

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D  
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT  
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO  
§ 240.13d-2(a)

(Amendment No. 1)<sup>1</sup>

WisdomTree Investments, Inc.  
(Name of Issuer)

Common Stock, \$0.01 par value per share  
(Title of Class of Securities)

97717P104  
(CUSIP Number)

GRAHAM TUCKWELL  
ETF CAPITAL LIMITED  
Ordnance House, 31 Pier Road  
St. Helier, Jersey JE2 4XW

IRSHAD KARIM  
LION POINT CAPITAL, LP  
250 W 55th Street, 33rd Floor  
New York, New York 10019

ANDREW FREEDMAN, ESQ.  
OLSHAN FROME WOLOSKY LLP  
1325 Avenue of the Americas  
New York, New York 10019  
(212) 451-2300  
(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

March 8, 2022  
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

*Note:* Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

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<sup>1</sup> The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1	NAME OF REPORTING PERSON  ETFs Capital Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  OO (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  JERSEY	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  - 0 -
	8	SHARED VOTING POWER  15,250,000 (1)
	9	SOLE DISPOSITIVE POWER  - 0 -
	10	SHARED DISPOSITIVE POWER  15,250,000 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  15,250,000 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  10.5%	
14	TYPE OF REPORTING PERSON  OO	

(1) Excludes Shares (as defined below) issuable upon conversion of 14,750 shares of Series A Preferred Stock (as defined in Item 3).

1	NAME OF REPORTING PERSON  GRAHAM TUCKWELL	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  AUSTRALIA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  - 0 -
	8	SHARED VOTING POWER  15,250,000 (1)
	9	SOLE DISPOSITIVE POWER  - 0 -
	10	SHARED DISPOSITIVE POWER  15,250,000 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  15,250,000 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  10.5%	
14	TYPE OF REPORTING PERSON  IN	

(1) Excludes Shares issuable upon conversion of 14,750 Series A Preferred Stock.

1	NAME OF REPORTING PERSON  Lion Point Capital, LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  WC, AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  - 0 -
	8	SHARED VOTING POWER  4,521,979
	9	SOLE DISPOSITIVE POWER  - 0 -
	10	SHARED DISPOSITIVE POWER  4,521,979
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  4,521,979	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  3.1%	
14	TYPE OF REPORTING PERSON  PN	

1	NAME OF REPORTING PERSON  Lion Point Holdings GP, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  WC, AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  - 0 -
	8	SHARED VOTING POWER  4,521,979
	9	SOLE DISPOSITIVE POWER  - 0 -
	10	SHARED DISPOSITIVE POWER  4,521,979
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  4,521,979	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  3.1%	
14	TYPE OF REPORTING PERSON  OO	

1	NAME OF REPORTING PERSON  DIDRIC CEDERHOLM	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  WC, AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Sweden and France	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  - 0 -
	8	SHARED VOTING POWER  4,521,979
	9	SOLE DISPOSITIVE POWER  - 0 -
	10	SHARED DISPOSITIVE POWER  4,521,979
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  4,521,979	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  3.1%	
14	TYPE OF REPORTING PERSON  IN	

The following constitutes Amendment No. 1 to the Schedule 13D filed by the undersigned (“Amendment No. 1”). This Amendment No. 1 amends the Schedule 13D as specifically set forth herein.

Item 2. Identity and Background.

Item 2 is hereby amended and restated to read as follows:

- (a) This statement is filed by:
  - (i) ETFS Capital Limited, a Jersey company (“ETFS”), with respect to the Shares directly and beneficially owned by it, and Graham Tuckwell, as the Chairman of the Board of Directors and controlling shareholder of ETFS; and
  - (ii) Lion Point Capital, LP, a Delaware limited partnership (“Lion Point Capital”), with respect to the Shares beneficially owned by it as the investment manager to a certain investment fund client (the “Lion Point Account”), Lion Point Holdings GP, LLC, a Delaware limited liability company (“Lion Point Holdings”), as the general partner of Lion Point Capital, and Didric Cederholm as the Member and a Manager of Lion Point Holdings.

Each of the foregoing is referred to as a “Reporting Person” and collectively as the “Reporting Persons.” Each of the Reporting Persons is party to that certain Group Agreement, as further described in Item 6. Accordingly, the Reporting Persons are hereby filing a joint Schedule 13D.

