

Prospectus

Legg Mason Western Asset Asian Enterprise Trust

Dated 30 September 2011
Valid till 29 September 2012

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LEGG MASON WESTERN ASSET ASIAN ENTERPRISE TRUST Directory

Managers

Western Asset Management Company Pte. Ltd.
(an ultimately wholly-owned subsidiary of Legg Mason, Inc.)
(Company Registration Number: 200007692R)
1 George Street, #23-01, Singapore 049145

Directors of the Managers

Alvin Lee Lip Sin (Executive)
Ronald Richard Dewhurst
Michael Barukh Zelouf

Trustee / Custodian

HSBC Institutional Trust Services (Singapore) Limited
(Company Registration Number: 194900022R)
21, Collyer Quay, #14-01 HSBC Building, Singapore 049320

Principal Distributor

Legg Mason Asset Management Singapore Pte. Limited
(Company Registration Number: 200007942R)
1 George Street, #23-02, Singapore 049145

Auditors

PricewaterhouseCoopers LLP
8 Cross Street, #17-00 PWC Building, Singapore 048424

Solicitors to the Managers

Allen & Gledhill LLP
One Marina Boulevard, #28-00, Singapore 018989

Solicitors to the Trustee

Shook Lin & Bok LLP
1, Robinson Road, #18-00, AIA Tower, Singapore 048542

LEGG MASON WESTERN ASSET ASIAN ENTERPRISE TRUST

Important Information

The managers of the Legg Mason Western Asset Asian Enterprise Trust (the "**Trust**"), Western Asset Management Company Pte. Ltd. (the "**Managers**"), an ultimately wholly-owned subsidiary of Legg Mason, Inc., accept full responsibility for the accuracy of information contained in this Prospectus and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief, there are no other facts the omission of which would make any statement in this Prospectus misleading. Unless otherwise stated, all terms not defined in this Prospectus have the same meanings as used in the deed of trust (as amended) relating to the Trust (the "**Deed**").

Potential investors should consult the relevant provisions of the Deed and obtain independent professional advice in any event of any doubt or ambiguity relating thereto.

Potential investors should seek independent professional advice to ascertain (a) the possible tax consequences, (b) the legal requirements, (c) any foreign exchange restrictions or exchange control requirements which they may encounter under the laws of the countries of their citizenship, residence or domicile and/or (d) any restrictions or requirements under the Central Provident Fund (Investment Schemes) Regulations, the terms and conditions in respect of the CPF Investment Scheme issued by the CPF Board thereunder (as the same may be amended, modified or supplemented from time to time) and any other terms, conditions or directions as may from time to time be lawfully imposed or given by the CPF Board or other relevant competent authority, which may be relevant to the subscription, holding or disposal of units in the Trust ("**Units**") and should inform themselves of and observe all such laws and regulations in any relevant jurisdiction that may be applicable to them.

No application has been made for the Units to be listed on any stock exchange.

The Units have not been and will not be registered under the United States Securities Act of 1933 (the "**Securities Act**") or the securities laws of any of the states of the United States ("**US**"), nor is such registration contemplated. The Units may not be offered, sold or delivered directly or indirectly in the US or to or for the account or benefit of any "US Person" (as defined in the Securities Act) or any person who is not a "non-United States Person" within the meaning of Rule 4.7 issued under the US Commodity Exchange Act.

The Units are being offered outside the United States pursuant to the exemption from registration under Regulation S under the Securities Act. The Units offered hereby are subject to restrictions on transferability and resale and may not be directly or indirectly transferred or resold to US Persons or within the US.

A US Person for the above purpose currently includes: (i) any natural person resident in the US; (ii) any partnership or corporation organised or incorporated under the laws of the US; (iii) any estate of which any executor or administrator is a US Person; (iv) any trust of which any trustee is a US Person; (v) any agency or branch of a foreign entity located in the US; (vi) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person; (vii) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident

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in the US; and (viii) any partnership or corporation if: (a) organised or incorporated under the laws of any foreign jurisdiction and (b) formed by a U.S. Person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in Rule 501(a)) who are not natural persons, estates or trusts. The following are not US Persons: (i) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-US Person by a dealer or other professional fiduciary organised, incorporated, or (if an individual) resident in the US; (ii) any estate of which any professional fiduciary acting as executor or administrator is a US Person if: (a) an executor or administrator of the estate who is not a US Person has sole or shared investment discretion with respect to the assets of the estate and (b) the estate is governed by foreign law; (iii) any trust of which any professional fiduciary acting as trustee is a US Person, if a trustee who is not a US Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settler if the trust is revocable) is a US Person; (iv) an employee benefit plan established and administered in accordance with the law of a country other than the US and customary practices and documentation of such country (v) any agency or branch of a US Person located outside the US if: (a) the agency or branch operates for valid business reasons and (b) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and (vi) the International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organisations, their agencies, affiliates and pension plans.

The term "US Person" also includes any entity organised principally for passive investment (such as a commodity pool, investment company or other similar entity) that was formed for the purpose of facilitating investment by a US Person in a commodity pool with respect to which the operator is exempt from certain requirements of Part 4 of the regulations promulgated by the United States Commodity Futures Trading Commission by virtue of its participants being non-US Persons.

"United States" means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia.

Any holder of Units may request the Managers to realise all or part of his holding of Units in accordance with and subject to the provisions of the Deed and as summarised in paragraph 13 of this Prospectus. The Managers' unit trusts and investment products, except for guaranteed funds, are not obligations of, deposits in, or guaranteed by the Managers or any of their affiliates. An investment in unit trusts and/or other investment products is subject to investment risks, including the possible loss of the principal amount invested. Investors should note that the value of Units and the income from them may fall as well as rise. Past performance figures are not necessarily indicative of future performance of any unit trust.

Some of the information in this Prospectus is a summary of corresponding provisions in the Deed. Potential investors should read the Deed for further details and for further information that is not contained in this Prospectus.

Potential investors should also consider the risks of investing in the Trust which are summarised in paragraph 10 of this Prospectus.

All enquiries in relation to the Trust should be directed to the Managers, through the Principal Distributor, or any agent or distributor appointed by the Principal Distributor.

LEGG MASON WESTERN ASSET ASIAN ENTERPRISE TRUST

*The collective investment scheme offered in this Prospectus is an authorised scheme under the Securities and Futures Act, Chapter 289 of Singapore ("SFA"). A copy of this Prospectus has been lodged with and registered by the Monetary Authority of Singapore (the "**Authority**"). The Authority assumes no responsibility for the contents of this Prospectus. The registration of this Prospectus by the Authority does not imply that the SFA or any other legal or regulatory requirements have been complied with. The Authority has not, in any way, considered the investment merits of Legg Mason Western Asset Asian Enterprise Trust (the "**Trust**"). The meanings of terms not defined in this Prospectus can be found in the deed of trust (as amended) constituting the Trust.*

1. Basic Information

1.1 Legg Mason Western Asset Asian Enterprise Trust

The Trust is a Singapore-constituted open-ended unit trust.

1.2 Date of Registration and Expiry Date of Prospectus

The date of registration of this Prospectus with the Authority is 30 September 2011. This Prospectus shall be valid for 12 months after the date of registration (i.e., up to and including 29 September 2012) and shall expire on 30 September 2012.

1.3 Trust Deed and Supplemental Deeds

1.3.1 The deed of trust relating to the interests being offered for subscription or purchase (the "**Principal Deed**") is dated 15 August 1995 and the parties to the Principal Deed are Rothschild Asset Management (Singapore) Limited, the retired managers (the "**Retired Managers**"), and HSBC Institutional Trust Services (Singapore) Limited, as the trustee (the "**Trustee**").

