 3 (*The Bloomberg Commodity Index Family*) are extracted from data made available by Bloomberg. The "Index Volatility", "Index Return", Short Return" and "Leveraged Return" figures given in such table have been calculated by ManJer based on data published by Bloomberg.

Aluminium

The statements under the heading "Aluminium" in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau, and the United States Geological Survey website (http://www.usgs.gov).

Brent Crude

The statements under the heading "Brent Crude" in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the website of Platts (https://www.spglobal.com/platts/en), a division of The McGraw-Hill Companies.

Cocoa

The statements under the heading "Cocoa" in Part 9 (Commodities, Commodity and Futures Markets, and Exchanges) are derived from the website of the International Cocoa Organization https://www.icco.org/about-cocoa/growing-cocoa.html.

Coffee

The statements under the heading "Coffee" in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau, and the International Coffee Organization website (http://www.ico.org).

Copper

The statements under the heading "Copper" in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau, and the International Copper Study Group website (http://www.icsg.org) and the Copper Development Association (http://www.copperalliance.org.uk).

Corn

The statements under the heading "Corn" in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

Cotton

The statements under the heading "Cotton" in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau and the International Cotton Advisory Committee (https://www.icac.org/).

Crude Oil

The statements under the heading "Crude Oil" in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) that over the past several decades oil has been the world's foremost source of primary energy consumption, that the behaviour of the Organization of the Petroleum Exporting Countries (OPEC) is often the key to price developments in the world crude oil market are derived from the International Energy Outlook, published by the Energy Information Administration.

Gas Oil

The statements under the heading "Gas Oil" in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the Nationwide Fuels website (https://www.nationwidefuels.co.uk/gas-oil-guide/)

Gasoline

The statements under the heading "Gasoline" in Part 9 (*Commodities, Commodity and Futures Markets,*

and Exchanges) are derived from The CRB Commodity Yearbook 2005 published by the Commodity Research Bureau.

Gold

The statements under the heading "Gold" in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the Thomson Reuters GFMS Limited Gold Survey 2018 and World Gold Council.

Heating Oil

The statements under the heading "Heating Oil" in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

Kansas Wheat

The statements under the heading "Kansas Wheat" in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the United States Department of Agriculture (http://www.ers.usda.gov/topics/crops/wheat.aspx) and the Kansas City Board of Trade (http://www.cmegroup.com/trading/agricultural/grain-and-oilseed/kc-wheat.html).

Lead

The statements under the heading "Lead" in Part 9 (Commodities, Commodity and Futures Markets, and Exchanges) are derived from the website of the International Lead and Zinc Study Group (http://www.ilzsg.org) International Lead Association (https://www.ila-lead.org).

Lean Hogs

The statements under the heading "Lean Hogs" in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

Live Cattle

The statements under the heading "Live Cattle" in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

Natural Gas

The statements under the heading "Natural Gas" in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

Nickel

The statements under the heading "Nickel" in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau and the Nickel Institute (http://www.nickelinstitute.org) and the Australian Government Department of Industry, Innovation and Science website https://www.industry.gov.au/.

Platinum

The statements under the heading "Platinum" in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the website of the International Platinum Group Metals Association (http://www.ipa-news.com/pgm/platinum/index.htm) and GFMS Thomson Reuters (https://forms.thomsonreuters.com/gfms/).

Silver

The statements under the heading "Silver" in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau, and the Silver Institute website (http://www.silverinstitute.org).

Soybean Meal

The statements under the heading "Soybean Meal" in Part 9 (Commodities, Commodity and Futures Markets, and Exchanges) are derived from United States Department of Agriculture https://www.ers.usda.gov/topics/crops/soybeans-oil-crops, the Chicago Board of Trade https://www.cmegroup.com/trading/agricultural/grain-and-oilseed/soybean-meal.html and The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

Soybean Oil

The statements under the heading "Soybean Oil" in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

Soybeans

The statements under the heading "Soybeans" in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

Sugar

The statements under the heading "Sugar" in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

Tin

The statements under the heading "Tin" in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau and the International Tin Association (www.internationaltin.org) and the U.S. Geological Survey website (http://www.usgs.gov).

Wheat

The statements under the heading "Wheat" in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau, and the United States Department of Agriculture's Economic Research Service.

Zinc

The statements under the heading "Zinc" in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau, and the International Lead and Zinc Study Group website (http://www.ilzsg.org).

Futures Markets

The statements under the heading "Futures Markets" in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the Commodity Futures Trading Commission website (http://www.cftc.gov), and the Chicago Mercantile Exchange website (https://www.cmegroup.com/).

Exchanges

The statements under the heading "CBOT (Chicago Board of Trade, now merged with CME)" in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the Chicago Board of Trade website (http://www.cmegroup.com).

The statements under the heading "CME (Chicago Mercantile Exchange)" in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the Chicago Mercantile Exchange website (http://www.cmegroup.com).

The statements under the heading "KCBT (Kansas City Board of Trade)" in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the Kansas City Board of Trade (http://www.cmegroup.com).

The statements under the heading "LME (London Metal Exchange)" in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the London Metal Exchange website

(http://www.lme.com).

The statements under the heading "ICE Futures U.S." in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the Intercontinental Exchange website (http://www.theice.com).

The statements under the heading "NYMEX (The New York Mercantile Exchange, Inc.)" in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the New York Mercantile Exchange website (http://www.cmegroup.com).

To the extent that the information referred to in this paragraph 6 above has been sourced from a third party, such information has been accurately reproduced and, so for as the Issuer is aware and is able to ascertain from information published by the referenced third party source, no facts have been omitted which would render the reproduced information inaccurate or misleading.

None of the documents or websites referred to in this paragraph 6 above are incorporated into or form part of this Prospectus for the purposes of the Prospectus Regulation or the Prospectus Regulation Rules.

