

OFFERING SUPPLEMENT

in respect of the offer of Investor Shares in

Merill Total Return Income Fund (the "Fund")

a distinct sub-fund of

Merill SICAV p.l.c. (the "Company")

an open-ended collective investment scheme organised as a multi-fund public limited liability investment company with variable share capital under the laws of the Republic of Malta and licensed by the Malta Financial Services Authority ("MFSA") under the Investment Services Act (Chapter 370 of the Laws of Malta), and qualifying as a self-managed "Maltese UCITS" in terms of the Investment Services Act (Marketing of UCITS) Regulations (Legal Notice 241 of 2011, as amended from time to time)

The Company was registered on 8th October, 2015

The Fund was licensed by the MFSA on 16th October, 2015 (the "Licence Issue Date")

This Offering Supplement is dated 29 August 2022

This Offering Supplement is an updated version of the Offering Supplement dated 01 March 2022

This Offering Supplement may not be distributed unless accompanied by, and is to be read as forming part of and in conjunction with the latest version of the Prospectus of the Company supplemented by it. On the date hereof, such latest version of the Prospectus bears the date of 20th September 2021. Save as disclosed in this Offering Supplement, there has, as at the date hereof, been no significant change and no significant new matter has arisen since the said date of the latest version of the Prospectus. The Company has also published a Key Investor Information Document (the "KIID") in respect of each class of Shares in the Fund.

IMPORTANT INFORMATION

Status of the Fund

This Offering Supplement relates to the offer of Investor Shares ("Fund Shares") in Merrill Total Return Income Fund (the "Fund"), a distinct sub-fund of Merrill SICAV p.l.c. (the "Company"), which is licensed by the MFSA as an open-ended collective investment scheme in terms of the Investment Services Act and qualifies as a self-managed 'Maltese UCITS' in terms of the UCITS Regulations. The Fund is constituted by the classes of Investor Shares described herein, will invest its assets in accordance with its specific investment objective and policies described herein and has the other characteristics described in more detail herein. It is established as a distinct (segregated) sub-fund of the Company in terms of the SICAV Regulations, and accordingly, the assets and liabilities of the Fund shall be treated, for all intents and purposes of law, as a patrimony separate from the assets and liabilities of each other distinct sub-fund of the Company, pursuant to such Regulations, as explained in more detail in the Prospectus (in particular under the part titled 'Segregated Funds' under the section 'Description of the Company and Share Capital' thereof).

The licensing of the Company or any of its Funds by the MFSA does not constitute a warranty by the MFSA as to the performance of the Company or its Funds and the MFSA shall not be liable for the performance or default of the Company or any of the Funds.

Offering Supplement

This Offering Supplement has to be read as forming part of and one and the same document with and must be read only in conjunction with the Prospectus currently in issue by the Company, before investing in the Fund, and the offering of Investor Shares in the Fund is strictly based on both such documents together and qualified by the information, terms and conditions made in each of them. Reference is here made to the section titled 'Important Information' in the said Prospectus, which is incorporated by reference and deemed to be repeated herein, with reference to this Offering Supplement. Investors should also note that the information contained herein is limited to a brief exposition of the characteristics specific and peculiar to the Fund, whereas the Prospectus contains the detailed information about the Company, the offering of Investor Shares in all the Funds of the Company (including the Fund), the Service Providers of the Funds (including the Fund) and other essential information about the Company and all the Funds (including the Fund), and except as otherwise modified, supplemented or excluded by the provisions of this Offering Supplement (in which case the provisions of this Offering Supplement will prevail), each provision, term and condition included in the Prospectus should be considered as an essential provision, term and condition of this Offering Supplement and applicable to the Fund.

Risk Warning and Suitability of Investment

Investors should note that there is a difference between the nature of a deposit and the nature of an investment in the Fund. The return on the Investor Shares in the Fund may be less than that of other comparable securities or less than interest rates available in the market and the principal invested in the Fund is capable of fluctuation. **The Fund is not principal protected. The value of investments and of Investor Shares in the Fund can go down as well as up and investors may get back less than they originally invested.**

The Fund may invest in Transferable Securities which embed Financial Derivative Instruments (FDIs) and may also directly invest in FDIs for the purposes of efficient portfolio management, as further described under the investment policies of the Fund below. The Directors of the Company expect that the Net Asset Value of the Fund will have low volatility through investments in FDIs. The risks associated with the use of FDIs are described in detail in the Prospectus.

Investors should read the section entitled 'Risk Factors' in the Prospectus before investing in the Fund. The said risk factors outlined in the Prospectus are deemed to sufficiently cover the main relevant risks which are specific to, and which may apply for an investment in, the Fund.

An investment in the Fund should not constitute a substantial proportion of an investment portfolio and may not be appropriate for all investors. Investors in the Fund may suffer serious financial consequences under abnormal market conditions. There is no assurance that the investment objectives of the Fund will be achieved.

An investment in the Fund is only suitable for an investor if, and before purchasing any Investor Shares in the Fund an investor should ensure that, he fully understands the nature of the investment and the risks associated with it and is able to assess the merits and risks of such an investment in the light of his personal circumstances and financial resources and that he has sufficient and adequate financial resources to be able to bear any losses that may result from such an investment.

In particular (but without limitation) an investor should inform himself as to, and how he can be affected by: (a) any possible tax consequences, (b) any legal and regulatory requirements, (c) any foreign exchange restrictions or exchange control requirements, and (d) any other governmental or other consents or formalities requirements to which he might be (or become) subject under the laws of the countries of his incorporation, citizenship, residence or domicile or other relevant jurisdiction, which might be relevant to the investor's purchase, holding or disposal of, or other transactions in, Investor Shares of the Fund. It is the responsibility of the investor to observe and comply with such laws and requirements aforesaid. **Investors and prospective investors should obtain individual professional advice from a suitably qualified advisor, where appropriate and necessary or where they are unable to understand or uncertain about the matters aforesaid and/or the contents of this Offering Supplement and the Prospectus. The contents of this Offering Supplement and the Prospectus are not intended to contain and should not be regarded as containing advice relating to legal, taxation, investment or any other matters.**

Profile of Typical Investor

This Fund is available to retail, professional and institutional investors. For all types of investor the investment will be made for long-term total return growth and income (depending on the class of Investor Shares invested in), with a moderate risk profile and a typical medium to long investment term horizon and with the investment intention of seeking to diversify the risks of the typical investor's portfolio.