1.3.2 The Principal Deed has been amended by the First Supplemental Deed dated 28 January 1999, a Second Supplemental Deed dated 21 July 2000, a Third Supplemental Deed dated 20 July 2001 and an Amending and Restating Deed dated 23 June 2003 entered into between the Retired Managers and the Trustee, a Supplemental Deed dated 5 January 2004 entered into amongst the Retired Managers, the Trustee and Western Asset Management Company Pte. Ltd. (then known as Legg Mason Asset Management (Asia) Pte Ltd) ("**LMAMA**"), a Second Amending and Restating Deed dated 7 February 2005, a Third Amending and Restating Deed dated 6 February 2006 entered into between LMAMA and the Trustee, and a Supplemental Deed dated 28 September 2006 entered into by LMAMA, the Trustee and Legg Mason Asset

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Management Singapore Pte. Limited (formerly known as Legg Mason International Equities (Singapore) Pte. Limited) (the "**2nd Retired Managers**"), a Fourth Amending and Restating Deed dated 2 July 2007, a Fifth Amending and Restating Deed dated 1 July 2008 and a Sixth Amending and Restating Deed dated 30 June 2009 entered into between the 2nd Retired Managers and the Trustee and a Supplemental Deed of Appointment and Retirement of Managers dated 23 March 2011 entered into amongst the 2nd Retired Managers, Western Asset Management Company Pte. Ltd. (the "**Managers**"), an ultimately wholly-owned subsidiary of Legg Mason, Inc., and the Trustee (the "**Supplemental Deed of Appointment and Retirement of Managers**") and a Seventh Amending and Restating Deed dated 30 September 2011 entered into between the Managers and the Trustee. The Principal Deed as amended by the First Supplemental Deed, the Second Supplemental Deed, the Third Supplemental Deed, the Amending and Restating Deed, the Supplemental Deed dated 5 January 2004, the Second Amending and Restating Deed, the Third Amending and Restating Deed, the Supplemental Deed dated 28 September 2006, the Fourth Amending and Restating Deed, the Fifth Amending and Restating Deed, the Sixth Amending and Restating Deed, the Supplemental Deed of Appointment and Retirement of Managers and the Seventh Amending and Restating Deed is referred to in this Prospectus as the "**Deed**".

- 1.3.3** The terms and conditions of the Deed shall be binding on each unitholder (each a "**Holder**" and collectively, the "**Holders**") and persons claiming through such Holder as if such Holder had been a party to the Deed and as if the Deed contained covenants on such Holder to observe and be bound by the provisions of the Deed and an authorisation by each Holder to do all such acts and things as the Deed may require the Managers and/or the Trustee to do.
- 1.3.4** A copy of the Deed is available for inspection at the business office of the Principal Distributor at 1 George Street, #23-02, Singapore 049145 during normal business hours and will be supplied to any person upon request at a charge of S\$50 per copy of each document.
- 1.3.5** A copy of the latest annual and semi-annual accounts, the auditor's report on the annual accounts and the annual and semi-annual reports relating to the Trust may be obtained from the Principal Distributor upon request.

2. The Managers and the Sub-Manager**2.1 The Managers**

The Managers of the Trust are Western Asset Management Company Pte. Ltd., whose registered and business address is at 1 George Street, #23-01, Singapore 049145.

The Managers are an ultimately wholly-owned subsidiary of Legg Mason, Inc. ("**Legg Mason**"), a U.S. financial services holding company that provides asset management services through its subsidiaries including the Managers. Legg Mason was founded in 1899 and is listed on the New York Stock Exchange, Inc. under the symbol "LM". As of 30 June 2011, Legg Mason was responsible for US\$662.5 billion of assets under management invested in a broad range of financial instruments including global equities, fixed interest securities, and currencies.

The Managers' strategic goal is to provide above average returns over the long term by managing diversified, risk controlled, value oriented portfolios across a range of investment products in major and emerging markets. Portfolios employ a long-term value orientation that utilises multiple investment strategies to achieve above market returns while approximating market risk.

The Managers advise and manage an extensive range of investments on behalf of institutions and individuals. Through unit trusts and separate account management, the Managers provide investors with access to fixed interest and currency investment opportunities that seek to add value and control risk.

The Managers have been managing collective investment schemes in Singapore since 2003. As at 30 June 2011, the Managers managed approximately US\$3.4 billion of assets on behalf of institutional and retail clients.

2.2 The Sub-Manager

Havenport Asset Management Pte. Ltd. (the "**Sub-Manager**") has been appointed as the sub-manager of the Trust.

The Sub-Manager is an independent employee-owned company incorporated in Singapore on 20 July 2010 whose founders were executives of Legg Mason Asset Management Singapore Pte. Limited. The Sub-Manager is focused on managing Asian equity mandates for a broad spectrum of clients. The key investment personnel of the Sub-Manager have been managing collective investment schemes in Singapore since 1995.

Past performance of the Managers and the Sub-Manager is not necessarily indicative of their future performance.

3. The Trustee and the Registrar

The Trustee of the Trust is HSBC Institutional Trust Services (Singapore) Limited whose registered address is at 21, Collyer Quay, #14-01 HSBC Building, Singapore 049320.

The registrar of the Trust is the Trustee and the register of Holders (the "**Register**") is kept at 20 Pasir Panjang Road (East Lobby), #12-21 Mapletree Business City, Singapore 117439 and is accessible to the public during normal business hours. The Register is conclusive evidence of the number of Units held by each Holder and the entries in the Register shall prevail in the

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event of any discrepancy between the entries in the Register and the details appearing on any statement of holding, unless the Holder proves to the satisfaction of the Managers and the Trustee that the Register is incorrect.

4. The Auditors

The auditors of the accounts relating to the Trust are PricewaterhouseCoopers LLP whose registered office is at 8 Cross Street, #17-00 PWC Building, Singapore 048424 (the "**Auditors**").

5. The Principal Distributor

The Managers have appointed Legg Mason Asset Management Singapore Pte. Limited as the principal distributor for the Trust (the "**Principal Distributor**"). The Principal Distributor's business address is at 1 George Street, #23-02, Singapore 049145, and is an ultimately wholly-owned subsidiary of Legg Mason.

The Principal Distributor houses the Legg Mason Global Distribution division and is focused on the distribution of Legg Mason's Singapore domiciled unit trusts and Legg Mason's Luxembourg and Ireland domiciled mutual fund ranges. The Principal Distributor is authorised to market, promote, offer and arrange for sale and redemption of shares/units in these funds.

6. Structure of the Trust

The Trust is a stand-alone open-ended unit trust and has no fixed duration.

7. Investment Objective, Focus and Approach

7.1 Investment Objective

The investment objective of the Trust is the long-term capital appreciation of the assets of the Trust by investing primarily in equity securities of corporations in Asia (excluding Japan) with an emphasis on such corporations whose equity capitalisation is, in the view of the Sub-Manager, small to medium at the time of investment in relation to any of the markets in Asia (excluding Japan) in which the Trust is permitted to invest. The countries in which the Trust invests or may invest in are Australia, China, Hong Kong, India, Indonesia, Korea, Malaysia, New Zealand, Pakistan, the Philippines, Singapore, Sri Lanka, Taiwan, Thailand and any other countries in Asia (excluding Japan) that are, in the view of the Sub-Manager, recognised investment markets.

7.2 Investment Policy and Approach

The Sub-Manager intends to place an emphasis on Asian companies demonstrating strong secular growth trends, reflecting the rich investment opportunities in the Asian region. Emphasis is placed on identifying the best investment opportunities and on calibration of the right investment weight to develop a focused

and yet adequately diversified portfolio.