7. General

(a) The Issuer's auditors since 3 December 2019 are Ernst & Young LLP of Liberation House, Castle Street, St Helier, Jersey JE1 1EY. Ernst & Young LLP is a registered auditor with the Institute of Chartered Accountants in England and Wales. The Company's auditors were previously KPMG Channel Islands Limited of 37 Esplanade, St Helier, Jersey, Channel Islands JE4 8WQ, who audited the Company's annual accounts in accordance with national law from 4 December 2015 to 3 December 2019. The annual reports of the Issuer for the years ended 31 December 2018 and 31 December 2019 as published by the Issuer through the Regulatory News Service of the London Stock Exchange on 13 March 2019 and 15 May 2020 respectively are incorporated in this document by reference and are available at the Issuer's website at https://www.wisdomtree.eu/engb/resource-library/prospectus-and-regulatory-reports#tab-2A942D42-5AA1-4008-9080- 3C2DADB050A7 (under the 'Regulatory Reports' section and the 'WisdomTree Jersey Issuer Tax Information' tab, the documents listed above are entitled 'ETFS Commodity Securities Ltd – Annual Account 2018' and 'WisdomTree Commodity Securities Ltd – Annual Account 2019') and at the registered office of the Issuer as set out in paragraph 8 of Part 13 (Additional Information). The annual audited accounts of the Issuer will generally be published within four months of year end, currently 31 December in each year. Half-yearly unaudited accounts will generally be published within four months of the mid-year end, currently 30 June in each year. Each of the annual audited accounts and half-yearly unaudited accounts will be made available on the Issuer's website at https://www.wisdomtree.eu/en-gb/resource-library/prospectus-and-regulatory-reports#tab- 2A942D42-5AA1-4008-9080-3C2DADB050A7 (under the 'Regulatory Reports' section and the 'WisdomTree Jersey Issuer Tax Information' tab, the documents listed above are entitled 'ETFS Commodity Securities Ltd – Interim Accounts').

(b) The Issuer's financial statements are presented in US Dollars. The value of any assets and liabilities denominated in currencies other than US Dollars is converted into US Dollars at rates quoted by independent sources. The valuation of the assets and liabilities of the Issuer attributable to any Pool is determined under the supervision of the Board. The Commodity Contracts constitute an asset of the Issuer. For the purposes of the valuation of the Issuer's assets, the Commodity Contracts are valued at the Price as at the date of valuation.

(c) There has been no material adverse change in the financial position or prospects of the Issuer since the date of its last published audited financial statements on 31 December 2019.

(d) There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during a period of 12 months preceding the date of this document, which may have or have had in the recent past significant effect on the Issuer's financial position or profitability.

(e) Application will be made to Euronext Dublin for all Short and Leveraged Commodity Securities issued and to be issued within 12 months of the date of this document to be admitted to the Official List and trading on its regulated market. The admission to trading on Euronext Dublin is technical only and investors should be aware that there is no trading facility for Short and Leveraged Commodity Securities there.

All Short and Leveraged Commodity Securities in issue at the date of this document have been admitted to the UK Official List and have been admitted to trading on the Main Market of the London Stock Exchange. Applications have been made to the UK Listing Authority for all Short and Leveraged Commodity Securities issued within 12 months from the date of this document to be admitted to the UK Official List and to the London Stock Exchange for certain classes of Short and Leveraged Commodity Securities to be admitted to trading on the Main Market.

Admission to the UK Official List and to trading on the Main Market of the London Stock Exchange are not offers made under the Prospectus Regulation, or admission to trading on a regulated market for the purposes of the Prospectus Regulation, as it applies in the European Union, but are such offers and admission to trading for the purposes of the UK Prospectus Regulation.

(f) The Issuer intends to publish annual financial statements each year and Final Terms as required by the Prospectus Regulation, the Prospectus Regulation Rules, the Listing Rules, the Transparency Rules and the Transparency Directive. Each Pricing Day the Issuer will publish Capital Adjustments, collateral yields and Prices in respect of the Short and Leveraged Commodity Securities on its website as described under the heading "Pricing and Trading of Short and Leveraged Commodity Securities — Publication of Pricing Information" in Part 1 (*General*). Save as aforesaid, the Issuer does not intend to provide post-issuance information in respect of the underlying assets.

(g) The securitised assets backing the issue being the Commodity Contracts, the MLI Facility Agreement, the MLI Security Agreement, the MLI Control Agreement, the CGML Facility Agreement, the CGML Security Agreement and the CGML Control Agreement have characteristics that demonstrate the capacity to produce funds to service any payments due and payable on the Short and Leveraged Commodity Securities.

8. Documents Available for Inspection

For the duration of the Programme or so long as any Short or Leveraged Commodity Securities remain outstanding, copies of the following documents will be available for inspection during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the registered office of the Issuer in printed form:

(a) the Memorandum and Articles of Association of the Issuer;

(b) the Services Agreement;

(c) the Authorised Participant Agreements;

(d) the Security Assignments;

(e) the Trust Instrument and the Classic and Longer Dated Trust Instrument and supplemental trust instruments to each;

(f) the Security Deeds and deeds of amendments thereto; and

(g) the annual audited accounts and half-yearly unaudited accounts of the Issuer.

Copies of this Prospectus and the documents listed above are available free of charge from WisdomTree Management Jersey Limited, Ordnance House, 31 Pier Road, St. Helier, Jersey JE4 8PW.

The documents listed at 8(a) and (g) are available at the Issuer's website at https://www.wisdomtree.eu/en-gb/resource-library/prospectus-and-regulatory-reports#tab-2A942D42-5AA1-4008-9080-3C2DADB050A7 under the 'WisdomTree Jersey Issuer Tax Information' tab.

The documents listed at 8(b)- (f) are available at the Issuer's Website at https://www.wisdomtree.eu/en-gb/resource-library/prospectus-and-regulatory-reports#tab-020C6C52-778F-4B7F-A4D5-D541C3EAABB3 under the 'Documents for Inspection' tab.

No documents referred to in the above documents are themselves incorporated into this Prospectus and other than the published audit reports and audited accounts of the Issuer for the year ended 31 December 2018 and 31 December 2019, no other documents, including the contents of any websites or web pages referred to in this Prospectus, form part of this Prospectus for purposes of the Prospectus Regulation or the Prospectus Regulation Rules.

9. Jersey Law Consents

This Prospectus is prepared, and a copy of it has been sent to the Jersey Financial Services Commission, in accordance with the Collective Investment Funds (Certified Funds – Prospectuses) (Jersey) Order 2012.

The Issuer has obtained a certificate under the Collective Investment Funds (Jersey) Law 1988, as amended (the "**CIF Law**") to enable it to undertake its functions in relation to the WisdomTree Short and Leveraged Commodity Securities. The Jersey Financial Services Commission is protected by the CIF Law against liability arising from the discharge of its functions thereunder.

Each of ManJer, R&H Fund Services (Jersey) Limited and the Registrar is registered under the Financial Services (Jersey) Law, 1998, as amended, (the "**Financial Services Law**") to enable it to undertake its functions in relation to Short and Leveraged Commodity Securities. The Jersey Financial Services Commission is protected by the Financial Services Law against liability arising from the discharge of its functions thereunder.