In all cases, reference should be made to the part 'Risk Warning and Suitability of Investment' above.

Restricted Offer and Distribution

Please refer to the part titled 'Restricted Offer and Distribution' under the section 'Important Information' of the Prospectus and other relevant provisions setting out or dealing with offer and distribution restrictions in the Prospectus.

Approval and Endorsement by the Directors

The Directors of the Company, whose names appear hereunder, accept responsibility for the information contained herein. To the best of the knowledge and belief of the Directors (who have taken reasonable care to ensure such is the case) the information contained in this Offering Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly. This Offering Supplement has been approved by the Directors of the Company, who hereby confirm their approval by appending their signature thereto below:

 Mr. Lawrence Zammit - Director	 Dr. Joseph Bore Bartolo - Director
 Mr. Stephen Paris - Director	 Mr. Paul Mercieca - Director

Directory

Company's Registered Office and correspondence address:	1 / 2, High Street, Hamrun, Malta
Directors:	Mr. Lawrence Zammit Mr. Stephen Paris Dr. Joseph Borg Bartolo Mr. Paul Mercieca
Investment Committee:	Mr. Jesmond Mizzi Dr. Mark Azzopardi Mr Gianmarco Guadalupi Mr. Marc El-Lazidi
Company Secretary:	BOV Fund Services Limited 475, Triq il-Kbira San Guzepp, Santa Venera SVR 1011, Malta
Investment Manager:	Jesmond Mizzi Financial Advisors Limited 67, level 3, South Street, Valletta, Malta
Custodian:	Swissquote Financial Services (Malta) Ltd. Palazzo Spinola, 46 St Christopher Street, Valletta, Malta
Global Custodian:	Swissquote Bank Ltd. Ch. De La Cretaux 33, Gland CH-1196, Switzerland
Administrator, Registrar and Transfer Agent:	BOV Fund Services Limited 475, Triq il-Kbira San Guzepp, Santa Venera, SVR 1011 Malta
Auditors:	PricewaterhouseCoopers 78, Mill Street, Qormi, QRM 3101, Malta
Legal Advisors in Malta:	Iorraineconti Adv. 3 Macerata Street, Floriana FRN 1091, Malta

Definitions and Interpretation

In this Offering Supplement the following terms shall, unless otherwise expressly stated or the context otherwise requires, have the following meanings respectively assigned to them:

"Business Day"	any day that is not a Saturday or a Sunday and not a public holiday or bank holiday in Malta;
"Fund"	the Merrill Total Return Income Fund, a distinct sub-fund of and established by the Company represented and constituted by the classes of Investor Shares described below in this Offering Supplement and collectively referred to herein as the Fund Shares, which form the subject-matter of the offering made herein;
"Fund Share"	An Investor Share in the Company without any nominal value assigned to it and forming part of any class of Investor Shares constituting or comprised in the Fund as described below in this Offering Supplement;
"Fund Investor"	a registered holder of Fund Share/s in the Fund;
"Licence Issue Date"	16 th October, 2015, being the date on which the Licence in respect of the Fund was issued by the MFSA.

Unless otherwise expressly defined herein or the context otherwise requires, capitalised terms used herein and defined in the Prospectus supplemented by this Offering Supplement shall have the same meanings herein as therein. This Offering Supplement shall, in addition, be subject to the same rules of interpretation as those set out in the Prospectus.

Key Features: General

The information contained under this section 'Key Features: General' applies to the Fund generally and to the offering of Fund Shares of whatever class.

The Fund and Fund Shares

Name of Fund	Merill Total Return Income Fund.
Duration of Fund and of Offering of Fund Shares	Indefinite duration and continuous offering, until the Fund is closed or liquidated or, in respect of any class of Fund Shares, until such class is permanently closed or until and for so long as the Company closes the offering of Fund Shares of any class as provided in the Prospectus.
Reference Currency of the Fund	Euro.
Classes of Fund Shares	MTRI Fund Class 'A' Accumulation Shares ("Accumulation Class Shares") and MTRI Fund Class 'B' Distribution Shares ("Distribution Class Shares"), each such class having the rights and restrictions provided for or described herein, in the Prospectus and in the Articles. There shall be two Accumulation Class Shares namely the Eur A1 Accumulation Class Share and the Eur A2 Accumulation Class Share.
Voting Rights	The Fund Shares entitle the holder to one (1) vote per Share at general meetings or respective separate class meetings of the Company, as described in and only on such matters as set out in the Articles and in the Prospectus.
Valuation Day	The Valuation Day in respect of (and for the purposes of calculation of the NAV of) the Fund and each of the classes of Fund Shares shall be the close of business of any and each Business Day in any calendar week. In other words, the NAV will be calculated as of each Valuation Day on the basis of the closing prices as of such Valuation Day, as such prices become available to the Administrator by latest 10:00 a.m. (CET) on the Business Day next following the Valuation Day.
Tax Status of the Fund	The Fund is classified as a non-prescribed fund . Reference is made to the section titled 'Taxation' in the Prospectus for further details on the tax treatment under Maltese law of non-prescribed funds and investors therein.

Investment Objective, Policies and Restrictions

Investment Objective	The investment objective of the Fund is to achieve long-term total return growth and income from a diversified portfolio of investments. There is no guarantee that the investment objective of the Fund will be achieved and investment results may vary substantially over time.
Investment Policies	The Fund aims to achieve its investment objective by investing primarily in investment grade bonds and other debt securities and Money Market Instruments and, to a lesser extent, in equities, exchange traded funds (ETFs), units of collective investment schemes (CISs), structured products which qualify as Transferable Securities and which may embed financial derivative instruments (FDIs) (such as Capital Guaranteed with index participation, yield enhancement express certificate, participation twin win certificate) and in deposits, within the limits and restrictions set out in the section 'Investment Objectives, Policies and Restrictions' of the Prospectus.

The investments in ETFs as aforesaid shall be considered as an investment of the Fund in Transferable Securities.

In terms of investment in debt securities, focus will be made in sovereign and government bonds, although investment in corporate and other debt securities in various sectors and industries (including in banking and finance, industry and manufacturing, information technology and communications, retail sector and property) will also be allowed and may also be made.