The Sub-Manager views the Asian markets as dynamic, high-growth and rapidly expanding. The Sub-Manager believes that a combination of rapid market expansion and consolidation of the sell-side community has resulted in a growing section of the market being under-researched. The Sub-Manager has found that companies with large capitalizations (i.e. large-cap stocks) have extensive coverage from the sell-side community while middle capitalization companies (i.e. mid-cap stocks) and small capitalization companies (i.e. small-cap stocks) are under-covered by the sell-side community. As a result, the Sub-Manager's strategy when investing in large-cap stocks is to use a systematic, thematic approach in information gathering and analyses to capture periodic market mis-pricing in the large-cap stocks areas where there are sufficient market signals and data points available. The Sub-Manager intends to devote more of their internal research resources to seek out and analyze mid-cap and small-cap stocks where opportunities for significant securities mis-pricing are more abundant.

There will be **no limit** as to the allocation of investment in any one country or in any one sector of a market.

Whilst the Trust will be permitted to hedge currency away from, or back into Singapore Dollars, in practice over the longer term, the Managers and (as the case may be) the Sub-Manager will maintain an unhedged strategy, applying tactical, or shorter term currency hedges, only in extreme market conditions.

Borrowings may be effected on behalf of the Trust, of up to 10% of the Singapore Dollar equivalent of the total value of the deposited property of the Trust. Such borrowing or gearing is unlikely to take place under normal market conditions.

To assist diversification of corporate risk exposure, investment in any one corporation or body or issuer will be restricted to 10% of the total value of the deposited property of the Trust.

To reduce risk, the value of the Trust's investment in Unquoted Investments¹ will not, subject to the provisions of the Code, exceed 10% of the total value of the deposited property of the Trust.

The Managers and the Sub-Manager currently do not invest in derivatives (except for transferable securities embedding a financial derivative), engage in securities lending and/or carry out repurchase transactions in respect of the Trust although they are permitted to do so.

1 "Unquoted Investment" means any investment which is not quoted, listed or dealt in on any Recognised Stock Exchange or any OTC Market. "Recognised Stock Exchange" means any stock exchange, futures exchange, organised securities exchange or other market of sufficient repute in any country in any part of the world (excluding Japan) on which corporations are quoted or listed and in relation to any particular Authorised Investment shall be deemed to include any responsible firm, corporation or association in any part of Asia dealing in the Authorised Investment which the Managers may from time to time elect with the approval of the Trustee. "OTC Market" means any over-the-counter market in any part of the world.

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Investors should note that the net asset value of the Trust may have higher volatility characteristics as a result of its portfolio management style.

7.3 Authorised Investments

Subject to the provisions of the Code, the authorised investments of the Trust ("**Authorised Investments**") are:

- 7.3.1** any investment in or of corporations in Asia (excluding Japan) with an emphasis on such corporations whose equity capitalisation is, in view of the Managers, small to medium at the time of investment in relation to any of the markets in Asia (excluding Japan) in which the Trust is permitted to invest, selected by the Managers for the purpose of investment of the deposited property of the Trust;
- 7.3.2** any Quoted Investment²;
- 7.3.3** any investment in respect of which application for listing or permission to deal has been made to a Recognised Stock Exchange and the subscription for or purchase of which is either conditional upon such listing or permission to deal being granted within a specified period not exceeding twelve weeks (or such other period as may be agreed between the Managers and the Trustee) or in respect of which the Managers are satisfied that the subscriptions or other transactions will be cancelled if the application is refused;
- 7.3.4** any Unquoted Investment;
- 7.3.5** any investment denominated in any currency;
- 7.3.6** the currency of any country or any contract for the spot purchase or sale of any such currency or for hedging purposes, any forward contract of such currency;
- 7.3.7** any investment for the time being approved by the relevant authorities for the purposes of unit trust schemes included under the CPF Investment Scheme ("**CPFIS**") for investment by CPF members under the CPFIS regulations; or
- 7.3.8** any other investment not covered by paragraphs 7.3.1 to 7.3.7 above but approved by the Trustee.

7.4 Benefits

- 7.4.1** An opportunity to diversify across Asian regional markets thereby gaining access to areas of business, industry and enterprise not always available to local investors.

² "**Quoted Investment**" means any investment which is quoted or listed or in respect of which permission to deal is effective on any Recognised Stock Exchange or any OTC Market established by any such Recognised Stock Exchange.

7.4.2 Medium and smaller capitalised companies, even in the major markets, can be under-researched relative to their larger counterparts and may not be as well known to investors. As a result, these companies could be undervalued despite strong underlying business.

7.4.3 The Trust has the added flexibility to invest in larger capitalised companies as well which depending on the economic cycle may outperform smaller and medium sized companies.

7.5 Who should invest in the Legg Mason Western Asset Asian Enterprise Trust?

When it comes to savings and investments every investor has differing needs, objectives and time horizons and should consider the Trust accordingly. Over 3 - 5 years the potential expected returns from equities are usually higher than those from bonds and bank deposit rates. Equities, whilst offering higher rewards, may also be prey to higher risks. The Trust may be suitable for those investors able to tolerate a degree of volatility. The Trust may appeal to those investors who want the opportunity to diversify their investments on a regional basis.

8. Inclusion under the CPF Investment Scheme

8.1 The Trust is included under the CPFIS – Ordinary Account for investment by CPF members. It has been classified by the CPF Board under the “**Higher Risk/Narrowly Focused (Asian Region Focused Securities)**” category.

8.2 The CPF interest rate for the CPF Ordinary Account is based on the 12-month fixed deposit and month-end savings rates of the major local banks. Under the Central Provident Fund Act, Chapter 36 of Singapore (“**CPF Act**”), the CPF Board pays a minimum interest of 2.5% per annum when this interest formula yields a lower rate.

The interest rate for the Special and Medisave Accounts (SMA) is pegged to the 12-month average yield of 10-year Singapore Government Securities (10YSGS) plus 1%. The interest rate to be credited to the Retirement Account (RA) will be the weighted average interest of the entire portfolio of Special Government Securities (SSGS) the RA savings are invested in which earn a fixed coupon equal to the 12-month average yield of the 10YSGS plus 1% of the point of issuance. For 2011, the minimum interest rate for the SMA and RA is 4.0% per annum. After 31 December 2011, the 2.5% per annum minimum interest rate, as prescribed by the CPF Act, will apply to the SMA and RA.

In addition, the CPF Board will pay an extra interest rate of 1% per annum on the first S\$60,000 of a CPF member’s combined balances, including up to S\$20,000 in the CPF Ordinary Account. The first S\$20,000 in the CPF Ordinary Account and the first S\$40,000 in the CPF Special Account may not be invested under the CPFIS.

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Investors should note that the applicable interest rates for each of the CPF accounts may be varied by the CPF Board from time to time.

Subscriptions using CPF monies shall at all times be subject to inter alia the regulations and such directions or requirements imposed by the CPF Board from time to time.

9. Fees and Charges**Legg Mason Western Asset Asian Enterprise Trust**

Charges and Fees Payable by Holder	
Preliminary charge	Currently 5% (in respect of subscriptions using cash and SRS monies) and 3% (in respect of subscriptions using CPF monies). Maximum 5%.
Realisation charge	Currently nil. Maximum 2%.
Fees Payable by Trust to Managers and Trustee	
Annual management fee	Currently 1.5% p.a. Maximum 1.5% p.a.
Annual trustee fee	Currently 0.125% p.a. on 1st S\$10 million. 0.075% p.a. on balance of S\$10 million and above. Maximum 0.25% p.a. subject always to a minimum of S\$15,000 p.a.

The Sub-Manager's fees will be payable by the Managers and will not be payable by the Trust.

Any Preliminary Charge is currently paid to the Principal Distributor's approved agents and distributors. The Principal Distributor's approved agents or distributors may differentiate between investors as to the amount of the preliminary charge or realisation charge payable (subject to the maximum permitted), or allow discounts on the basis or scale that the approved agents or distributors think fit. Investors should also note that approved agents or distributors through whom investors subscribe for Units may (depending on the specific nature of services provided) impose other fees and charges that are not disclosed in this Prospectus. Investors should therefore check with such agents and distributors as to whether any additional fees and charges are imposed.

