

Edgar Filing: WisdomTree Trust - Form 24F-2NT

WisdomTree Trust
Form 24F-2NT
November 18, 2014

U.S. SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 24F-2
ANNUAL NOTICE OF SECURITIES SOLD
PURSUANT TO RULE 24F-2

1. Name and address of issuer: WisdomTree Trust

245 Park Avenue
35th Floor
New York, NY 10167

2. The name of each series or class of securities for which this Form is filed (If the Form is being filed for all series and classes of securities of the issuer check the box but do not list series or classes): []

WisdomTree Bloomberg U.S. Dollar Bullish Fund
WisdomTree Brazilian Real Strategy Fund
WisdomTree Chinese Yuan Strategy Fund
WisdomTree Commodity Currency Strategy Fund
WisdomTree Emerging Currency Strategy Fund
WisdomTree Indian Rupee Strategy Fund
WisdomTree Asia Local Debt Fund
WisdomTree Australia and New Zealand Debt Fund
WisdomTree Barclays U.S. Aggregate Bond Negative Duration Fund
WisdomTree Barclays U.S. Aggregate Bond Zero Duration Fund
WisdomTree Bloomberg Floating Rate Treasury Fund
WisdomTree BofA Merrill Lynch High Yield Bond Negative Duration Fund
WisdomTree BofA Merrill Lynch High Yield Bond Zero Duration Fund
WisdomTree Emerging Markets Corporate Bond Fund
WisdomTree Emerging Markets Local Debt Fund
WisdomTree Euro Debt Fund
WisdomTree Japan Interest Rate Strategy Fund
WisdomTree Strategic Corporate Bond Fund
WisdomTree Global Real Return Fund
WisdomTree Managed Futures Strategy Fund

3. Investment Company Act File Number:

811-21864

Securities Act File Number:

333-132380

4(a). Last day of fiscal year for which this Form is filed: August 31, 2014

4(b). [] Check box if this Form is being filed late (i.e., more than 90 calendar days after the end of the issuers fiscal year).

(See instruction A.2)

NOTE: IF THE FORM IS BEING FILED LATE,
INTEREST MUST BE PAID ON THE
REGISTRATION FEE DUE.

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4(c). [] Check box if this is the last time the issuer will be filing this Form.

5. Calculation of registration fee:

(i) Aggregate sale price of securities sold during the fiscal year pursuant to section 24(f): \$1,038,265,626.00

(ii) Aggregate price of securities redeemed or repurchased during the fiscal year: \$ 1,881,457,331.00

(iii) Aggregate price of securities redeemed or repurchased during any PRIOR fiscal year ending no earlier than October 11, 1995 that were not previously used to reduce registration fees payable to the Commission: \$ 855,039,102.00

(iv) Total available redemption credits [add Items 5(ii) and 5(iii)]: \$ 2,736,496,433.00

(v) Net sales -- if Item 5(i) is greater than Item 5(iv) [subtract Item 5(iv) from Item 5(i)]: \$ 0

(vi) Redemption credits available for use in future years -- if Item 5(i) is less than Item 5(iv) [subtract Item 5(iv) from Item 5(i)]: \$ 1,698,230,807.00

(vii) Multiplier for determining registration fee (See Instruction C.9): x

(viii) Registration fee due [multiply Item 5(v) by Item 5(vii)] (enter 0 if no fee is due): 0.00011620

(viii) Registration fee due [multiply Item 5(v) by Item 5(vii)] (enter 0 if no fee is due): = \$ 0

6. Prepaid Shares

If the response to Item 5(i) was determined by deducting an amount of securities that were registered under the Securities Act of 1933 pursuant to rule 24e-2 as in effect before October 11, 1997, then report the amount of securities (number of shares or other units) deducted here: 0. If there is a number of shares or other units that were registered pursuant to rule 24e-2 remaining unsold at the end of the fiscal year for which this form is filed that are available for use by the issuer in future fiscal years, then state that number here: _0

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7. Interest due -- if this Form is being filed more than 90 days after the end of the issuers fiscal year (see Instruction D):
+ \$0

8. Total of the amount of the registration fee due plus any interest due
[Item 5(viii) plus Item 7]: = \$ 0

9. Date the registration fee and any interest payment was sent to the Commissions lockbox depository:

Method of Delivery:

Wire Transfer
 Mail or other means

SIGNATURES

This report has been signed below by the following persons on behalf of the issuer and in the capacities and on the dates indicated.

By (Signature and Title)
/s/ Jonathan Steinberg
Jonathan Steinberg
President

By (Signature and Title)
/s/ David Castano
David Castano
Treasurer

Date: 11/18/2014

LY: times new roman; FONT-SIZE: 10pt; FONT-SIZE: 10pt; FONT-FAMILY: Times New Roman">

Texas

76-0509661

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification Number)

7272 Pinemont, Houston, Texas 77040
(Address of principal executive offices)

Registrant's telephone number, including area code:
(713) 996-4700

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- [] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- [] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- [] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- [] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 1.01. Entry into a Material Definitive Agreement

On July 25, 2011 DXP Enterprises, Inc. (“DXP”) entered into the Second Amendment to Credit Agreement with each of the lenders named therein and Wells Fargo Bank, National Association, as administrative agent for the lenders. The Second Amendment, as summarized below in this current report, modifies various definitions, reduced interest rates, modified certain financial covenants, modified provisions regarding restricted payments and modified requirements related to DXP’s ability to complete future acquisitions.