The Fund may invest up to 35% of its assets in debt securities and other Transferable Securities and Money Market Instruments which are issued or guaranteed by any single Member State, or by its local authorities, by a non-Member State or by public international bodies of which one or more Member States belong.

The Fund may invest up to an aggregate of 15% of its assets in local (Maltese) corporate issues of debt securities.

The Fund may invest in companies of any market capitalisation.

The Fund may indirectly invest in FDIs which are embedded in structured products qualifying as Transferable Securities, provided that not more than 10% of its assets shall be invested in such structured products which embed FDIs. The Fund may also invest directly in FDIs for hedging / efficient portfolio management purposes, and the Fund may also employ other techniques and instruments (apart from those concerning the use of FDIs) relating to Transferable Securities and Money Market Instruments for the purpose of efficient portfolio management, under the conditions and within the limits and restrictions set out herein, in the Prospectus, in MFSA Rules and the Licence Conditions (such conditions, limits and restrictions referred to as the "Applicable Restriction"). These FDIs may have as their underlyings any of the instruments in which the Fund may invest (as provided above in this section) as well as interest rates and foreign exchange rates or currencies (to hedge against interest rate or currency risks) and FDIs embedded in structured financial instruments as aforesaid may also be linked / referenced to major financial indices. The FDIs will primarily be listed FDIs although in limited circumstances OTC FDIs may be used as warranted by the strategies or hedging effects used or sought, and in any event under the conditions and within the limits aforesaid. **Given the limited use and restricted purpose use of the FDIs, the Directors of the Company expect that such use of FDIs will have a low impact on the Fund's risk profile.** The use of efficient portfolio management techniques and instruments will not cause the Fund to diverge from its investment objective as described above.

The Fund will not directly invest in commodities, nor in FDIs having commodities as their underlying, but may obtain exposure to commodities through structured products as allowed and subject to the Applicable Restrictions.

Without prejudice and in addition to the Applicable Restrictions relating to investments in CISs, the Fund will not invest more than 35% of its total assets in units of CISs.

The portfolio will be actively managed and normally remain fully or nearly fully invested save for start-up periods (until the Fund moves to a fully invested portfolio), such operational liquidity as is required from time to time and save also for periods of disinvestment and/or high portfolio turnover (frequent changes in trading and investment positions) dictated by market conditions or strategies used. This is also without prejudice to the right of the Fund to hold ancillary liquid assets (irrespective of its investment objective and policies).

<p>Investment and Borrowing Restrictions</p>	<p>Save as otherwise provided herein, there will be no restrictions on the underlying content of the investments held, in terms of investment type, geographical area or economic sector, including cash, other than those imposed by the Applicable Restrictions, which means that the Investment Manager has the absolute discretion to weight the portfolio towards any investment type or sector, including cash, at any time provided such investment is compatible with the investment objective and policies of the Fund as a whole and is also in accordance with the investment guidelines, portfolio selection and asset allocation rules and investment strategy parameters set by the Investment Committee.</p> <p>The Fund may also invest in or be exposed to emerging markets, although focus will be made on investments in developed markets. The Fund's investments will mainly be in euro but such investments may also include and/or the Fund may also be exposed to USD or other foreign currencies.</p> <p>Borrowing will be permitted on a temporary basis in accordance with the Applicable Restrictions.</p> <p>Apart from any restrictions set out under 'Investment Policies' above, the Fund will be subject to the investment, borrowing and leverage restrictions set out under the section titled 'Investment Objectives, Policies and Restrictions' of the Prospectus.</p>
<p>Global Exposure / Leverage</p>	<p>The Fund may be leveraged through the use of FDIs. The level of leverage to be generated through the use of FDIs is expected to be limited to 25% of the NAV of the Fund. The global exposure of the Fund arising out of its FDI positions will be measured using the Absolute VAR, as set out in the MFSA Rules.</p>
<p>Risk Factors</p>	<p>Reference is made to the section titled 'Risk Factors' in the Prospectus, which are deemed to sufficiently cover the main relevant risks relating to the Fund and its portfolio composition, including risks arising from the use of FDIs.</p>
<p>Permissible Regulated Markets</p>	<p>As per the Prospectus.</p>

Key Features: Classes of Fund Shares

The information contained under this section 'Key Features: Classes of Fund Shares' shall, except where otherwise expressly stated therein, apply equally to each and all classes of Fund Shares and to the offering of each and all such classes.

MTRI Fund Class 'A' Accumulation Shares ("Accumulation Share Class") and MTRI Fund Class 'B' Distribution Shares ("Distribution Share Class") (the Accumulation Share Class and the Distribution Share Class collectively referred to as "Fund Shares").

There shall be two Accumulation Share Classes, the Eur A1 Accumulation Share Class and the Eur A2 Accumulation Share Class.

<p>Designated Currency</p> <p>ISIN Number</p> <p>Listing</p> <p>Initial Offer Period for the Eur 'A1' Accumulation Share Class and the Distribution Share Class</p>	<p>Euro.</p> <p>Eur 'A1' Accumulation Share Class: MT7000015012;</p> <p>Eur 'A2' Accumulation Share Class: MT7000031522;</p> <p>Distribution Share Class: MT7000015020.</p> <p>None.</p> <p>From the Licence Issue Date (16 October, 2015) to 12.00 noon (CET) on the Eur 'A1' Accumulation Share Class and the Distribution Share Class Closing Date.</p>
<p>Initial Offer Period for the Eur 'A2' Accumulation Share Class</p> <p>Eur 'A1' Accumulation Share Class and Distribution Share Class Closing Date</p>	<p>From 22 February 2022 to 12.00 noon (CET) on the Eur 'A2' Accumulation Share Class.</p> <p>12 February, 2016.</p>
<p>Eur 'A2' Accumulation Share Class Closing Date</p> <p>Initial Offer Price</p> <p>Subscription Day</p> <p>Subscription Price</p>	<p>01 March 2022 or at a later date at the discretion of the Directors of the Company.</p> <p>Euro 0.50 per Share.</p> <p>Any and each Business Day in any calendar week following the relevant Closing Date (subject to any suspensions or deferrals of subscriptions and/or closing of offering which may be applicable at the relevant time): it being understood that Subscription Applications duly received (including all supporting documents and information and payment of the relative subscription monies) in accordance with the Prospectus at any time during the relevant Initial Offer Period shall be processed (at the Initial Offer Price) as of the first Subscription Day following the relevant Closing Date.</p> <p>The NAV per Share calculated with reference to the Valuation Day falling on the Business Day immediately preceding the relevant Subscription Day: it being understood that Fund Shares of any class duly applied for during the relevant</p>