As required by the Code on Collective Investment Schemes issued by the Authority in April 2011 (as may be amended from time to time) (the "**Code**"), all marketing, promotional and advertising expenses in relation to the Trust will be borne by the Managers and not charged to the Deposited Property (as defined in the Deed) of the Trust.

10. Risks

10.1 General risks

Before investing in the Trust, investors should consider and satisfy themselves as to the risks of investing in the Trust. Generally, some of the risk factors that should be considered by the investors in the Trust are economic, interest rate, political, liquidity, default, foreign exchange, regulatory, repatriation risks and the risks of investing in warrants.

An investment in the Trust is meant to produce returns over the long-term. Investors should not expect to obtain short-term gains from such investment.

Investors should be aware that the price of Units, and the income from them, may fall or rise. Investors may not get their original investment amount back.

10.2 Specific risks

Investors in the Trust should consider and satisfy themselves as to the risks of investing in Asian securities, particularly the securities of Asian corporations with low or medium equity capitalisation. The following are some of the risk factors that should be considered by the investors in the Trust:

- 10.2.1** The Trust will be investing primarily in the securities of companies in Asia (excluding Japan) which may present greater opportunities for capital appreciation but also involve greater risk than is customarily associated with the securities of companies in the developed countries.
- 10.2.2** Prices of securities held by the Trust may go up or down in response to changes in economic conditions, political conditions, interest rates in the Asian markets that the Trust invests in and the market's perception of securities which may in turn cause the price of Units to rise or fall.
- 10.2.3** The geographical spread of the Trust's investments over Asia will mean that the Trust's assets and income will be denominated in a number of different currencies other than the Singapore Dollar and thus fluctuations in foreign exchange rates, which are unpredictable, may have an impact on the income and the valuation of the assets of the Trust. Whilst the Managers or (as the case may be) the Sub-Manager may from time to time enter into foreign exchange transactions to manage the Trust's currency exposure, in practice over the longer term, the Managers and the Sub-Manager will generally maintain an unhedged strategy, applying tactical, or shorter term currency hedges, only in extreme market conditions.
- 10.2.4** The Trust's investments, particularly in less-developed / emerging markets, may also be subjected to liquidity, regulatory and repatriation risks. Investments in emerging markets may also involve political, regulatory and repatriation risks and risks associated with liquidity, relatively small market capitalisation, relatively higher price volatility, lower disclosure standards, susceptibility to financial shocks, and economic and social uncertainty.

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- 10.2.5** Issuers of bonds and other debt securities held by the Trust may default on their obligations.
- 10.2.6** Any investments by the Trust in bonds, debentures, loan stocks, convertibles and other debt securities may decline in value if interest rates change. In general, the price of debt securities rises when interest rates fall, and fall when interest rates rise.
- 10.2.7** Investments in warrants, one of the investments authorised by the Deed, tend to be more volatile than the underlying stock they represent due to their leverage effect. The risk characteristics of warrants apply equally to both small and medium capitalisation securities as well as large capitalisation securities.
- 10.2.8** Although the key investment personnel of the Sub-Manager has been managing collective investment schemes in Singapore since 1995, investors should note that the Sub-Manager is a newly formed entity (incorporated on 20 July 2010). Therefore the Sub-Manager only has available a short track record in managing collective investment schemes upon which investors can evaluate the past performance of the Sub-Manager.
- 10.2.9** The Trust may, subject to applicable investment guidelines in the Code, the Deed and, for so long as the Trust is included under the CPFIS, the CPFIS (as defined in paragraph 20.4.1), invest in derivative instruments from time to time for purposes of hedging and/or efficient portfolio management and may invest in transferable securities embedding a financial derivative from time to time for purposes of hedging, efficient portfolio management and/or optimising returns. Derivative instruments are financial contracts whose value depends on, or is derived from the value of an underlying asset, reference rate or index, which may include bonds, shares, interest rates, currency exchange rates, bond indices and stock indices. Where such instruments are financial derivatives on commodities, such transactions shall be settled in cash at all times or as may otherwise be required under the Code. While the judicious use of derivatives by professional investment managers can be beneficial, derivatives involve risks different from, and, in some cases, greater than, the risks presented by more traditional securities investments. Some of the risks associated with derivatives are market risks, management risks, credit risks, liquidity risks and leverage risks. The value of derivative instruments is subject to market risks and may fall in value as rapidly as it may rise and it may not always be possible to dispose of such instruments during such fall in value. In such a situation, the cost incurred in obtaining the derivatives may not be recoverable. Investments in derivatives may require the deposit of initial margin and additional margins on short notice, if the market moves against the investment positions. If

no provision is made for the required margin within the prescribed time, the Trust's investment positions may be liquidated at a loss.

Please refer to paragraph 20.8 for further information on the use of financial derivatives.

The above should not be considered to be an exhaustive list of the risks which potential investors should consider before investing in the Trust.

11. Subscription of Units

11.1 Subscription procedure

Applications for Units may be made through any agent or distributor appointed by the Principal Distributor (the "**approved agents or distributors**") or through their ATMs, if applicable. Investors who purchase Units using CPF monies may not be registered as joint Holders of Units.

Investors may pay for Units either with cash, Supplementary Retirement Scheme ("**SRS**") monies or CPF monies from their CPF Ordinary Account. Investors paying with SRS monies will instruct the relevant SRS operator bank to withdraw from his SRS account monies in respect of the Units applied for. Investors wishing to use CPF monies from their CPF Ordinary Account to purchase Units shall indicate so on the application form and provide instructions or authorisation on that application form to the CPF Board to withdraw from his CPF Ordinary Account for credit to his CPF Investment Account with a CPF agent bank monies in respect of the Units applied for.

No transfer is permitted in respect of Units purchased with SRS monies or CPF monies.

Where an application to purchase Units is made and accepted, Units are issued:

- (i) in the case of subscriptions using cash – to the approved agent or distributor or its nominee, whose name is entered into the Register as the legal unitholder. The approved agent or distributor or its nominee will hold those Units on behalf of the investor who has applied for the Units; and
- (ii) in the case of subscriptions using monies from the investor's CPF Ordinary Account or SRS Account – in the name of the investor who has applied for the Units.

11.2 Minimum initial subscription amount and minimum subsequent subscription amount

The minimum initial subscription amount is S\$1,000 and the minimum subsequent subscription amount is S\$100.

11.3 Dealing cut-off time and pricing basis

11.3.1 As Units are issued on a forward pricing basis, the issue price of Units shall not be ascertainable at the time of application. In buying Units, applicants pay a fixed amount of money e.g., S\$1,000, which will buy the applicant the number of Units (including fractions of Units) obtained from dividing S\$1,000 (less any preliminary charge) by the issue price when it has been ascertained later. The Principal Distributor's dealing cut-off time is 5 p.m. Singapore time on a Dealing Day³. Units in respect of applications received and accepted by the Principal Distributor before the dealing cut-off time will be issued at that Dealing Day's issue price calculated in accordance with Clause 13(B) of the Deed (as summarised in paragraph 11.3.2 below). Applications received after the dealing cut-off time or on a day which is not a Dealing Day shall be treated as having been received on the next Dealing Day. The Principal Distributor's approved agents or distributors may have their own dealing cut-off times that are earlier than the Principal Distributor's dealing cut-off time for the receipt of applications and subscription monies. Investors should confirm the applicable dealing cut-off time with the relevant approved agent or distributor.