The Jersey Financial Services Commission does not take any responsibility for the financial soundness of the Issuer or for the correctness of any statements made or expressed in this Prospectus.

10. Selling Restrictions

The following restrictions on offer and sales apply. The Short and Leveraged Commodity Securities are not subject to any restrictions on transferability.

United States

The Issuer has imposed the restrictions described below on the Programme so that the Issuer will not be required to register the offer and sale of Short and Leveraged Commodity Securities under the Securities Act, so that the Issuer will not have an obligation to register as an investment company under the Investment Company Act and related rules and to address certain ERISA, U.S. Internal Revenue Code and other considerations. These restrictions, which will remain in effect until the Issuer determines in its sole discretion to remove them, may adversely affect the ability of holders of Short and Leveraged Commodity Securities to trade them.

Short and Leveraged Commodity Securities have not been and will not be registered under the Securities Act or any other applicable law of the United States. Short and Leveraged Commodity Securities are being offered and sold only outside the United States to non US persons in reliance on the exemption from registration provided by Regulation S of the Securities Act.

The Issuer has not been and does not intend to become registered as an investment company under the Investment Company Act and related rules. Short and Leveraged Commodity Securities and any beneficial interest therein may not be reoffered, resold, pledged or otherwise transferred in the United States or to US persons. If the Issuer determines that any Security Holder is a Prohibited US Person (being a US Person who is not a "qualified purchaser" as defined in the Investment Company Act), the Issuer may redeem the Short and Leveraged Commodity Securities held by that Security Holder in accordance with the provisions of the Conditions under the heading "Compulsory Redemption by the Issuer or the Trustee" (Condition 8).

The Short and Leveraged Commodity Securities may not be purchased with plan assets of any "employee benefit plan" within the meaning of section 3(3) of the United States Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), subject to Part 4. Subtitle B of Title I of ERISA, any "plan" to which section 4975 of the United States Internal Revenue Code of 1986, (the "**Code**") applies (collectively, "**Plans**"), any entity whose underlying assets include "plan assets" of any of the foregoing Plans within the meaning of 29 C.F.R. Section 2510.3-101 or section 3(42) of ERISA, as they may be modified, by reason of a Plan's investment in such entity, any governmental or church plan that is subject to any U.S. Federal, state or local law that is similar to the prohibited transaction provisions of ERISA or Section 4975 of the Code, or any person who holds Short and Leveraged Commodity Securities on behalf of, for the benefit of or with any assets of any such Plan or entity (any such Plan entity or person, a "**Prohibited Benefit Plan Investor**"). If the Issuer determines that any Security Holder is a Prohibited Benefit Plan Investor, the Issuer may redeem the Short and Leveraged Commodity Securities held by that Security Holder in accordance with the provisions of the Conditions under the heading "Compulsory Redemption by the Issuer or the Trustee" (Condition 8).

Further restrictions on offers and sales of Short and Leveraged Commodity Securities and on the distribution of this Prospectus are set out in paragraph 3 of Part 13 (*Additional Information*).

11. Consent to use of Prospectus by Financial Intermediaries in certain Member States and the United Kingdom

The Issuer has consented to the use of this Prospectus, and has accepted responsibility for the content of this Prospectus, with respect to subsequent resale or final placement by way of public offer of the Short or Leveraged Commodity Securities by any financial intermediary in any of Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, the Netherlands, Norway, Spain and Sweden any financial intermediary which is an investment firm within the meaning of the MiFID II and which is authorised in accordance with MiFID II in any member state. The Issuer has also consented to the use of this Prospectus in the United Kingdom, and has accepted responsibility for the content of this Prospectus, with respect to subsequent resale or final placement by way of public offer of the Short and Leveraged Commodity Securities in the United Kingdom by any financial intermediary which is an investment firm within the meaning of FSMA and which is authorised under Part 4A of FSMA. Each such consent applies to any such resale or final placement by way of public offer during the period of 12 months from the date of this Prospectus unless such consent is withdrawn prior to that date by notice published on the Issuer's website.

In the event of an offer being made by a financial intermediary, this financial intermediary will provide information to investors on the terms and conditions of the offer at the time the offer is made. Any financial intermediary using this Prospectus for the purpose of any offering must state on its website that it uses this Prospectus in accordance with the consent given and the conditions attached thereto.

It is a condition of this consent that, where the financial intermediary wishes to resell or make a final placement by way of public offer of the Short and Leveraged Commodity Securities, such financial intermediary may not reuse this Prospectus for such purpose unless it is in those Public Offer Jurisdictions identified in the Final Terms, provided such offer is made during the Offer Period specified in the applicable Final Terms. The financial intermediary may not otherwise reuse this Prospectus to sell Short and Leveraged Commodity Securities.

In the event of a public offer in one or more Public Offer Jurisdictions, the Short or Leveraged Commodity Securities may be offered and sold to persons in the relevant Public Offer Jurisdiction who are legally eligible to participate in a public offering of such securities in such jurisdiction under applicable laws and regulations.

12. Data Protection

Privacy notice

Please refer to the ***privacy notice*** on the website of the Issuer at https://www.wisdomtree.eu. The privacy notice sets out your individual rights; and identifies how personal data will be used, stored, transferred or otherwise processed is available on the website of the Issuer.

Personal data will typically include name, address, email address, telephone number and any other information an investor or his or her adviser may supply.

Use of information

The information which is provided by or on behalf of a prospective individual investor in connection with its application for Short and Leveraged Commodity Securities or which is subsequently provided by or on behalf of a prospective individual investor or individual investor (personal data) will be held and processed by the Issuer in compliance with the relevant data protection legislation (Data Protection Legislation).

The Issuer shall act as data controller for the purposes of the Data Protection Legislation.

Personal data will be held and processed by the Issuer and/or the Issuer's service providers for the following purposes:

(i) verifying the identity of prospective investors for the purpose of complying with the statutory and regulatory requirements of the Issuer and any service provider to the Issuer in relation to anti-money laundering in Jersey or elsewhere;

(ii) evaluating and complying with any anti-money laundering, regulatory and tax requirements in respect of the Issuer;

(iii) meeting the legal, regulatory, reporting and/or financial obligations of the Issuer or any service provider to the Issuer in Jersey or elsewhere including, without limitation, with respect to compliance with the US Foreign Account Tax Compliance Act and the OECD common reporting standard or any legislation, regulations or guidance enacted in any jurisdiction that seeks to implement a similar tax reporting or withholding tax regime;

(iv) any purpose ancillary to the foregoing;

(v) any purpose in connection with the issue, transfer, redemption and registration of Short and Leveraged Commodity Securities and/or the management and operation of the Issuer.