	<p>Initial Offer Period (and issued as of the first Subscription Day following the relevant Closing Date) as aforesaid, will be so issued at the Initial Offer Price.</p>
	<p>Fund Shares of any class are priced using single pricing.</p>
<p>Subscription Application Cut Off</p>	<p>12:00 noon (CET) one Business Day prior to the relevant Subscription Day (without prejudice to the right of the Company to waive the same, in its total discretion).</p>
<p>Subscription Payment Cut Off</p>	<p>12:00 noon (CET) one Business Days prior to the relevant Subscription Day (without prejudice to the right of the Company to waive the same, in its total discretion).</p>
<p>Minimum Initial Investment for Eur 'A1' Accumulation Share Class and the Distribution Share Class</p>	<p>Euro 2,500 (per applicant and per class) (without prejudice to the right of the Company to waive the same, in its total discretion).</p>
<p>Minimum Initial Investment for the Eur 'A2' Accumulation Share Class</p>	<p>Euro 1,000,000 (per applicant) (without prejudice to the right of the Company to waive the same, in its total discretion).</p>
<p>Minimum Additional Investment Eur 'A1' Accumulation Share Class and the Distribution Share Class</p>	<p>Euro 500 (per Fund Investor and per class) (without prejudice to the right of the Company to waive the same, in its total discretion).</p>
<p>Minimum Additional Investment for Eur 'A2' Accumulation Share Class</p>	<p>Euro 10,000 (per Fund Investor) (without prejudice to the right of the Company to waive the same, in its total discretion).</p>
<p>Monthly Investment Plan</p>	<p>Distribution Class Shares: A monthly investment plan can be established in respect of the subscription of Distribution Class Shares by any investor, by the latter completing the relevant section of the Subscription Application, and will be made through regular monthly subscriptions, to be given effect as of the Subscription Day falling on the fifteenth (15th) calendar day of each calendar month, or when such fifteenth day is not a Business Day, on the next following Business Day (hereinafter referred to as a "Monthly Subscription Day"), and in such case the Minimum Initial Investment for the first monthly subscription and the Minimum Additional Investment for each subsequent monthly subscription shall be of an amount equal to Euro 50 (without prejudice to the right of the Directors to waive the said Minimum Initial Investment or the Minimum Additional Investment at their discretion, as provided in the Prospectus). The investor should in such case arrange for a standing order from his bank account in favour of the Company. The subscription amount should be received by the Company in Cleared Funds into the Designated Account of the Fund by not later than the tenth (10th) calendar day of the calendar month on which the relevant Monthly Subscription Day falls or, if such tenth day is not a Business Day, by not later than the first Business Day thereafter and (without prejudice to the right of the Company to waive such payment cut off requirement, in its discretion) any payments received after such payment cut-off will be invested in the next Monthly Subscription Day. The relevant Distribution Class Shares will be issued on or as of the relevant Monthly Subscription Day.</p> <p>In the case of subscriptions via the monthly investment plan, written confirmation of ownership / contract notes will not be issued but investors will</p>

	<p>be sent every six months, as at 30 June and 31 December of each year, a statement giving full details of the transactions made during the previous six-month period together with a valuation of such holdings as at these dates.</p> <p>Until the investment in Distribution Class Shares of the relevant investor subject to the monthly investment plan has reached the value of Euro 2,500, no Minimum Holding will apply to such investment by such investor, and should the investor wish to redeem his said investment at any time before it reaches such value, he shall be required to redeem the totality of his said investment. Once the investment reaches or exceeds the value of Euro 2,500, the normally applicable Minimum Redemption (of Euro 1,000) and Minimum Holding (of Euro 2,500) as set out below will start to apply.</p> <p>Please note that the monthly investment plan will not be available in respect of the subscription of Accumulation Class Shares.</p>
Redemption Day	Any and each Business Day in any calendar week following the relevant Closing Date (subject to any suspensions or deferrals of redemptions which may be applicable at the relevant time).
Redemption Price	<p>The NAV per Share calculated with reference to the Valuation Day falling on the relevant Redemption Day.</p> <p>Fund Shares of any class are priced using single pricing.</p>
Redemption Application Cut Off	17:00 (CET) five (5) Business Days prior to the relevant Redemption Day (without prejudice to the right of the Company to waive the same, in its total discretion).
Minimum Redemption Eur 'A1' Accumulation Share Class and the Distribution Share Class	Euro 1,000 (per Fund Investor and per class) (without prejudice to the right of the Company to waive the same, in its total discretion).
Minimum Redemption Eur 'A2' Accumulation Share Class	Euro 10,000 (per Fund Investor) (without prejudice to the right of the Company to waive the same, in its total discretion).
Minimum Holding Eur 'A1' Accumulation Share Class and the Distribution Share Class	Euro 2,500 (per Fund Investor and per class) (without prejudice to the right of the Company to waive the same, in its total discretion).
Minimum Holding Eur 'A2' Accumulation Share Class	Euro 1,000,000 (per Fund Investor) (without prejudice to the right of the Company to waive the same, in its total discretion).
Switching / Exchange of Shares	It is possible to exchange Fund Shares of any class into Fund Shares of any other class in the Fund or into Investor Shares of any class in another Fund (distinct sub-fund) of the Company, and vice-versa, in accordance with and subject to the relevant rules set out in the Prospectus (see in particular the part titled 'Exchange/Switching of Investor Shares' under the section 'Purchase, Exchange, Transfer, Pledging and Redemption of Shares and Prices' thereof) and subject to any applicable fees and charges as set out under the part 'Fees, Charges and Expenses' below.
Distribution Policy	Accumulation Class Shares: The Accumulation Class Shares are accumulation shares and, accordingly, no dividends will normally be paid in respect thereof and the net income of the assets of the Fund attributable to this class will be reflected in the Net Asset Value per Share of such class. The Company however reserves the right to pay dividends on Accumulation Class

Shares at any time if the Directors consider that a payment of dividend is appropriate.