The Credit Agreement by and among DXP, each of the lenders named therein and Wells Fargo Bank, National Association, dated August 28, 2008, as amended by the Second Amendment by and among DXP, each of the lenders named therein and Wells Fargo Bank, National Association, dated July 25, 2011 (the “Facility”) expires on July 25, 2016. The Facility contains financial covenants defining various financial measures and levels of these measures with which the company must comply. Covenant compliance is assessed as of each quarter end and certain month ends for the asset test. EBITDA is defined under the Facility as without duplication, for any period the consolidated net income (excluding any extraordinary gains or losses) of the Borrower and its Subsidiaries plus, to the extent deducted in calculating consolidated net income, depreciation, amortization, other non-cash items and non-recurring items (including, without limitation, impairment charges or asset write-offs and accruals in respect of closed locations), Interest Expense, and tax expense for taxes based on income and minus, to the extent added in calculating consolidated net income, any non-cash items and non-recurring items; provided that, if the Borrower or any of its Subsidiaries acquires the Equity Interests or assets of any Person during such period under circumstances permitted under Section 6.15 hereof, EBITDA shall be adjusted to give pro forma effect to such acquisition assuming that such transaction had occurred on the first day of such period and provided further that, if the Borrower or any of its Subsidiaries divests the Equity Interests or assets of any Person during such period under circumstances permitted under this Agreement, EBITDA shall be adjusted to give pro forma effect to such divestiture assuming that such transaction had occurred on the first day of such period. Add-backs allowed pursuant to Article 11, Regulation S-X, of the Securities Act of 1933 will also be included in the calculation of EBITDA.

The Company’s borrowings under the revolving credit portion of the Facility and letters of credit outstanding under the Facility at each month-end must be less than an asset test measured as of the same month-end. The asset test is defined under the Facility as the sum of 90% of the Company’s net accounts receivable, 65% of net inventory, and 50% of non real estate property and equipment. The Company’s borrowing and letter of credit capacity under the revolving credit portion of the Facility at any given time is \$150 million less borrowings under the revolving credit facility and letters of credit outstanding, subject to the asset test described above.

The revolving credit portion of the Facility provides the option of interest at LIBOR plus a margin ranging from 1.25% to 2.75 or prime plus a margin of minus 0.25% to 1.25%. Commitment fees of 0.15% to 0.40% per annum are payable on the portion of the Facility capacity not in use for borrowings or letters of credit at any given time. Borrowings under the Facility are secured by all of the Company’s accounts receivable, inventory, general intangibles and non real estate property and equipment.

The Facility’s principal financial covenants include:

Fixed Charge Coverage Ratio – The Facility requires that the Fixed Charge Coverage Ratio for the 12 month period ending on the last day of each quarter be not less than 1.50 to 1.00 with “Fixed Charge Coverage Ratio” defined as the ratio of (a) EBITDA for the 12 months ending on such date minus cash taxes, minus Capital Expenditures for such period (excluding Acquisitions) to (b) the aggregate of Interest Expense paid in cash, scheduled principal payments in respect of long term debt, the current portion of Capital Lease Obligations for such period and the aggregate amount of dividends in excess of \$90,000 per fiscal year paid on preferred Equity Interests during such period.

Leverage Ratio - The Facility requires that the Company’s Leverage Ratio, determined on a rolling four quarter basis, not exceed 4.00 to 1.00. Leverage Ratio is defined as the outstanding Indebtedness divided by rolling four quarter EBITDA. Indebtedness is defined under the Facility for financial covenant purposes as: a) all obligations of the Borrower and its subsidiaries for borrowed money including but not limited to senior bank debt, senior notes, and subordinated debt; b) capital leases; c) issued and outstanding letters of credit; and d) contingent obligations for funded indebtedness.

The above description is qualified in its entirety by reference to the Credit Agreement by and among DXP, each of the lenders named therein and Wells Fargo Bank, National Association, dated August 28, 2008, filed as Exhibit 10.1 to this current report, the First Amendment by and among DXP, each of the lenders named therein and Wells Fargo Bank, National Association, dated March 15, 2010, filed as Exhibit 10.2 to this current report and the Second Amendment by and among DXP, each of the lenders named therein and Wells Fargo Bank, National Association, dated July 25, 2011, filed as Exhibit 10.3 to this current report.

ITEM 7.01. Regulation FD Disclosure

The following information is furnished pursuant to Regulation FD:

On July 26, 2011, DXP Enterprises, Inc. issued a press release announcing the amendment of the Facility, a copy of which is furnished as Exhibit 99.1 hereto, which is incorporated herein by reference. Such exhibit (i) is furnished pursuant to Item 7.01 of Form 8-K, (ii) is not to be considered “filed” under the Securities Exchange Act of 1934, as amended (the “Exchange Act”) and (iii) shall not be incorporated by reference into any previous or future filings made by or to be made by the Company with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the “Securities Act”), or the Exchange Act.

ITEM 9.01. Financial Statements and Exhibits

(c) Exhibits

10.1 Credit Agreement by and among DXP, each of the lenders named therein and Wells Fargo Bank, National Association, dated August 28, 2008

10.2 First Amendment to Credit Agreement by and among DXP Enterprises, Inc., as Borrower, and Wells Fargo Bank, National Association, as Lead Arranger and Administrative Agent for the Lenders, as Bank, dated as of August 28, 2008.

10.3 Second Amendment to Credit Agreement by and among DXP Enterprises, Inc., as Borrower, and Wells Fargo Bank, National Association, as Lead Arranger and Administrative Agent for the Lenders, as Bank, dated as of July 26, 2011.

99.1 Press Release dated July 26, 2011 announcing the amendment of the Facility.

SIGNATURES

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Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

DXP ENTERPRISES, INC.
(Registrant)

By: /s/MAC McCONNELL
Mac McConnell
Senior Vice-President/Finance and
Chief Financial Officer

Dated: July 26, 2011