In certain circumstances it may be necessary for the Issuer or the Issuer's service providers to:

(i) disclose personal data to third party service providers or agents or advisers appointed to provide services for the purpose of operating the Issuer or in connection with the issuance, transfer, redemption and registration of Short and Leveraged Commodity Securities; and/or

(ii) transfer personal data outside of the European Economic Area to countries or territories which do not offer the same level of protection for the rights and freedoms of investors as Jersey.

If such a disclosure or transfer of personal data is made, the Issuer will, where appropriate, ensure that contracts are in place to ensure that any third party service provider or agent to whom the personal data is disclosed or transferred is bound to provide an adequate level of protection in respect of such data.

Third parties supplying personal data

Persons who provide personal data relating to individuals other than themselves to the Issuer and / or its service providers are responsible for informing any such individual of the disclosure and use of such data as described above; and for drawing to the attention of such individuals the privacy notice referred to above.

GDPR representative

The Issuer has designated WisdomTree Ireland Limited as its representative in the EU pursuant to Article 27 of the General Data Protection Regulation and WisdomTree UK Limited as its representative in the UK pursuant to the Data Protection Act 2018.

ANNEX 1

FORM OF THE GLOBAL BEARER CERTIFICATES

INHABER-SAMMELZERTIFIKAT

für

• [siehe Anhang 1] [Short Commodity][Leveraged Commodity] Securities Namensschuldverschreibungen

der

WisdomTree Commodity Securities Limited

(formerly ETFS Commodity Securities Limited)

Ordnance House, 31 Pier Road, St Helier, Jersey, Channel Islands, JE4 8PW

eingeteilt in Teilschuldverschreibungen im Nennbetrag von je • [siehe Anhang 1]

Für dieses Inhaber-Sammelzertifikat hält die Clearstream Banking Aktiengesellschaft mit Sitz in Frankfurt am Main, Bundesrepublik Deutschland (im folgenden ''Clearstream'' genannt), als Deckung • [siehe Anhang 1] [Short Commodity][Leveraged Commodity] Securities Namensschuldverschreibungen (im folgenden ''Schuldverschreibungen'' genannt) der WisdomTree Commodity Securities Limited, Jersey, Channel Islands (im folgenden ''Gesellschaft'' genannt). Die durch den Treuhandvertrag vom 8 Februar 2008 zwischen der Gesellschaft und der The Law Debenture Trust Corporation p.l.c. (im folgenden ''Treuhandvertrag'') begründeten Schuldverschreibungen sind, wie im Treuhandvertrag näher dargelegt, besichert, und in Namensteilschuldverschreibungen mit einen Nennbetrag von je • [siehe Anhang 1] eingeteilt. Die Schuldverschreibungen sind auf Vidacos Nominees Limited, London, England, eingetragen und in einem bei der Citibank N.A., London, England, unterhaltenen Sonderdepot, verwahrt. Jeder Miteigentümer dieses Sammelzertifikats ist berechtigt, jederzeit von Clearstream die Auslieferung und Registrierung einer seinem Miteigentumsanteil entsprechenden Stückzahl von [Short Commodity][Leveraged Commodity] Securities Schuldverschreibungen der Gesellschaft auf seinen Namen oder den Namen eines von ihm benannten Dritten in das maßgebliche Schuldverschreibungsregister, zu verlangen.

Im Übrigen gelten die diesem Inhaber-Sammelzertifikat beigefügten Zertifikatsbedingungen, die Bestandteil dieser Urkunde sind.

Frankfurt am Main, den …

CLEARSTREAM BANKING

AKTIENGESELLSCHAFT

ANNEX 2

TEXT OF THE CONDITIONS OF THE GLOBAL BEARER CERTIFICATES

Zertifikatsbedingungen

1. Dieses Inhaber-Sammelzertifikat trägt die Unterschriften zweier Vorstandsmitglieder oder eines Vorstandsmitgliedes und eines Prokuristen der Clearstream Banking Aktiengesellschaft, Frankfurt am Main, Bundesrepublik Deutschland, (im folgenden "Clearstream" genannt).

2. Jeder Miteigentümer dieses Inhaber-Sammelzertifikats ist berechtigt, jederzeit von der Clearstream die Auslieferung und Registrierung einer seinem Miteigentumsanteil entsprechenden Stückzahl von • [siehe Anhang 1] [Short Commodity][Leveraged Commodity] Securities Namensschuldverschreibungen (im folgenden ''Schuldverschreibungen'' genannt) der WisdomTree Commodity Securities Limited, Jersey, Channel Islands, England, (im folgenden ''Gesellschaft'' genannt) auf seinen Namen oder den Namen eines von ihm benannten Dritten in das maßgebliche Schuldverschreibungsregister zu verlangen. Die durch den Treuhandvertrag vom 8 Februar 2008 zwischen der Gesellschaft und der The Law Debenture Trust Corporation p.l.c. (im folgenden ''Treuhandvertrag'') begründeten Schuldverschreibungen sind, wie im Treuhandvertrag näher dargelegt, besichert und in Namensteilschuldverschreibungen mit einem Nennbetrag von je • [siehe Anhang 1] eingeteilt. Einen entsprechenden Auftrag hat der Miteigentümer der Clearstream über seine Depotbank zu erteilen, wobei die Lieferadresse bzw. die Adresse, an welche die Urkunde bezüglich der Eintragung in das Schuldverschreibungsregister durch den Registrar versandt werden soll, angegeben sein muss.

   Außer der von der Clearstream im Rahmen des § 315 des Bürgerlichen Gesetzbuches bestimmten Gebühr für die Auslieferung bzw. Übertragung hat der Miteigentümer etwaige mit der Auslieferung bzw. Übertragung und Umschreibung entstehende sonstige Kosten, Steuern, Gebühren oder Abgaben zu tragen.

   Die Auslieferung von Einzelstücken aus diesem Inhaber-Sammelzertifikat kann von den Miteigentümern nicht verlangt werden.

3. Die Clearstream vermittelt dem Miteigentümer über dessen Depotbank nach Maßgabe seines Anteils am Inhaber-Sammelzertifikat grundsätzlich alle Rechte aus den Schuldverschreibungen, soweit sie ihr nach Maßgabe des englischen Rechts bzw. des Rechts von Jersey, Channel Islands, zustehen.