11.3.2 The issue price of a Unit on any Dealing Day is ascertained as follows:

- (i) by calculating the Value (calculated in accordance with the valuation principle set out in Clause 1(A) of the Deed and as set out in paragraph 20.6 in this Prospectus) as at the Valuation Point⁴ in respect of the Dealing Day on which such issue occurs of the proportion of the deposited property represented by one Unit;
- (ii) by adding thereto such sum as the Managers may consider represents the appropriate provision for Fiscal and purchase charges⁵; and

³ A "**Dealing Day**" in connection with the issuance and realisation of Units, means every Business Day or such Business Day or Business Days at such intervals as the Managers may from time to time determine Provided That reasonable notice of any such determination shall be given by the Managers to all Holders at such time and in such manner as the Trustee may approve. A "**Business Day**" means any day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks are open for business in Singapore.

⁴ "**Valuation Point**" means the close of business of the last relevant market in relation to a Dealing Day on which the Value of the deposited property is to be determined or such other time on a Dealing Day or such other day as the Managers with the approval of the Trustee may from time to time determine and the Managers shall notify the Holders of such change if required by the Trustee.

⁵ "**Fiscal and purchase charges**" means all stamp and other duties, taxes, governmental charges, brokerage, commissions, bank charges, transfer fees, registration fees and other duties and charges whether in connection with the constitution of the deposited property of the Trust or the increase of the deposited property of the Trust or the creation, issue, sale, exchange or purchase of Units or the sale or purchase of Authorised Investments or otherwise which may have become or may be payable in respect of or prior to or upon the occasion of the transaction or dealing in respect of which such duties and charges are payable but does not include commissions payable to agents on sales and repurchases of Units.

- (iii) by determining the resultant total up to four decimal places and rounding that figure to the nearest three decimal places (or such other number of decimal places as the Managers may from time to time decide).

11.3.3 The preliminary charge shall be retained by the Principal Distributor's approved agents or distributors and the amount of the aforesaid adjustment shall be credited to the Trust.

11.4 Numerical Example of how Units are Allotted

The number of Units allotted based on an investment amount of S\$1,000 and a notional issue price of S\$1.000 and assuming a 5% preliminary charge is calculated as follows:

e.g.

S\$1,000.00	-	S\$50	=	S\$950.00	/	S\$1.000	=	950 Units
Gross investment amount		5% Preliminary Charge		Net investment amount		Notional issue price		Number of Units allotted

Investors should note that the actual issue price per Unit will vary daily in line with the net asset value of the Trust. The above example is purely hypothetical and is not a forecast or indication of any expectation of performance of the Trust.

11.5 Confirmation of Purchase

A confirmation note detailing the investment amount and the number of Units allocated to investors in the Trust will be sent within fourteen (14) Business Days from the date of issue of Units.

11.6 Cancellation of Units by Investors

First-time investors shall, subject to Clause 15A of the Deed and to the cancellation terms and conditions contained in the notice to cancel form, have the right to cancel their subscription of Units, without incurring the preliminary charge set out in paragraph 9 above, within seven (7) calendar days from the date of subscription of Units (or such longer period as may be agreed between the Managers and the Trustee or such other period as may be prescribed by the Authority) by providing notice in writing to the relevant approved agent or distributor through whom the Units were purchased. The cancellation proceeds payable in relation to the cancellation of a subscription of Units will be determined as the lower of the market value of the Units (the subscription of which is being cancelled) or the original subscription amount paid by the investor at the time of his subscription or purchase. Full details relating to the cancellation of Units may be found in the cancellation terms and conditions contained in the notice to cancel form.

Prospectus**12. Regular Savings Plan**

A regular savings plan is not made available to investors in Singapore by the Managers. The approved agents or distributors of the Trust may, at their own discretion, offer regular savings arrangements for the benefit of investors in Singapore. Information on such regular savings arrangements, such as the minimum periodic contribution, timing of the investment deduction and Unit allocation, may be obtained from such approved agents or distributors. The terms of such regular savings arrangements will provide that Holders may cease participation in such arrangements without suffering any penalty by providing not less than 30 days' notice in writing to the relevant approved agent or distributor.

13. Realisation of Units**13.1 Realisation Procedure**

Holders may realise their Units on any Dealing Day by submitting the relevant realisation request form to the relevant approved agent or distributor through whom the Units were purchased.

Units in respect of realisation forms received and accepted by the Principal Distributor by the dealing cut-off time on a Dealing Day shall be realised at that Dealing Day's realisation price calculated in accordance with the provisions of the Deed (as summarised in paragraph 13.3.3 below). Realisation requests received after the dealing cut-off time or on a day which is not a Dealing Day shall be treated as having been received on the next Dealing Day.

Holders should note that the Managers may, with the approval of the Trustee, limit the total number of Units which Holders may realise on any Dealing Day to 10% of the total number of Units then in issue. If so, requests for realisation of Units on that Dealing Day will be reduced rateably and be treated as if made in respect of each subsequent Dealing Day until all Units to which the original request related have been realised.

13.2 Minimum Holding and Minimum Realisation Amount

The minimum holding is 1,000 Units or such number of Units which would have been purchased for S\$1,000 at the time of initial subscription or such other number or amount as may from time to time be determined by the Managers upon giving prior notice to the Trustee and as permitted by the relevant authorities. The minimum realisation amount is 100 Units.

13.3 Dealing cut-off time and Pricing Basis

13.3.1 The Principal Distributor's dealing cut-off time in relation to each Dealing Day is 5 p.m. Singapore time on such Dealing Day. The Principal Distributor's approved agents or distributors may have their own dealing cut-off times that are earlier than the Principal Distributor's dealing cut-off time for the receipt of realisation requests from investors. Investors should confirm the applicable dealing cut-off time with the relevant approved agent or distributor.

13.3.2 As Units are realised on a forward pricing basis, the realisation price of Units is not ascertainable at the time of realisation.

13.3.3 The realisation price of a Unit on any Dealing Day is ascertained as follows:

- (i) by calculating the Value (calculated in accordance with the valuation principles set out in Clause 1(A) of the Deed and as set out in paragraph 20.6 of this Prospectus) as at the Valuation Point in respect of the Dealing Day on which the realisation request is received of the proportion of the deposited property of the Trust then represented by one Unit;
- (ii) by deducting such a sum as the Managers may consider represents the appropriate allowance for Fiscal and sale charges⁶; and
- (iii) by determining the resultant total up to four decimal places and rounding such figure to the nearest three decimal places (or such other number of decimal places as the Managers may from time to time decide).

Realisation proceeds shall be net of the prevailing realisation charge. The realisation charge, if any, shall be retained by the Managers and the amount of the aforesaid adjustment shall be credited to the Trust. Currently, no realisation charge is imposed on the realisation of Units.

13.4 Numerical example of realisation

The amount payable to Holders on a realisation, based on the realisation of 1,000 Units and a notional realisation price of S\$0.950 and assuming a 0% realisation charge, is calculated as follows:

e.g.

1,000 Units	X	S\$0.950	=	S\$950.00	-	S\$0.00	=	S\$950.00
Realisation request		Notional realisation price		Gross realisation proceeds		Realisation charge		Net realisation proceeds

Investors should note that the actual realisation price per Unit will vary daily in line with the net asset value of the Trust. The above example is purely hypothetical and is not a forecast or indication of any expectation of performance of the Trust.

⁶ "Fiscal and sale charges" means all stamp and other duties, taxes, governmental charges, brokerage, commissions, bank charges, transfer fees, registration fees and other duties and charges whether in connection with the constitution of the deposited property of the Trust or the increase of the deposited property of the Trust or the creation, issue, sale, exchange or purchase of Units or the sale or purchase of Authorised Investments or otherwise which may have become or may be payable in respect of or prior to or upon the occasion of the transaction or dealing in respect of which such duties and charges are payable but does not include commissions payable to agents on sales and repurchases of Units.