(b) The address of the principal office of ETFS is Ordnance House, 31 Pier Road, St. Helier, Jersey JE2 4XW. The address of the principal office of Mr. Tuckwell is 43 Mary St., Hawthorn VIC 3122, Australia. The address of the principal office of each of Lion Point Capital, Lion Point Holdings and Mr. Cederholm is 250 West 55th Street, 33rd Floor, New York New York 10019.

(c) The principal business of ETFS is serving as an investment company. Mr. Tuckwell is the Chairman of the Board of Directors and controlling shareholder of ETFS. The principal business of Lion Point Capital is serving as the investment manager to certain investment fund clients, including the Lion Point Account. The principal business of Lion Point Holdings GP is serving as the general partner of Lion Point Capital. Mr. Cederholm is the Founding Partner and Chief Investment Officer of Lion Point Capital and a Member and a Manager of Lion Point Holdings GP.

(d) No Reporting Person, has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) No Reporting Person, has, during the last five years, been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Mr. Tuckwell is a citizen of Australia and Mr. Cederholm is a citizen of each of Sweden and France.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 is hereby amended and restated to read as follows:

The 15,250,000 Shares and 14,750 Series A Preferred Stock beneficially owned by the Reporting Persons were acquired on April 11, 2018 pursuant to the Share Sale Agreement, dated as of November 13, 2017 (the “Share Sale Agreement”), by and among the Issuer, WisdomTree International Holdings Ltd, a wholly-owned subsidiary of the Issuer, and ETFS. Pursuant to the Share Sale Agreement, the Issuer acquired certain assets of ETFS for a purchase price consisting of (i) \$253 million in cash, (ii) 15,250,000 Shares and (iii) 14,750 shares of Series A Non-Voting Convertible Preferred Stock, par value \$0.01 per share (the “Series A Preferred Stock”), which are convertible into an aggregate of 14,750,000 Shares, subject to certain restrictions.

The Shares beneficially owned by Lion Point Capital were purchased with working capital (which may, at any given time, include margin loans made by brokerage firms in the ordinary course of business) in open market purchases, except as otherwise noted. The aggregate purchase price of the 4,521,979 Shares beneficially owned by Lion Point Capital is approximately \$26,540,101, excluding brokerage commissions.

Item 4. Purpose of Transaction.

Item 4 is hereby amended to add the following:

On March 8, 2022, the Reporting Persons entered into a Group Agreement (the “Group Agreement”), as more fully described in Item 6, and which is attached hereto as Exhibit 99.1 and incorporated herein by reference, in connection with their collective efforts to seek changes to the composition of the Board and management of the Issuer. The Reporting Persons intend to attempt to work constructively with the Issuer to arrive at a solution that puts the Issuer in the best position to unlock value for the benefit of all stockholders and expect to have a dialogue with members of the Board to this end. In light of an upcoming key deadline for the Issuer’s 2022 Annual Meeting of Stockholders (the “2022 Annual Meeting”), the Reporting Persons reserve their right to take their case for Board representation directly to the Issuer’s stockholders.

Item 5. Interest in Securities of the Issuer.

Items 5(a) – (c) are hereby amended and restated to read as follows:

The aggregate percentage of Shares reported owned by each person named herein is based upon 146,586,291 Shares outstanding, as of February 15, 2022, which is the total number of Shares outstanding as reported in the Issuer’s Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 25, 2022.

As of the close of business on March 10, 2022, ETFS held 14,750 shares of Series A Preferred Stock, convertible into an aggregate of 14,750,000 Shares. The Series A Preferred Stock may not be converted into Shares if, after such conversion, ETFS and certain affiliates would beneficially own, as determined in accordance with the Share Sale Agreement and Section 13(d) Exchange Act, more than 9.99% of the Issuer’s then outstanding Shares (the “Beneficial Ownership Limitation”). As of the close of business on March 10, 2022, the Beneficial Ownership Limitation limits the aggregate conversion of Series A Preferred Stock by ETFS to 0 out of the 14,750,000 Shares underlying the Series A Preferred Stock held by ETFS.



A. ETFS

(a) As of the close of business on March 10, 2022, ETFS directly beneficially owned 15,250,000 Shares.

Percentage: Approximately 10.5%

(b) 1. Sole power to vote or direct vote: 0  
2. Shared power to vote or direct vote: 15,250,000  
3. Sole power to dispose or direct the disposition: 0  
4. Shared power to dispose or direct the disposition: 15,250,000

(c) ETFS has not entered into any transactions in the Issuer's securities during the past sixty days.

B. Mr. Tuckwell

(a) Mr. Tuckwell, as the Chairman and controlling shareholder of ETFS, may be deemed the beneficial owner of the 15,250,000 Shares.