   Zinsen, Ausschüttungen, Kapital und etwaige sonstige Barzahlungen leitet die Clearstream an den Miteigentümer weiter.

   Im Übrigen gelten die von der Clearstream gegebenenfalls bekanntzugebenden Fristen und Bedingungen.

   Sämtliche Zahlungen an den Miteigentümer erfolgen nach Maßgabe der jeweils geltenden Devisenvorschriften in EURO, es sei denn, dass der Miteigentümer rechtzeitig vor Fälligkeit Zahlung in USD (United States Dollars) verlangt hat.

4. Ein etwaiges Stimmrecht anlässlich einer Gläubigerversammlung wird die Clearstream grundsätzlich nicht ausüben. Sie wird dem Miteigentümer oder einem von diesem benannten Dritten auf Verlangen eine Vollmacht zur Ausübung des Stimmrechts erteilen lassen.

   Die Gesellschaft hat sich verpflichtet, die Tagesordnung von Gläubigerversammlungen sowie die Voraussetzungen zur Teilnahme an der Gläubigerversammlung und zur Ausübung des Stimmrechts im Vorfeld einer solchen Gläubigerversammlung bekanntzugeben.

5. Sollte die Ausgabe des Inhaber-Sammelzertifikats zu irgendeinem Zeitpunkt in der Bundesrepublik Deutschland oder auf Jersey, Channel Islands, irgendwelchen Steuern, Gebühren oder Abgaben unterliegen, so haben die Miteigentümer diese Steuern, Gebühren oder Abgaben nach Maßgabe ihrer Anteile am Inhaber-Sammelzertifikat zu tragen.

   Die Clearstream ist berechtigt, Steuern, Gebühren oder Abgaben, denen sie zu irgendeinem Zeitpunkt in der Bundesrepublik Deutschland oder auf Jersey, Channel Islands, allein auf Grund

der Tatsache unterworfen wird, dass sie die Schuldverschreibungen hält, auf alle Miteigentümer nach Maßgabe ihrer Anteile am Inhaber-Sammelzertifikat umzulegen.

6. Treten aus irgendeinem Grunde an die Stelle der Schuldverschreibungen andere Schuldverschreibungen oder ein sonstiger Vermögenswert, so wandelt sich das Recht der Miteigentümer auf die Schuldverschreibungen in ein Recht auf den Ersatzgegenstand. Die Zertifikatsbedingungen gelten dann sinngemäß.

7. Die Clearstream ist berechtigt, die Citibank N.A., London, England, (im folgenden ''Verwahrer'' genannt) in ihrer Funktion als Verwahrer oder die Vidacos Nominees Ltd., London, England, (im folgenden "Nominee" genannt) in ihrer Funktion als Nominee durch eine andere Person zu ersetzen. Die Haftung der Clearstream beschränkt sich hierbei auf die sorgfältige Auswahl. Unberührt bleibt die Befugnis der Clearstream, die Funktion des Verwahrers oder des Nominees selbst wahrzunehmen. Im Fall der Ersetzung des Verwahrers oder des Nominees gelten alle Bezugnahmen auf den Verwahrer bzw. den Nominee in diesen Bedingungen als Bezugnahmen auf den neuen Verwahrer bzw. Nominee.

8. Werden die Schuldverschreibungen in einer die Mitwirkung der Clearstream in dieser Form nicht mehr erfordernden Weise an deutschen Wertpapierbörsen lieferbar oder wird die Zulassung der Schuldverschreibungen in Form von Miteigentumsanteilen am Inhaber-Sammelzertifikat zum Handel und zur amtlichen Notierung an deutschen Wertpapierbörsen zurückgenommen, so wird die Clearstream die Miteigentümer auffordern, ihr einen Auftrag gemäß Ziffer 2. Abs. 1 zu erteilen. Wird dieser Auftrag nicht innerhalb einer Frist von 3 Monaten seit Veröffentlichung der Aufforderung erteilt, so ist die Clearstream nach ihrem Ermessen berechtigt, die Eintragung der Schuldverschreibungen auf den Namen des Miteigentümers oder eines in der Aufforderung benannten Dritten zu veranlassen und die Schuldverschreibungen bei einer in der Aufforderung angegebenen Stelle für den Miteigentümer auf dessen Kosten und Gefahr zu hinterlegen. Damit erlöschen sämtliche Pflichten der Clearstream aus dem Inhaber-Sammelzertifikat.

9. Alle das Inhaber-Sammelzertifikat betreffenden Bekanntmachungen werden in mindestens je einem überregionalen Börsenpflichtblatt der deutschen Wertpapierbörsen veröffentlicht werden, an denen die Schuldverschreibungen in Form von Miteigentumsanteilen am Inhaber-Sammelzertifikat gehandelt und amtlich notiert werden.

10. Die Miteigentümer tragen anteilig alle wirtschaftlichen und rechtlichen Nachteile und Schäden, die den für das Inhaber-Sammelzertifikat als Deckung gehaltenen Bestand an Schuldverschreibungen infolge höherer Gewalt, Regierungserlassen, Krieg, Aufruhr, Verfügungen von hoher Hand im In- oder Ausland oder anderer Umstände treffen sollten, die die Clearstream oder der Verwahrer nicht zu vertreten haben.

    Die Clearstream wird alle Verpflichtungen aus dem Inhaber-Sammelzertifikat mit der Sorgfalt eines ordentlichen Kaufmannes erfüllen. Wird sie durch höhere Gewalt, Regierungserlasse, Krieg, Aufruhr, Verfügungen von hoher Hand im In- oder Ausland oder andere Umstände, die sie nicht zu vertreten hat, an der Erfüllung ihrer Verpflichtungen gehindert, so trifft sie keine Verantwortung.

    Der Verwahrer und der Nominee sind der Clearstream gegenüber zur ordnungsgemäßen Wahrnehmung der ihnen obliegenden Aufgaben verpflichtet. Etwaige Ansprüche gegen den Verwahrer oder den Nominee wird die Clearstream zugunsten der Miteigentümer geltend machen. Darüber hinaus haftet die Clearstream nur für die sorgfältige Auswahl des Verwahrers und des Nominees.

11. Sollte irgendeine dieser Bestimmungen ganz oder teilweise unwirksam oder undurchführbar sein oder werden, so bleiben die übrigen Bestimmungen hiervon unberührt. Für unwirksame oder undurchführbare Bestimmungen soll eine dem Sinn und Zweck dieses Vertragsverhältnisses entsprechende Regelung gelten.