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13.5 Payment of realisation proceeds

For Units purchased with cash, realisation proceeds shall normally be paid by cheque usually within six (6) Business Days (or within such other period as may be permitted by the Authority) of receipt and acceptance of the realisation form by the Principal Distributor unless the realisation of Units has been suspended in accordance with paragraph 15.

For Units purchased with SRS monies, realisation proceeds shall be paid to the Holder's SRS operator bank usually within six (6) Business Days (or within such other period as may be permitted by the Authority) of receipt and acceptance of the realisation form by the Principal Distributor unless realisation of Units has been suspended in accordance with paragraph 15.

For Units purchased with CPF monies from a Holder's CPF Ordinary Account, realisation proceeds shall be paid to the Holder's CPF agent bank usually within six (6) Business Days (or within such other period as may be permitted by the Authority) of receipt and acceptance of the realisation form by the Principal Distributor unless the realisation of Units has been suspended in accordance with paragraph 15.

14. Obtaining Prices of Units

The indicative net asset value of the Units is published on each day on the Principal Distributor's website at <http://www.leggmason.com.sg>, The Business Times, Teletext and Bloomberg, and once a week in The Straits Times (only CPFIS included funds are listed). Investors should note that the frequency of the availability of the indicative net asset value of the Units on selected publications may change from time to time and is determined by the relevant publisher. The actual net asset value of the Units is normally published two (2) Business Days after the relevant Dealing Day. The issue and realisation prices of the Units will be calculated as described in paragraphs 11.3.2 and 13.3.3.

Investors should note that the Managers do not accept any responsibility for any errors on the part of the publisher in the prices published in the abovementioned publications or for any non-publication of prices by such publisher and shall incur no liability in respect of any action taken or loss suffered by investors in reliance upon such publications.

15. Suspension of Dealing

15.1 Subject to the provisions of the Code, the Managers may, after consultation with the Trustee, suspend the issue and/or realisation of Units during:

15.1.1 any period when the Recognised Stock Exchange on which any Authorised Investments forming part of deposited property of the Trust for the time being are listed or dealt in is closed (otherwise than for ordinary holidays) or during which dealings are restricted or suspended;

- 15.1.2** the existence of any state of affairs which, in the opinion of the Managers might seriously prejudice the interests of the Holders as a whole or of the deposited property of the Trust;
 - 15.1.3** any breakdown in the means of communication normally employed in determining the price of any of such Authorised Investments or the current price on that Recognised Stock Exchange or when for any reason the prices of any of such Authorised Investments cannot be promptly and accurately ascertained (including any period when the fair value of a material portion of the Authorised Investments cannot be determined);
 - 15.1.4** any period when remittance of money which will or may be involved in the realisation of such Authorised Investments or in the payment for such Authorised Investments cannot, in the opinion of the Managers, be carried out at normal rates of exchange;
 - 15.1.5** any 48-hour period (or such longer period as the Managers and the Trustee may agree) prior to the date of any meeting of Holders (or any adjourned meeting thereof);
 - 15.1.6** any period where the dealing in Units is suspended pursuant to any order or direction of the Authority;
 - 15.1.7** any period when the business operations of the Managers or the Trustee in relation to the operations of the Trust are substantially interrupted or closed as a result of or arising from pestilence, acts of war, terrorism, insurrection, revolution, civil unrest, riots, strikes or acts of God; or
 - 15.1.8** such circumstances as may be required under the provisions of the Code.
- 15.2** Subject to the provisions of the Code, the Trustee may also instruct the Managers to temporarily suspend the issue and realisation of Units during any period of consultation or adjustment of the issue and realisation price arising from the provisions of Clause 13(B)(v) and Clause 16(F)(ii) of the Deed respectively.
- 15.3** Such suspension shall take effect forthwith upon the declaration in writing thereof to the Trustee by the Managers or to the Managers by the Trustee (as the case may be) and, subject to the provisions of the Code, shall terminate on the day following the first Business Day on which the condition giving rise to the suspension shall have ceased to exist and no other conditions under which suspension is authorised under Clauses 13(G) and 16(F)(ii) of the Deed (as reproduced in this paragraph 15) shall exist upon the declaration in writing thereof by the Managers or the Trustee (as the case may be).

Prospectus**16. Performance of the Trust****16.1 Past performance of the Trust and benchmark as of 29 July 2011**

	One Year	Three Years	Five Years	Ten Years	Since Inception
	(average annual compounded return)				
Trust ¹	-5.39%	0.08%	1.73%	7.16%	4.98%
MSCI AC Asia ex Japan (S\$) ²	6.69%	4.09%	5.79%	9.77%	3.80%

Notes:

1. Source (performance calculation of the Trust): Lipper. Performance calculation of the Sub-Fund is based on NAV to NAV (single pricing basis taking into account Preliminary Charge and Realisation Charge) with net dividends reinvested, Singapore Dollars. Return presented for a period exceeding one year is on an average annual compounded basis.

Inception date of the Trust is 27 September 1995.

2. Source (performance calculation of the benchmark): Legg Mason. Performance calculation of the benchmark is based on NAV to NAV with net dividends re-invested, Singapore Dollars. The benchmark of the Trust has been changed to MSCI AC Asia ex Japan (S\$) with effect from 1 February 2010. Prior to that, the benchmark was MSCI AC Far East ex Japan (S\$). The reason for that change is because the MSCI AC Asia ex Japan (S\$) better reflected the investment universe of the Trust.

The past performance of the Trust is not necessarily indicative of its future performance.

16.2 Expense ratio

The expense ratio of the Trust (calculated in accordance with the guidelines issued by the Investment Management Association of Singapore on the disclosure of expense ratios and based on figures in the Trust's latest audited accounts) for the financial period ended 31 March 2011 is 1.66%. The following expenses (where applicable) are excluded from the calculation of the expense ratio:

- (a) brokerage and other transaction costs associated with the purchase and sales of investments (such as registrar charges and remittance fees);
- (b) interest expense;
- (c) foreign exchange gains and losses of the Trust, whether realised or unrealised;

- (d) front end loads, back end loads and other costs arising on the purchase or sale of a foreign unit trust or mutual fund;
- (e) tax deducted at source or arising on income received, including withholding tax; and
- (f) dividends and other distributions paid to Holders.

16.3 Turnover ratio

The turnover ratio is calculated based on the lesser of purchases or sales expressed as a percentage over the average net asset value of the assets of the Trust, i.e. average daily net asset value over the same period used for calculating the expense ratio. The turnover ratio for the one year period ended 31 March 2011 is 228.95%.

17. Soft Dollar Commissions/Arrangements

The Managers and, as the case may be, the Sub-Manager (and the reference to "Managers" in this paragraph 17 shall include reference to the Sub-Manager as applicable) currently receive and enter into soft-dollar commissions/arrangements in respect of the Trust. The Managers will comply with applicable regulatory and industry standards on soft-dollars. The soft-dollar commissions which the Managers receive include specific advice as to the advisability of dealing in, or the value of any investments, research and advisory services, economic and political analyses, portfolio analyses including valuation and performance measurements, market analyses, data and quotation services, computer hardware and software or any other information facilities to the extent that they are used to support the investment decision making process, the giving of advice, or the conduct of research or analysis, and custodial service in relation to the investments managed for clients.

Soft-dollar commissions received shall not include travel, accommodation, entertainment, general administrative goods and services, general office equipment or premises, membership fees, employees' salaries or direct money payment.

The Managers will not accept or enter into soft dollar commissions/arrangements unless such soft-dollar commissions/arrangements would, in the opinion of the Managers, assist the Managers in their management of the Trust, provided that the Managers shall ensure at all times that best execution is carried out for the transactions, and that no unnecessary trades are entered into in order to qualify for such soft-dollar commissions/arrangements.