Percentage: Approximately 10.5%

(b) 1. Sole power to vote or direct vote: 0  
2. Shared power to vote or direct vote: 15,250,000  
3. Sole power to dispose or direct the disposition: 0  
4. Shared power to dispose or direct the disposition: 15,250,000

(c) Mr. Tuckwell has not entered into any transactions in the Issuer's securities during the past sixty days.

C. Lion Point Capital

(a) Lion Point Capital, as the investment manager to the Lion Point Account, may be deemed the beneficial owner of 4,521,979 Shares.

Percentage: Approximately 3.1%

(b) 1. Sole power to vote or direct vote: 0  
2. Shared power to vote or direct vote: 4,521,979  
3. Sole power to dispose or direct the disposition: 0  
4. Shared power to dispose or direct the disposition: 4,521,979

(c) The transactions in the securities of the Issuer by the Reporting Persons during the past sixty days are set forth on Schedule A and incorporated herein by reference.

D. Lion Point Holdings

(a) Lion Point Holdings, as the general partner of Lion Point Capital, may be deemed the beneficial owner of 4,521,979 Shares.

Percentage: Approximately 3.1%

- (b)
  - 1. Sole power to vote or direct vote: 0
  - 2. Shared power to vote or direct vote: 4,521,979
  - 3. Sole power to dispose or direct the disposition: 0
  - 4. Shared power to dispose or direct the disposition: 4,521,979
- (c) The transactions in the securities of the Issuer by the Reporting Persons during the past sixty days are set forth on Schedule A and incorporated herein by reference.

E. Mr. Cederholm

- (a) Mr. Cederholm, as a Manager and Member of Lion Point Holdings, may be deemed the beneficial owner of 4,521,979 Shares.

Percentage: Approximately 3.1%

- (b)
  - 1. Sole power to vote or direct vote: 0
  - 2. Shared power to vote or direct vote: 4,521,979
  - 3. Sole power to dispose or direct the disposition: 0
  - 4. Shared power to dispose or direct the disposition: 4,521,979
- (c) The transactions in the securities of the Issuer by the Reporting Persons during the past sixty days are set forth on Schedule A and incorporated herein by reference.

Each of the Reporting Persons may be deemed to be a member of a “group” with the other Reporting Persons for the purposes of Section 13(d)(3) of the Exchange Act, and such group may be deemed to beneficially own the 19,771,979 shares of Common Stock owned in the aggregate by all of the Reporting Persons. Each Reporting Person disclaims beneficial ownership of the Shares that he or it does not directly own and except to the extent of his or its pecuniary interest therein.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Item 6 is hereby amended to add the following:

On March 8, 2022, the Reporting Persons entered into the Group Agreement pursuant to which, the parties thereto agreed, among other things: (a) to the extent required by applicable law, to the joint filing on behalf of each of them of statements on Schedule 13D with respect to the securities of the Issuer, (b) to solicit proxies or written consents for the election of the persons nominated by the Reporting Persons to the Board at the 2022 Annual Meeting (the “Solicitation”), (c) to provide notice to ETFs’ legal counsel of all trading in the securities of the Issuer, and (d) ETFs agreed to bear all expenses incurred in connection with the Reporting Persons’ activities in connection with the Solicitation, subject to certain limitations. The above description of the Group Agreement does not purport to be complete and is qualified in its entirety to by reference to the full text of the Group Agreement, which is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended to add the following exhibit:

99.1 Group Agreement, dated March 8, 2022.

SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: March 10, 2022

ETFS Capital Limited

By: /s/ Graham Tuckwell

Name: Graham Tuckwell

Title: Chairman

/s/ Graham Tuckwell

Graham Tuckwell

Lion Point Capital, LP

By: Lion Point Holdings GP, LLC,  
its General Partner

By: /s/ Didric Cederholm

Name: Didric Cederholm

Title: Manager and Member

Lion Point Holdings GP, LLC

By: /s/ Didric Cederholm

Name: Didric Cederholm

Title: Manager and Member

/s/ Didric Cederholm

Didric Cederholm

**SCHEDULE A****Transactions in Securities of the Issuer During the Past Sixty Days**

<u>Nature of the Transaction</u>	<u>Amount of Securities Purchased/(Sold)</u>	<u>Price (\$)</u>	<u>Date of Purchase/Sale</u>
<b><u>LION POINT CAPITAL, LP</u></b>			
<b><u>(On Behalf of the Lion Point Account)</u></b>			
Purchase of Common Stock	100,000	6.4499	01/10/2022
Purchase of Common Stock	10,178	6.3699	01/10/2022
Purchase of Common Stock	9,379	6.4278	01/11/2022
Purchase of Common Stock	12,956	6.4900	01/11/2022
Purchase of Common Stock	150,000	6.4278	01/12/2022
Purchase of Common Stock	75,000	6.4289	01/13/2022
Purchase of Common Stock	50,000	6.4849	01/13/2022
Purchase of Common Stock	100,000	6.3750	01/14/2022
Purchase of Common Stock	100,000	6.1614	01/19/2022
Purchase of Common Stock	93,703	6.0882	01/19/2022
Purchase of Common Stock	150,000	6.1370	01/19/2022
Purchase of Common Stock	83,810	6.1008	01/20/2022
Purchase of Common Stock	50,000	6.0898	01/20/2022
Purchase of Common Stock	200,000	5.8892	01/21/2022
Purchase of Common Stock	137,746	5.8665	01/21/2022
Purchase of Common Stock	100,000	5.6432	01/24/2022
Purchase of Common Stock	161,098	5.7079	01/24/2022
Purchase of Common Stock	88,793	5.7143	01/25/2022
Purchase of Common Stock	15,375	5.7071	01/25/2022
Purchase of Common Stock	11,134	5.8262	01/26/2022
Purchase of Common Stock	18,314	5.8692	01/26/2022
Purchase of Common Stock	100,000	5.8090	02/17/2022
Purchase of Common Stock	100,000	5.7907	02/17/2022
Purchase of Common Stock	150,000	5.8095	02/17/2022
Purchase of Common Stock	150,000	5.8029	02/17/2022
Purchase of Common Stock	50,000	5.7396	02/18/2022
Purchase of Common Stock	50,000	5.6664	02/18/2022
Purchase of Common Stock	50,000	5.6498	02/18/2022
Purchase of Common Stock	50,000	5.5402	02/22/2022
Purchase of Common Stock	25,000	5.5604	02/22/2022
Purchase of Common Stock	25,000	5.5696	02/22/2022
Purchase of Common Stock	250,000	5.6458	02/23/2022
Purchase of Common Stock	100,000	5.3150	02/24/2022
Purchase of Common Stock	100,000	5.5350	02/24/2022
Purchase of Common Stock	70,424	5.3151	02/24/2022
Purchase of Common Stock	100,000	5.7650	02/25/2022
Purchase of Common Stock	100	5.6600	02/28/2022
Purchase of Common Stock	150,000	5.6659	02/28/2022
Purchase of Common Stock	50,000	5.6798	02/28/2022
Purchase of Common Stock	179,476	5.4751	03/01/2022
Purchase of Common Stock	31,954	5.1873	03/04/2022
Purchase of Common Stock	47,925	5.1999	03/04/2022
Purchase of Common Stock	100,000	5.1955	03/04/2022
Purchase of Common Stock	107,538	5.1641	03/07/2022
Purchase of Common Stock	2,102	5.2256	03/08/2022
Purchase of Common Stock	100,000	5.2256	03/08/2022

**GROUP AGREEMENT**

WHEREAS, certain of the undersigned are stockholders, direct or beneficial, of WisdomTree Investments, Inc., a Delaware corporation (the “Company”);

WHEREAS, ETFS Capital Limited, a Jersey company, and Graham Tuckwell (collectively, “ETFs”), and Lion Point Capital, LP, a Delaware limited partnership, Lion Point Holdings GP, LLC, a Delaware limited liability company, and Didric Cederholm (collectively, “Lion Point”) wish to form a group for the purpose of working together to enhance shareholder value at the Company, including seeking representation on the Board of Directors of the Company (the “Board”) at the 2022 annual meeting of shareholders of the Company (including any other meeting of shareholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof, the “Annual Meeting”) and for the purpose of taking all other action necessary to achieve the foregoing.

NOW, IT IS AGREED, this 8<sup>th</sup> day of March 2022 by the parties hereto:

1. In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), each of the undersigned (collectively, the “Group”) agrees to the joint filing on behalf of each of them of statements on Schedule 13D, and any amendments thereto, with respect to the securities of the Company, if applicable. Each member of the Group shall be responsible for the accuracy and completeness of his/her/its own disclosure therein, and is not responsible for the accuracy and completeness of the information concerning the other members, unless such member knows or has reason to know that such information is inaccurate.