12. Alle Rechtsbeziehungen zwischen dem Miteigentümer und der Clearstream unterliegen dem Recht der Bundesrepublik Deutschland. Ausschließlicher Gerichtsstand ist Frankfurt am Main.

13. Eine Änderung dieser Zertifikatsbedingungen ist nur zulässig, soweit durch sie die Rechte der Miteigentümer nicht beeinträchtigt werden, es sei denn, dass sie durch gesetzliche Vorschriften bedingt ist.

Anhang 1

Sofern WisdomTree Commodity Securities Limited weitere Schuldverschreibungen im Rahmen ihres Programms begibt, kann Anhang 1 jederzeit geändert werden.

Name	Ursprüngliche ISIN (der) Schuldverschreibung)	LSE Code	Nennbetrag (USD) 7 Juli 2016
WisdomTree Aluminium 1x Daily Short (formerly ETFS 1x Daily Short Aluminium)	JE00B24DK421	SALU	$5.00000000
WisdomTree Cocoa 1x Daily Short (formerly ETFS 1x Daily Short Cocoa)	JE00B2NFT310	SCOC	$5.00000000
WisdomTree Coffee 1x Daily Short (formerly ETFS 1x Daily Short Coffee)	JE00B24DK538	SCFE	$5.00000000
WisdomTree Copper 1x Daily Short (formerly ETFS 1x Daily Short Copper)	JE00B24DK645	SCOP	$5.00000000
WisdomTree Corn 1x Daily Short (formerly ETFS 1x Daily Short Corn)	JE00B24DK751	SCOR	$5.00000000
WisdomTree Cotton 1x Daily Short (formerly ETFS 1x Daily Short Cotton)	JE00B24DK868	SCTO	$5.00000000
WisdomTree WTI Crude Oil 1x Daily Short (formerly ETFS 1x Daily Short WTI Crude Oil)	JE00B24DK975	SOIL	$5.00000000
WisdomTree Gasoline 1x Daily Short (formerly ETFS 1x Daily Short Gasoline)	JE00B24DKB91	SGAS	$5.00000000
WisdomTree Gold 1x Daily Short (formerly ETFS 1x Daily Short Gold)	JE00B24DKC09	SBUL	$5.00000000
WisdomTree Heating Oil 1x Daily Short (formerly ETFS 1x Daily Short Heating Oil)	JE00B24DKD16	SHEA	$5.00000000
WisdomTree Lead 1x Daily Short (formerly ETFS 1x Daily Short Lead)	JE00B2NFT088	SLEA	$5.00000000
WisdomTree Lean Hogs 1x Daily Short (formerly ETFS 1x Daily Short Lean Hogs)	JE00B24DKF30	SLHO	$5.00000000
WisdomTree Live Cattle 1x Daily Short (formerly ETFS 1x Daily Short Live Cattle)	JE00B24DKG47	SLCT	$5.00000000
WisdomTree Natural Gas 1x Daily Short (formerly ETFS 1x Daily Short Natural Gas)	JE00B24DKH53	SNGA	$5.00000000
WisdomTree Nickel 1x Daily Short (formerly ETFS 1x Daily Short Nickel)	JE00B24DKJ77	SNIK	$5.00000000
WisdomTree Platinum 1x Daily Short (formerly ETFS 1x Daily Short Platinum)	JE00B2NFT195	SPLA	$5.00000000
WisdomTree Silver 1x Daily Short (formerly ETFS 1x Daily Short Silver)	JE00B24DKK82	SSIL	$1.78
WisdomTree Soybean Oil 1x Daily Short (formerly ETFS 1x Daily Short Soybean Oil)	JE00B24DKL99	SSYO	$5.00000000
WisdomTree Soybeans 1x Daily Short (formerly ETFS 1x Daily Short Soybeans)	JE00B24DKP38	SSOB	$5.00000000
WisdomTree Sugar 1x Daily Short (formerly ETFS 1x Daily Short Sugar)	JE00B24DKQ45	SSUG	$1.85
WisdomTree Tin 1x Daily Short (formerly ETFS 1x Daily Short Tin)	JE00B2NFT203	STIM	$5.00000000
WisdomTree Wheat 1x Daily Short (formerly ETFS 1x Daily Short Wheat)	JE00B24DKR51	SWEA	$5.00000000
WisdomTree Zinc 1x Daily Short (formerly ETFS 1x Daily Short Zinc)	JE00B24DKS68	SZIC	$5.00000000