Distribution Class Shares: The Distribution Class Shares are distribution shares and, accordingly, it is intended that the Company will distribute dividends in respect of the Distribution Class Shares in such amounts and with such frequency as may be determined by the Directors in accordance with the Prospectus. It is envisaged, but no guarantee is given, that dividends will be declared to the extent necessary to enable the Company to pursue a full distribution policy in relation to the Distribution Class Shares (i.e. a policy of distributing the full amount available for distribution on the class of Distribution Class Shares in terms of the income allocation and other relevant rules set out herein and in the Articles and under applicable laws and MFSA Rules) and that dividends will be declared on a quarterly basis, in respect of each period of three (3) calendar months ending on the last days of January, April, July and October of each calendar year (each an "Interim Period") within six (6) weeks of the end of the relevant Interim Period and will normally be paid to the persons entitled thereto (in terms of the Prospectus) as soon as practicable and within two (2) weeks following the date of declaration. This is subject to the discretion and right of the Directors not to declare a dividend or to reduce the amount of dividend otherwise payable in respect of any Interim Period (and to retain the relevant distributable income attributable to the class of Distribution Class Shares for that Interim Period and accrue it to the NAV of such class) when they believe that the payment of such dividend would not be in the best interests of all the holders of Distribution Class Shares collectively and/or when they deem it prudent to keep such distributable amounts to make good for any expected or contingent future liabilities, as provided in the Prospectus. The Directors reserve the right, in their discretion, to declare and pay further interim dividends from time to time during any Interim Period, when such interim dividends appear to the Directors to be justified by the income of the class of Distribution Class Shares available for distribution. The holders of Distribution Class Shares (whether or not they are subject to a monthly investment plan) are entitled to request the reinvestment of their dividends (or part thereof) in further Distribution Class Shares of the Fund (credited as fully paid up) by standing instruction made in the Subscription / Switching Application pursuant to which the relevant Distribution Class Shares were subscribed, as provided and subject to the rules set out in the Prospectus, including the right of the Directors not to comply with such request and to pay the relevant dividend in cash. Reference is made to the section titled 'Dividend Policy and Allocation of Income' of the Prospectus which contains more detailed rules about the declaration and payment of dividends and the rights and discretions of the Company / Directors in respect thereof.

Fees, Charges and Expenses

The fees and charges payable by, or deductible out of monies / proceeds due to, applicants and/or Fund Investors in respect of the subscription or redemption of, or the exchange of or into, or other transactions in, Fund Shares of the respective classes, and the fees, charges and expenses payable by and out of the assets of the Fund attributable to Fund Shares of the respective classes are set out under the part titled 'Fees, Charges and Expenses' below.

Detailed rules and procedures relating to the application for and process involved in the subscription, switching/exchange or redemption of Fund Shares, and the pricing thereof, are found in the Prospectus, in particular under the section titled 'Purchase, Exchange, Transfer, Pledging and Redemption of Shares and Prices' thereof.

The Net Asset Value per Fund Share and the Dealing (Subscription / Redemption) Prices per Fund Share will be available from the Company's registered office or the Administrator as soon as possible following the relevant Dealing Day. These may also be obtained from the website of the Investment Manager: www.jesmondmizzi.com, and may also be published on other sources from time to time, as provided in the Prospectus.

Fees, Charges and Expenses

Fees, charges and expenses payable by the Fund

Fees payable to the Investment Manager

Management Fee

The Investment Manager will receive, for the performance of its investment management services under the Investment Management Agreement:

- a management fee in the amount of 0.75% per annum of the NAV of the Eur 'A1' Accumulation Share Class and payable out of the assets of the Fund attributable to such class;
- a management fee up to a maximum amount of 0.3% per annum of the NAV (as same can be reduced from time to time in the Investment Manager's sole discretion) of the Eur 'A2' Accumulation Share Class and payable out of the assets of the Fund attributable to such class; and
- a management fee in the amount of 1.00% per annum of the NAV of the Distribution Share Class and payable out of the assets of the Fund attributable to such class;

(such fees hereinafter referred to as the "Fixed Management Fees").

Such Fixed Management Fees (as applicable in respect of each class of Fund Shares) will be calculated and accrued for as at each Valuation Day based on the latest available NAV.

In addition, the Investment Manager will also receive, for the performance of its investment management services under the Investment Management Agreement:

- a fee in an amount equivalent to 2% of the (acquisition) transaction value of units of collective investment schemes which are acquired for or on behalf of the Fund, and in an amount equivalent to 1% of the (acquisition or disposal) transaction value of each and every other asset (other than units of collective investment schemes) which are acquired or disposed for and on behalf of the Eur 'A1' Accumulation Share Class, which fee shall be payable out of the assets of the Fund attributable to the Eur 'A1' Accumulation Share Class;
- a fee in an amount equivalent to 0.2% of the (acquisition or disposal) transaction value of each and every asset acquired or disposed for and on behalf of the Eur 'A2' Accumulation Share Class, which shall be payable out of the assets of the Fund attributable to the Eur 'A2' Accumulation Share Class; and
- a fee in an amount equivalent to 0.2% of the (acquisition or disposal) transaction value of each and every asset acquired or disposed for and on behalf of the Distribution Share Class, which shall be payable out of the assets of the Fund attributable to the said Distribution Share Class;

(such fees hereinafter referred to as the "Transaction Management Fees").

Such Transaction Management Fees (as applicable in respect of each class of Fund Shares) will also be calculated and accrued for as at each Valuation Day.

The Investment Manager will also receive, for the performance of its risk management services in respect of the Fund, an annual fee of euro five thousand (€5,000) or such lower fee as may be agreed to between the Investment Manager and the Company for any particular year or years (such fee hereinafter referred to as the "Risk Management Fee"), provided that the Investment Manager has agreed to waive such Risk Management Fee for the first two (2) years from the date of issue of the Licence in respect of the Fund. Such Risk Management Fee will be calculated and accrued for as at each Valuation Day.

The Fixed Management Fees, the Transaction Management Fees and the Risk Management Fees (hereinafter together referred to as the "Management Fees") will be payable half-yearly in arrears (as at the end of June and

December of each year) *pro rata temporis*, within fifteen (15) calendar days following the end of the relevant six months.

The Management Fees shall be exclusive of VAT if any (which VAT, if any, shall be paid in addition to and together with the Management Fees as required by law).