18. Conflicts of Interest

18.1 The Managers and, as the case may be, the Sub-Manager (and the reference to "Managers" in this paragraph 18 shall include reference to the Sub-Manager as applicable) may from time to time have to deal with competing or conflicting interests of the Trust with other funds managed by the Managers. For example,

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the Managers may make a purchase or sale decision on behalf of some or all of the other funds managed by them without making the same decision on behalf of the Trust, as a decision whether or not to make the same investment or sale for the Trust depends on factors such as the cash availability and portfolio balance of the Trust. However, the Managers will use reasonable endeavours at all times to act fairly and in the interests of the Trust. In particular, after taking into account the availability of cash and relevant investment guidelines of the other funds managed by the Managers, the Managers will endeavour to ensure that securities bought and sold will be allocated proportionately as far as possible among the Trust and the other funds managed by the Managers.

- 18.2** The factors which the Managers will take into account when determining if there are any conflicts of interest as described in paragraph 18.1 above include the assets and, where applicable, the debt securities of the Trust. To the extent that another fund managed by the Managers intends to purchase substantially similar assets, the Managers will ensure that the assets are allocated fairly and proportionately and that the interests of all investors are treated equally between the Trust and the other funds.
- 18.3** The Managers may from time to time act as investment manager or investment adviser in relation to, or be otherwise involved in, other funds which have similar investment objectives to those of the Trust. It is, therefore, possible that they may, in the course of business, have potential conflicts of interests with the Trust. The Managers will, at all times, have regard in such event to their obligations to the Trust and will ensure that such conflicts are resolved fairly. In addition, the Managers and each of their affiliated entities will, at all times, have regard to their obligations to the Trust and shall ensure that in any transaction carried out with the Trust, any such transaction will be carried out as if effected on normal commercial terms negotiated at arm's length.
- 18.4** The Managers or the Trustee may own, hold, dispose or otherwise deal with Units as though they were not a party to the Deed. In the event of any conflict of interest arising as a result of that dealing, the Managers and the Trustee, following consultation, will resolve the conflict in a just and equitable manner as they deem fit.
- 18.5** Associates of the Trustee may be engaged to provide financial, banking or brokerage services to the Trust or buy, hold and deal in any investments, enter into any contracts or other arrangements with the Trustee and make profits from those activities. Such services, where provided, and such activities with the Trustee, where entered into, will be on an arm's length basis.

19. Reports

Financial year-end and distribution of reports and accounts

The financial year-end for the Trust is 31 March. The annual report, annual accounts and the auditor's report on the annual accounts will be prepared and sent or made available to the Holders within

3 months of the financial year-end (or such other period as may be permitted by the Authority). The semi-annual report and semi-annual accounts will be prepared and sent or made available to the Holders within 2 months of the financial half-year end (or such other period as may be permitted by the Authority).

20. Other Material Information

20.1 Information on Investments

At the end of each quarter, Holders will receive a statement showing the value of their investment, including any transactions during the quarter. However, if there is any transaction within a particular month, Holders will receive an additional statement at the end of that month.

20.2 Liabilities and Indemnities

The following is an extract from the Deed. For full information on such liabilities and indemnities, please refer to the Deed:

20.2.1 The Trustee and the Managers shall incur no liability in respect of any action taken or thing suffered by them in reliance upon any notice, resolution, direction, consent, certificate, affidavit, statement, certificate of stock, plan of reorganisation or other paper or document believed to be genuine and to have been passed, sealed or signed by the proper parties.

20.2.2 The Trustee and the Managers shall incur no liability to the Holders for doing or (as the case may be) failing to do any act or thing which by reason of any provision of any present or future law or regulation made pursuant thereto, or of any decree, order or judgment of any court, or by reason of any request, announcement or similar action (whether of binding legal effect or not) which may be taken or made by any person or body acting with or purporting to exercise the authority of any government (whether legally or otherwise) either they or any of them shall be directed or requested to do or perform or to forbear from doing or performing. If for any reason it becomes impossible or impracticable to carry out any of the provisions of the Deed neither the Trustee nor the Managers shall be under any liability therefor or thereby.

20.2.3 Neither the Trustee nor the Managers shall be responsible for any authenticity of any signature or of any seal affixed to any transfer or form of application, endorsement or other document (whether sent by mail, facsimile, electronic means or otherwise) affecting the title to or transmission of Units or be in any way liable for any forged or unauthorised signature on or any seal affixed to such endorsement, transfer or other document or for acting upon or giving effect to any such forged or unauthorised signature or seal. The Trustee and the Managers respectively shall nevertheless be entitled but

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not bound to require that the signature of any Holder to any document required to be signed by him under or in connection with the Deed shall be verified to its or their reasonable satisfaction.

- 20.2.4** Any indemnity expressly given to the Trustee or the Managers in the Deed is in addition to and without prejudice to any indemnity allowed by law; Provided Nevertheless That any provision of the Deed shall be void insofar as it would have the effect of exempting the Trustee or the Managers from or indemnifying them against any liability for breach of trust or any liability which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or trust of which they may be guilty in relation to their duties where they fail to show the degrees of diligence and care required of them having regard to the provisions of the Deed.

20.3 Distribution of Income and Capital

The investment objective of the Trust is long term capital appreciation. Distribution of income and capital will be at the Managers' sole discretion. As and when the Managers in their absolute discretion shall decide, the Managers may by notice in writing direct the Trustee to distribute all or part of the income and if the Managers deem fit all or part of the net capital gain realised on the sale of Authorised Investments in respect of each accounting period at such time and in accordance with such method of calculations as the Trustee and the Managers may agree having regard to the provisions of the Deed. In the event of a distribution being made, the Trustee shall distribute among the Holders of Units rateably in accordance with the number of Units held or deemed to be held by them respectively on the last preceding accounting date the amount to be distributed as determined in accordance with Clause 20(A) of the Deed in respect of the accounting period ending on such accounting date. In the event of a distribution being made, an appropriate amount shall be transferred out of the income account and if the Managers deem fit, out of the capital account, and paid into the distribution account to effect such distribution.

20.4 Investment Restrictions and Borrowing Limits

- 20.4.1** The Managers will ensure compliance with the CPF Investment Guidelines for CPFIS Included Funds issued by the CPF Board on 15 September 2003, as the same may be amended, restated, supplemented or replaced from time to time (the "**CPFIG**").
- 20.4.2** In addition, the Managers will ensure compliance with any investment and borrowing restrictions as set out in Appendix 1 of the Code, as the same may be amended, restated, supplemented or replaced from time to time (the "**Authorised Funds Investment Guidelines**").

20.5 Holder's Right to Vote

A meeting of Holders duly convened and held in accordance with the provisions of the Schedule to the Deed shall be competent by Extraordinary Resolution:

- 20.5.1** to sanction any modification, alteration or addition to the provisions of the Deed which shall be agreed by the Trustee and the Managers as provided in Clause 40 of the Deed;
- 20.5.2** to sanction a supplemental deed increasing the maximum permitted percentage of the management fee and/or remuneration of the Trustee as provided in Clause 26(B) of the Deed;
- 20.5.3** to terminate the Trust as provided in Clause 37(E) of the Deed;
- 20.5.4** to remove the Auditors as provided in Clause 33(D) of the Deed;
- 20.5.5** to remove the Trustee as provided in Clause 34(C)(iii) of the Deed;
- 20.5.6** to remove the Managers as provided in Clause 35(A)(iv) of the Deed;
- 20.5.7** to direct the Trustee to take any action (including the termination of the Trust) pursuant to Section 295 of the SFA; and
- 20.5.8** to sanction and approve any matter tabled to them by the Managers and/or the Trustee at any extraordinary general meeting of the Trust,

but shall not have any further or other powers.