Name	Ursprüngliche ISIN (der) Schuldverschreibung)	LSE Code	Nennbetrag (USD) 7 Juli 2016
WisdomTree Agriculture 1x Daily Short (formerly ETFS 1x Daily Short Agriculture)	JE00B24DL056	SAGR	$5.00000000
WisdomTree Broad Commodities 1x Daily Short (formerly ETFS 1x Daily Short All Commodities)	JE00B24DKT75	SALL	$5.00000000
WisdomTree Energy 1x Daily Short (formerly ETFS 1x Daily Short Energy)	JE00B24DKV97	SNRG	$5.00000000
WisdomTree Grains 1x Daily Short (formerly ETFS 1x Daily Short Grains)	JE00B24DL387	SGRA	$5.00000000
WisdomTree Industrial Metals 1x Daily Short (formerly ETFS 1x Daily Short Industrial Metals)	JE00B24DKZ36	SIME	$5.00000000
WisdomTree Livestock 1x Daily Short (formerly ETFS 1x Daily Short Livestock)	JE00B24DL270	SLST	$5.00000000
WisdomTree Petroleum 1x Daily Short (formerly ETFS 1x Daily Short Petroleum)	JE00B24DKW05	SPET	$5.00000000
WisdomTree Precious Metals 1x Daily Short (formerly ETFS 1x Daily Short Precious Metals)	JE00B24DKY29	SPMT	$5.00000000
WisdomTree Aluminium 2x Daily Leveraged (formerly ETFS 2x Daily Long Aluminium)	JE00B2NFTC05	LALU	$1.23
WisdomTree Cocoa 2x Daily Leveraged (formerly ETFS 2x Daily Long Cocoa)	JE00B2NFV803	LCOC	$2.58
WisdomTree Coffee 2x Daily Leveraged (formerly ETFS 2x Daily Long Coffee)	JE00B2NFTD12	LCFE	$0.89
WisdomTree Copper 2x Daily Leveraged (formerly ETFS 2x Daily Long Copper)	JE00B2NFTF36	LCOP	$1.24
WisdomTree Corn 2x Daily Leveraged (formerly ETFS 2x Daily Long Corn)	JE00B2NFTG43	LCOR	$1.19
WisdomTree Cotton 2x Daily Leveraged (formerly ETFS 2x Daily Long Cotton)	JE00B2NFTH59	LCTO	$1.12
WisdomTree WTI Crude Oil 2x Daily Leveraged (formerly ETFS 2x Daily Long WTI Crude Oil)	JE00BDD9Q840	LOIL	$24.36
WisdomTree Gasoline 2x Daily Leveraged (formerly ETFS 2x Daily Long Gasoline)	JE00B2NFTK88	LGAS	$1.43
WisdomTree Gold 2x Daily Leveraged (formerly ETFS 2x Daily Long Gold)	JE00B2NFTL95	LBUL	$2.69
WisdomTree Heating Oil 2x Daily Leveraged (formerly ETFS 2x Daily Long Heating Oil)	JE00B2NFTM03	LHEA	$1.02
WisdomTree Lead 2x Daily Leveraged (formerly ETFS 2x Daily Long Lead)	JE00B2NFTZ32	LLEA	$0.69
WisdomTree Lean Hogs 2x Daily Leveraged (formerly ETFS 2x Daily Long Lean Hogs)	JE00B2NFTN10	LLHO	$0.45
WisdomTree Live Cattle 2x Daily Leveraged (formerly ETFS 2x Daily Long Live Cattle)	JE00B2NFTP34	LLCT	$2.39
WisdomTree Natural Gas 2x Daily Leveraged (formerly ETFS 2x Daily Long Natural Gas)	JE00BDD9Q956	LNGA	$19.194
WisdomTree Nickel 2x Daily Leveraged (formerly ETFS 2x Daily Long Nickel)	JE00BDD9QB77	LNIK	$11.70
WisdomTree Platinum 2x Daily Leveraged (formerly ETFS 2x Daily Long Platinum)	JE00B2NFV134	LPLA	$0.68
WisdomTree Silver 2x Daily Leveraged (formerly ETFS 2x Daily Long Silver)	JE00B2NFTS64	LSIL	$0.91
WisdomTree Soybean Oil 2x Daily Leveraged (formerly ETFS 2x Daily Long Soybean Oil)	JE00B2NFTT71	LSYO	$5.00000000

Name	Ursprüngliche ISIN (der) Schuldverschreibung)	LSE Code	Nennbetrag (USD) 7 Juli 2016
WisdomTree Soybeans 2x Daily Leveraged (formerly ETFS 2x Daily Long Soybeans)	JE00B2NFTV93	LSOB	$1.91
WisdomTree Sugar 2x Daily Leveraged (formerly ETFS 2x Daily Long Sugar)	JE00B2NFTW01	LSUG	$0.53
WisdomTree Tin 2x Daily Leveraged (formerly ETFS 2x Daily Long Tin)	JE00B2NFV241	LTIM	$2.68
WisdomTree Wheat 2x Daily Leveraged (formerly ETFS 2x Daily Long Wheat)	JE00BDD9QC84	LWEA	$8.064
WisdomTree Zinc 2x Daily Leveraged (formerly ETFS 2x Daily Long Zinc)	JE00B2NFTY25	LZIC	$0.88
WisdomTree Agriculture 2x Daily Leveraged (formerly ETFS 2x Daily Long Agriculture)	JE00B2NFT427	LAGR	$1.75
WisdomTree Broad Commodities 2x Daily Leveraged (formerly ETFS 2x Daily Long All Commodities)	JE00B2NFV571	LALL	$0.71
WisdomTree Grains 2x Daily Leveraged (formerly ETFS 2x Daily Long Grains)	JE00B2NFT757	LGRA	$1.73
WisdomTree Industrial Metals 2x Daily Leveraged (formerly ETFS 2x Daily Long Industrial Metals)	JE00B2NFV688	LIME	$1.36
WisdomTree Precious Metals 2x Daily Leveraged (formerly ETFS 2x Daily Long Precious Metals)	JE00B2NFV795	LPMT	$2.08
WisdomTree Softs 2x Daily Leveraged (formerly ETFS 2x Daily Long Softs)	JE00B2NFTB97	LSFT	$1.86

Please note that the Global Bearer Certificate has not been updated to reflect the updated names of the Issuer and the names of the Short and Leveraged Commodity Securities

ANNEX 3

FORM OF FINAL TERMS

Pro Forma Final Terms for an issue by WisdomTree Commodity Securities Limited under the Programme for the Issue of Short and Leveraged Commodity Securities. This form of Final Terms is used when Short and Leveraged Commodity Securities are to be admitted to trading on a regulated market other than in conjunction with an offer thereof to the public in one or more member states, for example, to Authorised Participants.

FINAL TERMS
Dated [•] 20[•]

WISDOMTREE COMMODITY SECURITIES LIMITED

(formerly ETFS Commodity Securities Limited)

LEI: 21380068Q1JSIAN4FO63

(Incorporated and registered in Jersey under the Companies (Jersey) Law 1991 (as amended) with registered number 90959)

(the "Issuer")

Programme for the Issue of WisdomTree Short and Leveraged Commodity Securities

Issue of

[number] [class] [Individual/Index] Securities

[and

[number][class][Individual/Index] Securities]

([together] the "WisdomTree Short and Leveraged Commodity Securities")

These Final Terms (as referred to in the prospectus as supplemented from time to time (the "**Prospectus**") dated 4 January 2021 in relation to the above Programme) relates to the issue of the WisdomTree Short and Leveraged Commodity Securities referred to above. The WisdomTree Short and Leveraged Commodity Securities have the terms provided for in the trust instrument dated 8 February 2008 as amended and supplemented by trust instruments supplemental thereto between the Issuer and The Law Debenture Trust Corporation p.l.c. as trustee constituting the WisdomTree Short and Leveraged Commodity Securities. Words and expressions used in these Final Terms and not defined herein bear the same meaning as in the Prospectus.

These Final Terms have been prepared for the purpose of (1) filing with a competent authority (within the meaning of the Prospectus Regulation) for the purpose of Article 8(4) of the Prospectus Regulation and (2) filing with the FCA for the purposes of the UK Prospectus Regulation and the Prospectus Regulation Rules only. These Final Terms must be read in conjunction with the Prospectus and any supplement, which are published in accordance with Article 21 of the Prospectus Regulation and Rule PRR3.2 of the Prospectus Regulation Rules on the website of the Issuer: https://www.wisdomtree.eu. In order to get the full information both the Prospectus (and any supplement) and these Final Terms must be read in conjunction. A summary of the individual issue is annexed to these Final Terms.