Such Management Fees shall be without prejudice to the right of the Investment Manager (in its capacity as an Authorised Distributor of the Fund) to receive and be paid the subscription fees (initial charges) payable by investors in respect of the subscription of Fund Shares, as provided below.

The Investment Manager is also entitled to be reimbursed, out of the Fund's assets, for all reasonable out-of-pocket expenses incurred by it in the performance of its duties and services, in terms of and as provided in the Investment Management Agreement, and such expenses may (for the avoidance of doubt) include charges, fees and costs payable to third parties (excluding those payable to third parties appointed by the Investment Manager to assist it in the performance of, or to whom the Investment Manager has delegated, any of its management or marketing or other functions in relation to the Fund).

Fees payable to the Custodian

The Company shall pay the Custodian, in respect of the Fund, a custody fee of:

On the International Securities Component	Annual Fee
On the first EUR 100Mn	0.055%
Above EUR 100Mn	0.050%
On the Local Securities Component	Annual Fee
On the first EUR 50Mn	0.050%
On the next EUR 50Mn	0.045%
Above EUR 100Mn	0.040%
EUR 1,250	Minimum Monthly Fee

1. The annual custody fee shall be based on the gross asset value of the Fund (i.e. the total asset value prior to deduction of fees and costs), and shall accrue on each Valuation Day, as defined in the Prospectus and Articles, and be subject to the minimum monthly fee above mentioned.
2. The Custodian shall also be reimbursed for out-of-pocket expenses reasonably incurred by it and properly documented (by way of receipts, invoices or otherwise), directly or indirectly, in the performance of its services to the Fund, functions or duties under the Depositary Agreement as more specifically set out therein, RVP/DVP settlement fees and all third party fees.
3. The annual custody fee or minimum monthly fee as aforementioned, as applicable, shall be payable monthly in arrears, notwithstanding the Net Asset Value of the Fund, until the Fund licence is surrendered or the Depositary Agreement is terminated in accordance with its terms, as applicable.
4. RVP/DVP settlement fee applicable on transactions in "international instruments" executed via third party broker/s which are delivered to the Depositary's sub-custodian for settlement and safekeeping: EUR 20 per daily settlement on a single instrument (excluding stamp duty, central depositary and clearing fees, registrar's fees, and other third party fees, where applicable).

5. RVP/DVP settlement fee applicable on transactions in local instruments executed via third party broker/s which are delivered to the Depositary's sub-custodian's MSE CSD Account, for settlement and safekeeping: EUR 10 per transaction settlement (excluding stamp duty, central depositary and clearing fees, registrar's fees, and similar third party fees, where applicable).
6. Sub-custodian fees charged by the Depositary's sub-custodian, shall be borne by the Depositary.
7. All fees quoted exclude VAT, where applicable.

Fees payable to the Administrator

The Administrator will receive, for the performance of its administration services under the Administration Agreement, as from the date of the first issue of any Fund Shares, an annual administration fee ("Administration Fee") charged on the NAV of the Fund and payable out of the assets of the Fund, in accordance with the following schedule, subject to a minimum Administration Fee of €20,000 per annum:

Net Asset Value of the Fund	Administration Fee (as a percentage of NAV)
The first €10 million	0.125% p.a.
The next €20 million	0.100% p.a.
The next €20 million	0.080% p.a.
Any amounts in excess of €50 million	0.065% p.a.

Such Administration Fee will be payable quarterly in arrears within fifteen (15) days following the end of the relevant quarter.

This Administration Fee covers the fund administration services to the Fund having up to two (2) classes of Fund Shares.

There shall be a further Administration Fee of three thousand Euro (€3,000) per annum in respect of the Eur 'A2' Accumulation Share Class which shall be payable out of the assets of the Fund attributable to the said share class.

The Administration Fee shall also cover fees payable to the Administrator for services rendered in respect of distribution of dividends to the holders of the Distribution Share Class, provided the number of such holders does not exceed two hundred (200).

The Administrator is also entitled to receive, out of the assets of the Fund, in addition to the Administration Fee (unless otherwise agreed with the Company) €1,000 per annum in respect of the preparation of the financial statements of the Fund, as well as the Fund's share / portion (together with other sub-funds of the Company established from time to time, and according to the attribution rules prescribed herein and in the Prospectus) of the fee charged by the Administrator in respect of the preparation of the financial statements of the Company (which is currently agreed at €2,500 per annum).

The Administrator shall also be reimbursed for any out-of-pocket expenses which may be incurred by the Administrator resulting from the requirements of IFRS 7 dealing with financial instruments' disclosures in relation to risk as well as IFRS 9 disclosures dealing with the classification and measurement of financial assets and liabilities including the new impairment model and for the categorisation of financial instruments in accordance to their nature and characteristics.

The Administrator shall also charge a fee at the then prevailing hourly rate charged by the Administrator in respect of any reporting of financial assets falling under the Level 3 category, in terms of recent reporting requirements (IFRS 13).

The Administrator is also entitled to receive, out of the assets of the Fund attributable to the Distribution Class Shares, in addition to the fees mentioned above, a fee of one thousand five hundred Euro (€1,500) per annum for administration services rendered in respect of monthly savings plans established in respect of such Distribution Class Shares.

The Administrator is also entitled to be reimbursed, out of the Fund's assets, for all reasonable out-of-pocket expenses incurred by it in the performance of its duties and services, in terms of and as provided in the Administration Agreement, excluding charges, fees and costs payable to third parties to whom the Administrator has delegated any of its functions under the Administration Agreement.

As at the date hereof, the Administrator also provides company secretarial and registered office services to the Company, for an annual fee of euro seven thousand (€7,000), which fee shall cover five (5) meetings of the board of directors and one (1) general meeting. Any board meetings or general meetings held in excess of the aforementioned, shall be charged at seven hundred and fifty Euro (€750) per board meeting and one thousand five hundred Euro (€1500) per general meeting.

As at date hereof, the Administrator also provides anti-money laundering support services to the Company, for an annual fee of three thousand five hundred Euro (€3500). The Fund shall also be charged an additional hourly fee at the rate of fifty Euro (€50) for every new investor in the Fund.