20.6 Valuation

- 20.6.1** The Value, except where otherwise expressly stated in the Deed and subject always to the requirements of the Code, with reference to any Authorised Investment which are:
 - (i) Quoted Investments, shall be calculated, as the case may be, by reference to the price appearing to the Managers or other agent on behalf of the Managers to be the official closing price, the last known transacted price, the last transacted price, the last available price or quoted price on a Recognised Stock Exchange at the time of calculation for the Quoted Investment in question or at any time as may be approved by the Trustee; and

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- (ii) Unquoted Investments, shall be calculated by reference to the (a) last available price (if any); or (b) price of the relevant investment as quoted by a person, firm or institution making a market in that Investment, if any (and if there shall be more than one such market maker, then such market maker as the Manager may designate).

PROVIDED THAT, if the quotations referred to in paragraphs 20.6.1(i) and (ii) above are not available, or if the value of the Authorised Investment determined in the manner described in paragraphs 20.6.1(i) or (ii) above, in the opinion of the Managers, is not representative, then the value shall be such value as the Managers may with due care and in good faith consider in the circumstances to be fair value and is approved by the Trustee and the Managers shall notify the Holders of such change if required by the Trustee. For the purposes of this proviso, the "**fair value**" shall be determined by the Managers in consultation with a stockbroker or an approved valuer and with the approval of the Trustee in accordance with the Code.

20.6.2 In calculating the Value of the deposited property or any proportion thereof:

- (i) every Unit agreed to be issued by the Managers shall be deemed to be in issue and the deposited property shall be deemed to include not only cash or other assets in the hands of the Trustee but also the value of any cash, accrued interest on bonds or other assets to be received in respect of Units agreed to be issued after deducting therefrom or providing thereout the preliminary charge and (in the case of Units issued against the vesting of Authorised Investments) any moneys payable out of the deposited property of the Trust pursuant to Clause 12 of the Deed;
- (ii) where Authorised Investments have been agreed to be purchased or otherwise acquired or sold but such purchase, acquisition or sale has not been completed, such Authorised Investments shall be included or excluded and the gross purchase, acquisition or net sale consideration excluded or included as the case may require as if such purchase, acquisition or sale had been duly completed;
- (iii) where in consequence of any notice or request in writing given pursuant to Clause 15, 15A or 16 of the Deed a reduction of the Trust by the cancellation of Units is to be effected but such reduction has not been completed the Units in question shall not be deemed to be in issue and any amount payable in cash and the value of any Authorised Investments to be transferred out of the deposited property

after deducting therefrom or providing thereout the realisation charge (if any) in pursuance of such reduction shall be deducted from the Value of the deposited property of the Trust;

- (iv) there shall be deducted any amounts not provided for above which are payable out of the deposited property of the Trust including:
 - (a) any amount of management fee, the remuneration of the Trustee and any other expenses accrued but remaining unpaid;
 - (b) the amount of tax, if any, on net capital gains (including any provision made for unrealised capital gains) accrued up to the end of the last accounting period and remaining unpaid;
 - (c) the amount in respect of tax, if any, on net capital gains realised during a current accounting period prior to the valuation being made as in the estimate of the Managers will become payable; and
 - (d) the aggregate amount for the time being outstanding of any borrowings effected under Clause 19(C) of the Deed together with the amount of any interest and expenses thereon accrued pursuant to Clause 19(C)(v) of the Deed and remaining unpaid;
- (v) there shall be taken into account such sum as in the estimate of the Managers will fall to be paid or reclaimed in respect of taxation related to income up to the time of calculation of the Value of the deposited property;
- (vi) there shall be added the amount of any tax, if any, on capital gains estimated to be recoverable and not received;
- (vii) any Value (whether of an Authorised Investment or cash) otherwise than in Singapore Dollars and any non-Singapore Dollar borrowing shall be converted into Singapore Dollars at the rate (whether official or otherwise) which the Managers shall after consulting with or in accordance with a method approved by the Trustee deem appropriate to the circumstances having regard *inter alia* to any premium or discount which may be relevant and to the costs of exchange; and
- (viii) where the current price of an Authorised Investment is quoted "ex" dividend, interest or other payment but such dividend, interest or other

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payment has not been received the amount of such dividend, interest or other payment shall be taken into account.

20.7 Duration and Termination of the Trust

20.7.1 The Trust is of indeterminate duration. However, under the provisions of the Deed, the Trust may be terminated:

- (i) either by the Trustee or the Managers in their absolute discretion by not less than three months' notice in writing to the other given so as to expire at the end of the accounting period (as defined in the Deed) current at the end of the tenth year after the date of the Principal Deed or any year thereafter. Either the Trustee or the Managers shall be entitled by notice in writing as aforesaid to make the continuation of the Trust beyond any such date conditional on the revision to its or their satisfaction at least three months before the relevant date of its or their remuneration under the Deed. In the event that the Trust shall fall to be terminated or discontinued the Managers shall give notice thereof to all Holders not less than three months in advance;
- (ii) (subject to section 295 of the SFA) by the Trustee by notice in writing:
 - (a) if the Managers shall go into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee) or if a receiver is appointed over any of their assets or if a judicial manager is appointed in respect of the Managers or if any encumbrancer shall take possession of any of their assets or if they shall cease business;
 - (b) if any law shall be passed, any authorisation withdrawn or revoked or the Authority issues any direction which renders it illegal or in the opinion of the Trustee impracticable or inadvisable to continue the Trust; and
 - (c) if within the period of three months from the date of the Trustee expressing in writing to the Managers the desire to retire the Managers shall have failed to appoint a new trustee within the terms of Clause 34 of the Deed;
- (iii) by the Managers in their absolute discretion by notice in writing:
 - (a) if the average aggregate Value of the deposited property shall be less than

\$3,000,000 after the end of the fifth year after the date of the Principal Deed or any time thereafter; or

- (b) if any law shall be passed, any authorisation withdrawn or revoked or the Authority issues any direction which renders it illegal or in the opinion of the Managers impracticable or inadvisable to continue the Trust; and
- (iv) at any time after ten years from the date of the Principal Deed by Extraordinary Resolution of a meeting of the Holders duly convened and held in accordance with the provisions contained in the Schedule to the Deed and such termination shall take effect from the date on which the said Extraordinary Resolution is passed or such later date (if any) as the said Extraordinary Resolution may provide.

20.7.2 In relation to sub-paragraphs (ii) and (iii) above, the party terminating the Trust shall give notice thereof to the Holders fixing the date at which such termination is to take effect which date shall not be less than six months after the service of such notice and the Managers shall give written notice thereof to the Authority not less than seven days (or such other period as may be permitted by the Authority) before such termination.

20.8 Use of Financial Derivative Instruments

The global exposure of the Trust to financial derivatives or embedded financial derivatives shall not exceed 100% of the net asset value of the Trust at any time (or such other percentage as may be allowed under the Code). Such exposure will be calculated using the commitment approach as described in, and in accordance with the provisions of, the Code.

In the event the Trust nets its over-the-counter financial derivative positions, the Managers will obtain the legal opinions as stipulated in paragraph 5.15 of Appendix 1 of the Code (or as may otherwise be required under the Code) prior to any such netting.

The Managers and (as the case may be) the Sub-Manager have the necessary expertise to manage the risk relating to the use of derivative instruments and will ensure that the risk management and compliance procedures are adequate and has been or will be implemented.

21. Queries and Complaints

If you have questions concerning your investment in the Trust, you may contact the Managers, through the Principal Distributor, at telephone number (65) 6536 8000

Legg Mason Western Asset Asian Enterprise Trust Prospectus

Signed:

Alvin Lee Lip Sin
Director (Executive)

Signed:

Ronald Richard Dewhurst
Director

Signed:

Michael Barukh Zelouf
Director

LEGG MASON
GLOBAL ASSET MANAGEMENT

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