The particulars in relation to this issue of WisdomTree Short or Leveraged Commodity Securities are as follows:

Issue Date:	[•]
Class:	[•]
ISIN:	[•]
Creation Price:	[•]
Aggregate Number of WisdomTree Short or Leveraged Commodity Securities to which these Final Terms apply:	[•]
Estimated net proceeds of issue of the WisdomTree Short or Leveraged Commodity Securities to which these Final Terms apply:	[•]

Maximum number/amount of WisdomTree Short or Leveraged Commodity Securities that may be issued of the Class or Category being issued pursuant to these Final Terms:	[•]
Exchange[s] on which WisdomTree Short or Leveraged Commodity Securities are admitted to trading:	[London Stock Exchange]* [Frankfurt Stock Exchange] [Borsa Italiana S.p.A] [Euronext Amsterdam] [Euronext Dublin]

* Please note that the admission to the UK Official List and to trading on the Main Market of the London Stock Exchange are not offers or admission to trading made under the Prospectus Regulation but are such offers and admission to trading for the purposes of the UK Prospectus Regulation.

The Issuer does not fall under Article 5.1 or 5.2 of Council Regulation (EU) No 833/2014 as amended by Council Regulation (EU) No. 960/2014 of 8 September 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine.

Annex – Form of Issue Specific Summary

(Issuer to annex form of issue specific summary to the Final Terms)

ANNEX 4

FORM OF FINAL TERMS – PUBLIC OFFERS

Pro Forma Final Terms for an offer of WisdomTree Commodity Securities to the public under the Programme for the Issue of Short and Leveraged Commodity Securities. This form of Final Terms is used when Short and Leveraged Commodity Securities are being offered to the public in one or more member states.

FINAL TERMS
Dated [•] 20[•]

WISDOMTREE COMMODITY SECURITIES LIMITED

(formerly ETFS Commodity Securities Limited)

LEI: 21380068Q1JSIAN4FO63

(Incorporated and registered in Jersey under the Companies (Jersey) Law 1991 (as amended) with registered number 90959)

(the "Issuer")

Programme for the Issue of WisdomTree Short and Leveraged Commodity Securities

Issue of

[number] [class] [Individual/Index] Securities

([together] the "WisdomTree Short and Leveraged Commodity Securities")

These Final Terms (as referred to in the base prospectus as supplemented from time to time (the "**Prospectus**") dated 4 January 2021 in relation to the above Programme) relates to the issue of the WisdomTree Short and Leveraged Commodity Securities referred to above. The WisdomTree Short and Leveraged Commodity Securities have the terms provided for in the trust instrument dated 8 February 2008 as amended and supplemented by trust instruments supplemental thereto between the Issuer and The Law Debenture Trust Corporation p.l.c. as trustee constituting the WisdomTree Short and Leveraged Commodity Securities. Words and expressions used in these Final Terms bear the same meaning as in the Prospectus.

These Final Terms have been prepared for the purpose of (1) filing with a competent authority (within the meaning of the Prospectus Regulation) for the purpose of Article 8(4) of the Prospectus Regulation and (2) filing with the FCA for the purposes of the UK Prospectus Regulation and the Prospectus Regulation Rules only. These Final Terms must be read in conjunction with the Prospectus and any supplement, which are published in accordance with Article 21 of the Prospectus Regulation and Rule PRR3.2 of the Prospectus Regulation Rules on the website of the Issuer https://www.wisdomtree.eu. In order to get the full information both the Prospectus (and any supplement) and these Final Terms must be read in conjunction. A summary of the individual issue is annexed to these Final Terms.

An offer of the WisdomTree Short and Leveraged Commodity Securities may be made (other than pursuant to Article 1(4) of the Prospectus Regulation) by the Issuer or by [• with LEI[•]] (each a "Permitted Offeror") in [Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, the Netherlands, Norway, Spain and Sweden] [the United Kingdom (please note that such offers in the United Kingdom will not be offers made pursuant to the Prospectus Regulation)] ("**Public Offer Jurisdictions**") during the period from [•] until [•] (the "**Offer Period**").

The particulars in relation to this issue of Short and Leveraged Commodity Securities are as follows:

Issue Date:	[•]
Class:	[•]
ISIN:	[•]
Creation Price:	[•]
Aggregate Number of WisdomTree Short or Leveraged Commodity Securities to which these Final Terms apply:	[•]

Estimated net proceeds of issue of the WisdomTree Short or Leveraged Commodity Securities to which these Final Terms apply:	[•]
Maximum number/amount of WisdomTree Short and Leveraged Commodity Securities that may be issued of the Class or Category being issued pursuant to these Final Terms:	[•]
Total amount of the offer; if the amount is not fixed, description of the arrangement and time for announcing to the public the amount of the offer:	[•]

Terms and Conditions of the Offer

Offer Price:	[•]
Conditions to which the offer is subject:	[•]
The time period, including any possible amendments during which the offer will be open and a description of the application process:	[•]
Details of the minimum and/or maximum amount of application:	[•]
Details of the method and time limits for paying up and delivering the WisdomTree Short and Leveraged Commodity Securities:	[•]
Manner in and date on which results of the offer are to be made public:	[•]
Whether tranche(s) have been reserved for certain countries:	[•]
Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:	[•]
Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	[•]
Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place:	[•]
Name and address of any paying agents and depository agents in each country:	[•]
Entities agreeing to underwrite the issue on a firm commitment basis, and entities agreeing to place the issue without a firm commitment or under “best efforts” arrangements. Where not all of the issue is underwritten, a statement of the portion not covered:	[•]
When the underwriting agreement has been or will be reached:	[•]
Name and address of a calculation agent:	[•]
Exchange[s] on which WisdomTree Short or Leveraged Commodity Securities are admitted to trading:	[London Stock Exchange]* [Frankfurt Stock Exchange] [Borsa Italiana S.p.A] [Euronext Amsterdam] [Euronext Dublin]

* Please note that the admission to the UK Official List and to trading on the Main Market of the London Stock Exchange are not offers or admission to trading made under the Prospectus Regulation but are such offers and admission to trading for the purposes of the UK Prospectus Regulation.

The Issuer does not fall under Article 5.1 or 5.2 of Council Regulation (EU) No 833/2014 as amended by Council Regulation (EU) No. 960/2014 of 8 September 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine.

Annex – Form of Issue Specific Summary

(Issuer to annex form of issue specific summary to the Final Term