The Administrator also provides services with respect to the ongoing reporting for FATCA and CRS purposes. A one time fee of one hundred and fifty Euro (€150) shall be paid to the Administrator for GIIN registration and a minimum fee of one thousand Euro (€1,000) per annum shall be paid for FATCA and CRS reporting. In the event that such services exceed five (5) hours, the Administrator shall be paid at the then prevalent hourly rate for time spent over the said five (5) hours over and above the aforementioned minimum fee.

The Administrator also provides services with respect to the reporting and filing that may be required to be carried out by the Company on a monthly and/or quarterly basis pursuant to the European Central Bank Regulation 2013/38. A fee of one hundred Euro (€100) or of eight hundred and fifty Euro (€850) per annum per Fund, depending on the classification applied by the Central Bank of Malta shall be payable to the Administrator in connection with such services.

The Administrator shall also charge the Company five hundred and twenty Euro (€520) to update data on Lipper – a fund research tool.

Fees charged by the Administrator to the Company shall be allocated to and borne by the Fund and other sub-funds of the Company from time to time in the proportions established in the Prospectus under the sub-heading 'Allocation of General Expenses and Liabilities between the Funds' under the heading 'Fees, Charges and Expenses'.

Should the Fund go into liquidation the Administrator shall also be entitled to be paid separately for any services provided in connection therewith.

All the above mentioned fees shall be exclusive of VAT if any, which Vat, if any, shall be paid in addition to and together with the said fees as required by law.

Other Expenses of the Fund

The Fund will also be liable to pay out of its assets any and all operating and other expenses and liabilities incurred in connection with or otherwise specifically relating to the Fund, as well as its share / portion of the general expenses and liabilities of the Company which are not specific to any particular distinct sub-fund/s of the Company and its share / portion of the expenses and liabilities of the Company which are specific to more than one distinct sub-fund of the Company including the Fund itself. Reference is made to the section titled 'Fees, Charges and Expenses' of the Prospectus, for further details.

Fees and charges payable by, or deductible out of monies / proceeds due to, applicants and/or Fund Investors

Subscription Fees

A Subscription Fee (initial charge) of up to (i) 3.5% of any subscription monies paid by applicants for subscription of the Eur 'A1' Accumulation Share Class or the Distribution Share Class, and (ii) 3% of any subscription monies

paid by applicants for subscription of the Eur 'A2' Accumulation Share Class, may be charged. This fee will be automatically deducted from the subscription monies paid by the relevant applicant. Such fee will be paid to the Investment Manager in its capacity as Authorised Distributor of the Fund and to other Authorised Distributors as may be appointed from time to time.

Redemption Fees

No Redemption Fees will be charged to and payable by Fund Investors in respect of the redemption of any Fund Shares.

Switching Charges

Without prejudice to any switching fees and charges which may be payable to other sub-funds of the Company ("Other Funds") in terms of the respective offering supplements, and save as hereinafter stated, no fees and charges will be payable to the Fund by a Fund Investor upon the exchange / switching of Fund Shares of any existing class into Fund Shares of another existing class in the Fund or into Investor Shares of Other Funds or upon the exchange / switching by an Investor of Investor Shares of Other Funds into Fund Shares of any class in the Fund. Notwithstanding the above, a switching charge of 3% shall apply in case of a switch of Fund Shares (other than the Eur 'A2' Accumulation Share Class) or Investor Shares of Other Funds to the Eur 'A2' Accumulation Share Class.

Dilution Levy

As provided in the Prospectus, the Directors have the discretion to charge a Dilution Levy on the creation, sale, redemption or repurchase of Fund Shares (including switching / exchange from Fund Shares of any class into any other class of Investor Shares in the Company and vice-versa), with a view to protect existing and potential Fund Investors' interests, and in order to prevent or mitigate the dilution effect on the value of the Fund brought about by high levels of buying and selling by investors in Fund Shares and the consequent increase in the underlying dealing costs borne by the Fund. When charged, the Dilution Levy will be paid into the Fund in order to mitigate the effect of the dilution.

The Directors may in particular impose a Dilution Levy on any Dealing Day of the Fund in circumstances where:

- the Fund experiences large levels of net purchases (i.e. purchases less redemptions) relative to its size;
- the Fund experiences large levels of net redemptions (i.e. redemptions less purchases) relative to its size;
- the Directors believe that the imposition of a Dilution Levy is required to safeguard the interests of existing Fund Investors and potential Fund Investors.

For these purposes the term "large levels" of net purchases or net redemptions occurs when the net dealing position would create a Dilution Levy of more than 1 basis point (0.01%) of the NAV of the Fund. The Directors are also entitled to impose a Dilution Levy on a redemption which accounts for more than 5% of the value of the Fund. As dilution is directly related to the inflows and outflows of monies from the Fund it is not possible to predict accurately whether dilution will occur at any future point in time. In deciding whether to impose a Dilution Levy the Directors will consider a number of factors including the size of the transaction relative to the overall value of the Fund, the level of transaction costs within that particular market, the liquidity of the underlying investments within the Fund, the amount of investments to be bought/sold and the likely time that this will take, the likelihood of an adverse impact on the value of investments as a result of the accelerated rate of disposal/acquisition and the length of time for which the Fund Shares in question were held. On the occasions when a Dilution Levy is not applied there may be an adverse impact on the total assets of the Fund, as the Fund will have to meet the costs of dealing in the underlying assets.

The Dilution Levy for the Fund may vary over time because the Dilution Levy will be calculated by reference to the costs of dealing in the underlying investments of the Fund, including any dealing spreads, and these can vary with market conditions. A typical Dilution Levy for the Fund may range from 0.01% to 1% of the Fund's share price.

Fees and charges applicable in respect of new class of Share

For the avoidance of doubt, the Company may from time to time create and issue a new class/es of Shares in the Fund and apply thereto no fees or different fees than those mentioned above and payable to Service Providers out of the assets of the Fund attributable to such new class/es or no fees and charges or different fees and charges than those mentioned above and payable by applicants or Fund Investors in respect of such new class/es, and such creation and issue of new class/es with such different or no fees and charges shall, for all intents and purposes of law and the Articles, the Prospectus and this Offering Supplement, be deemed not to constitute a change or variation of the rights attaching to the Eur 'A1' Accumulation Share Class, the Eur 'A2' Accumulation Share Class or the Distribution Share Class or any other then existing class/es of Shares in the Fund.