2. For so long as this Agreement is in effect, each of the undersigned shall provide written notice to Olshan Frome Wolosky LLP (“Olshan”), such notice to be given no later than four (4) hours after each such transaction, of (i) any of their purchases or sales of securities of the Company or (ii) any securities of the Company over which they acquire or dispose of beneficial ownership; *provided, however*, that each party agrees not to purchase or sell securities of the Company or otherwise increase or decrease its economic exposure to or beneficial ownership over the securities of the Company if it reasonably believes that, as a result of such action, the Group or any member thereof would be likely to be required to make any regulatory filing (including, but not limited to, a Schedule 13D amendment, Form 3 or Form 4 with the Securities and Exchange Commission (the “SEC”)) without using its reasonable efforts to give the other members of the Group who will be a party to such filing at least twelve (12) hours prior written notice. For purposes of this Agreement, the term “beneficial ownership” shall have the meaning of such term set forth in Rule 13d-3 under the Exchange Act.

3. Each of the undersigned agrees to form the Group for the purpose of working together to enhance shareholder value at the Company, including (i) soliciting proxies or written consents for the election of the persons to be nominated by the Group to the Board at the Annual Meeting, (ii) taking such other actions as the parties deem advisable, and (iii) taking all other action necessary or advisable to achieve the foregoing.

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4. ETFS shall reimburse Lion Point for all reasonable and documentable research and director recruiting expenses incurred as of the date hereof by Lion Point, such expenses totaling \$71,267.04. ETFS shall have the right to pre-approve all expenses from and after the date hereof in connection with the Group's activities set forth in Section 3 and agrees to pay directly (where practical) all such pre-approved expenses.

5. Each of the undersigned agrees that any SEC filing, press release, public shareholder communication or Company communication proposed to be made or issued by the Group or any member of the Group in connection with the Group's activities set forth in Section 3 shall be mutually agreeable among ETFS and Lion Point. Such parties hereby agree to work in good faith to resolve any disagreement that may arise between or among any of the members of the Group concerning decisions to be made, actions to be taken or statements to be made in connection with the Group's activities.

6. The relationship of the parties hereto shall be limited to carrying on the business of the Group in accordance with the terms of this Agreement. Such relationship shall be construed and deemed to be for the sole and limited purpose of carrying on such business as described herein. Nothing herein shall be construed to authorize any party to act as an agent for any other party, or to create a joint venture or partnership, or to constitute an indemnification. Nothing herein shall restrict any party's right to purchase or sell securities of the Company, as he/she/it deems appropriate, in his/her/its sole discretion, provided that all such sales are made in compliance with this Agreement and all applicable securities laws.

7. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

8. This Agreement is governed by and will be construed in accordance with the laws of the State of New York. Any legal action or proceeding arising out of the provisions of this Agreement or the parties' investment in the Company shall be brought and determined in the United States District Court for the Southern District of New York located in the Borough of Manhattan or the courts of the State of New York located in the County of New York.

9. The parties' rights and obligations under this Agreement (other than the rights and obligations set forth in Section 4 and Section 8 which shall survive any termination of this Agreement) shall terminate immediately after the conclusion of the activities set forth in Section 3 or as otherwise agreed to by the parties. Any party hereto may terminate his/her/its obligations under this Agreement on 24 hours' written notice to all other parties, with a copy by fax or email to Andrew Freedman at Olshan: Fax No. (212) 451-2222; email: afreedman@olshanlaw.com.

10. Each party acknowledges that Olshan shall act as counsel for both the Group and ETFS relating to their investment in the Company.

11. The terms and provisions of this Agreement may not be modified, waived or amended without the written consent of each of the parties hereto.

12. Each of the undersigned Parties hereby agrees that this Agreement shall be filed as an exhibit to any Schedule 13D required to be filed under applicable law pursuant to Rule 13d-1(k)(1)(iii) under the Exchange Act.



IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

ETFS Capital Limited

By: /s/ Graham Tuckwell  
Name: Graham Tuckwell  
Title: Chairman

/s/ Graham Tuckwell  
Graham Tuckwell

Lion Point Capital, LP

By: Lion Point Holdings GP, LLC,  
its General Partner

By: /s/ Didric Cederholm  
Name: Didric Cederholm  
Title: Manager and Member

Lion Point Holdings GP, LLC

By: /s/ Didric Cederholm  
Name: Didric Cederholm  
Title: Manager and Member

/s/ Didric Cederholm  
Didric Cederholm