Additional information for qualified investors in Switzerland

Distribution in Switzerland is permitted to qualified investors only pursuant to paragraph 10 of the Swiss Collective Investment Schemes Act (CISA).

Swiss representative

The representative in Switzerland is LLB Swiss Investment AG, Claridenstrasse 20, 8002 Zürich, Switzerland.

Paying agent

The paying agent in Switzerland is Swissquote Bank SA, Chemin de la Crétaux 33, 1196 Gland, Switzerland.

Place where the relevant documents may be obtained

The Prospectus, the Fund Offering Supplement and the Key Investor Information Document, as well as the annual and semi-annual reports may be obtained free of charge from the Swiss representative in Switzerland.

Payment of retrocessions and rebates

The Investor Manager and its agents may pay retrocessions as remuneration for distribution activity in respect of the Fund Shares in or from Switzerland. This remuneration may be deemed payment for any services which aim to sell the Fund Shares in particular organization of roadshows, participation in fairs and other events, preparation of marketing material, training of sales partners, etc.

Retrocessions are not deemed to be rebates even if they are ultimately passed on, in full or in part, to the Investors.

The recipients of the retrocessions must ensure transparent disclosure and inform investors, unsolicited and free of charge, about the amount of remuneration they may receive for distribution.

In the case of distribution activity in or from Switzerland, the Investment Manager and its agents may, upon request, pay rebates directly to Investors. The purpose of rebates is to reduce the fees or costs incurred by the Investor in question. Rebates are permitted provided that:-

- (i) they are paid from fees received by the Fund Management Company and therefore do not represent an additional charge on the Fund assets;
- (ii) they are granted on the basis of objective criteria;
- (iii) all Investors who meet these objective criteria and demand rebates are also granted these within the same timeframe and to the same extent;
- (iv) the objective criteria for the granting of rebates by the Investment Manager are as follows:
 - (a) the volume subscribed by the Investor or the total volume they hold in the collective investment scheme or, where applicable, in the product range of the promoter;
 - (b) the amount of the fees generated by the Investor;
 - (c) the investment behavior shown by the Investor (e.g. expected investment period);
 - (d) the Investor's willingness to provide support in the launch phase of a collective investment scheme.

At the request of the Investor, the Investment Manager must disclose the amounts of such rebates free of charge.

Place of performance and jurisdiction

The place of performance and jurisdiction with respect to the distribution of the Fund Shares in and from Switzerland shall be the place of the registered office of the Swiss Representative.

Additional Conditions

Notwithstanding anything to the contrary in the Prospectus or elsewhere, the Directors and the Investment Manager undertake in relation to the Fund:

- (a) Redemption proceeds due to an Investor from the Fund will be paid out as soon as practicable after final calculation of the Net Asset Value per Share as of the relevant Valuation Day; provided however that, without prejudice to the power of the Directors to suspend or defer redemptions and/or the payment of redemption proceeds as contemplated and in the instances set out in the Prospectus and/or herein, if payment in full cannot be made by the date which is five (5) Business Days after the applicable Redemption Day (the "**Payment Date**") for any reason (including that the final calculation of the Net Asset Value per Share as of the relevant Valuation Day has not been completed, certain assets of the Fund have not yet been liquidated, the Fund's liabilities cannot be fully assessed or otherwise) then the Fund shall promptly pay the redemption proceeds to the fullest extent possible (after the establishment of any reserve for contingent liabilities contemplated by the Prospectus) and shall use reasonable efforts to permit the payment of the remainder of the redemption proceeds as soon as possible thereafter;
- (b) In the event that certain assets have not been liquidated by the Payment Date because the liquidation of assets of the Fund cannot be effected normally or would be to the detriment of the Fund generally, the Investment Manager shall provide notice to the redeeming Investor (which notice shall contain sufficient information in order for the Investor to assess the illiquidity of assets and/or the conditions under which their liquidation would be conducted). The Investment Manager shall use reasonable efforts to continue the liquidation thereafter. For the purposes of this paragraph, the assets deemed illiquid shall include, in addition to the assets the liquidation of which cannot be effected normally or would be to the detriment of the Fund generally, any and all cash needed for collateral and margin calls as required to support the illiquid assets, as well as any instrument which, without being necessarily illiquid, settles at a pre-determined date in the future;
- (c) The Company will not suspend the calculation of the Net Asset Value, the redemption of Fund Shares or payment of redemption proceeds attributable to the Fund Shares being redeemed other than in the following circumstances:
 - (i) during any period when any market in which the Fund (directly or indirectly) invests a significant portion of its assets is closed (other than holiday or customary weekend closings), or in which trading thereon is restricted or suspended; or
 - (ii) during the existence of any state of affairs which, in the opinion of the Directors, constitutes an emergency or is otherwise outside the control of the Company as a result of which disposal or valuation of assets of the Fund is restricted, or is not reasonably practicable or would be seriously prejudicial to the Fund or holders of Investor Shares therein; or
 - (iii) during any breakdown in the means of communication or computation normally employed in determining the price or value of any of the investments of the Fund or the current price or values on any stock exchange, or during any period when for any reason the prices or values of investments of the Fund cannot be reasonably, promptly or accurately ascertained; or
 - (iv) if there is a delay in or restriction on the repatriation or receipt or remittance of monies involved in the realisation or acquisition of the Fund's investments or of funds needed to satisfy redemption requests, or other restrictions (including exchange restrictions) affecting the transfer of funds which render transactions on behalf of the Company (on account of the relevant Fund) impracticable; or
 - (v) if repatriation, receipt or remittance of funds involved in the realisation or acquisition of the Fund's investments or involved in subscription or redemption of Investor Shares cannot, in the opinion of the Directors, be carried out at normal rates of exchange; or
 - (vi) during any period when the proceeds of sale or redemption of Investor Shares in the Fund cannot be transmitted to or from the relevant account held for the Fund for any other reason whatsoever; or
 - (vii) following any decision to dissolve and liquidate the Company or the Fund, or following any notice for convening a general meeting of the Company or a meeting of any class/es of Shares of the Fund or an application made to the competent court to decide on such dissolution and liquidation; or
 - (viii) following any decision to effect a total redemption of all the Investor Shares in the Fund and to subsequently close the Fund and/or a total redemption of all the Investor Shares of a particular class/es in the Fund (provided that such suspension shall not be for a period longer than twenty (20) Business Days before the chosen Redemption Day).