

LEGG MASON ASIAN ENTERPRISE TRUST

PROSPECTUS

Managed by

Legg Mason Asset Management Singapore Pte. Limited

This Prospectus dated 3 April 2017 is a replacement prospectus lodged pursuant to Section 298 of the Securities and Futures Act, Chapter 289 of Singapore, which replaces the previous prospectus for the Legg Mason Asian Enterprise Trust registered by the Monetary Authority of Singapore on 14 September 2016

LEGG MASON ASIAN ENTERPRISE TRUST

Directory

Managers

Legg Mason Asset Management Singapore Pte. Limited

(Company Registration Number: 200007942R)

Registered address: 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623

Business address: 1 George Street, #23-02, Singapore 049145

Directors of the Managers

Joseph Patrick LaRocque

Edward Stephen Squires Venner

Lim Hong Heng Lennie

Clement Lee Jia Yi

Trustee

HSBC Institutional Trust Services (Singapore) Limited

(Company Registration Number: 194900022R)

21, Collyer Quay, #13-02 HSBC Building, Singapore 049320

Custodian

The Hongkong and Shanghai Banking Corporation Limited

1 Queen's Road Central

Hong Kong

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 ASIAN ENTERPRISE TRUST

Important Information

The managers of the Legg Mason Asian Enterprise Trust (the “**Trust**”), Legg Mason Asset Management Singapore Pte. Limited (the “**Managers**”), 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**”).

You should consult the relevant provisions of the Deed and obtain independent professional advice if there is any doubt or ambiguity relating thereto.

You 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 you may encounter under the laws of your country of 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**”). You should be aware of and observe all such laws and regulations in any relevant jurisdiction that may apply to you.

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

For the purposes of this Prospectus, unless the context otherwise requires, references to a “**Holder**” are references to the person registered in the Trust’s register of Holders. In general, the Holder will usually be:

- (i) in the case of subscriptions using cash – the relevant approved agent or distributor or its nominee, who holds the Units on behalf of the investor; and
- (ii) in the case of subscriptions using SRS monies and CPF monies – the relevant investor.

For the purposes of this Prospectus, unless the context otherwise requires, references to an “**investor**” are references to a person applying for or investing in Units, whether through an approved agent or distributor or its nominee, or in his or her own name.

This Prospectus does not constitute an offer or solicitation for the purchase of Units to anyone in any jurisdiction in which an offer or solicitation is not authorised or to any person to whom it is unlawful to make an offer or solicitation, and may be used only in connection with this offering of Units by the Managers, or through the Principal Distributor or the approved agents or distributors for the Scheme.

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 US 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 US 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 in the US; and (viii) any partnership or corporation if: (a) organised or incorporated under the laws of any non-US jurisdiction and (b) formed by a US 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) under the Securities Act) 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 settlor 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.

You may realise all or part of your 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. You 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. You should read the Deed for further details and for further information that is not contained in this Prospectus.

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

You should direct all your enquiries in relation to the Trust to the Managers or any agent or distributor appointed by the Principal Distributor.

LEGG MASON ASIAN ENTERPRISE TRUST

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LEGG MASON 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 the Registered Prospectus (as defined in paragraph 1.2 below) has been lodged with and registered by the Monetary Authority of Singapore (the “Authority”) and a copy of this Prospectus has been lodged with the Authority. The Authority assumes no responsibility for the contents of this Prospectus. The registration of the Registered Prospectus by the Authority and lodgement of this Prospectus with 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 the Legg Mason Asian Enterprise Trust (formerly known as 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 Asian Enterprise Trust

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

1.2 Date of Registration and Expiry Date of Prospectus

This Prospectus is a replacement prospectus lodged with the Authority on 3 April 2017. This Prospectus replaces the prospectus for the Trust that was registered with the Authority on 14 September 2016 (the “Registered Prospectus”). This Prospectus shall be valid for 12 months after the date of registration of the Registered Prospectus (i.e., up to and including 13 September 2017) and shall expire on 14 September 2017.

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, as the retired managers (the “First Retired Managers”), and HSBC Institutional Trust Services (Singapore) Limited, as the trustee (the “Trustee”).

1.3.2 As at the date of this Prospectus, 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 First Retired Managers and the Trustee, a Supplemental Deed dated 5 January 2004 entered into amongst the First 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 Management Singapore Pte. Limited (formerly known as Legg Mason International Equities (Singapore) Pte. Limited) (the “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 Managers and the Trustee and a Supplemental Deed of Appointment and Retirement of Managers dated 23 March 2011 entered into amongst the Managers, Western Asset Management Company Pte. Ltd. (the “**Retired Managers**”), an ultimately wholly-owned subsidiary of Legg Mason, Inc., and the Trustee (the “**Supplemental Deed of Appointment and Retirement of Managers**”), a Seventh Amending and Restating Deed dated 30 September 2011 and an Eighth Amending and Restating Deed dated 26 September 2014 entered into between the Retired Managers and the Trustee and a Ninth Amending and Restating Deed of Appointment and Retirement of Managers dated 3 April 2017 entered into amongst the Retired Managers, 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, the Seventh Amending and Restating Deed, the Eighth Amending and Restating Deed and the Ninth Amending and Restating Deed of Appointment and Retirement of Managers is referred to in this Prospectus as the “**Deed**”. The Deed may be further amended from time to time.

- 1.3.3** The terms and conditions of the Deed shall be binding on each Holder 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** You may inspect a copy of the latest Deed at the business office of the Principal Distributor at 1 George Street, #23-02, Singapore 049145 during normal business hours. You can request for a copy of the latest Deed at a charge of S\$50 per copy of each document.
- 1.3.5** Where available, you may obtain 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 from the Principal Distributor upon request.

2. The Managers and the Sub-Manager

2.1 The Managers

The Managers of the Trust are Legg Mason Asset Management Singapore Pte. Limited, whose registered office is at 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623. The Managers are regulated by the Authority.

The Managers are an ultimately wholly-owned subsidiary of Legg Mason, Inc. (“**Legg Mason**”), a US 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 28 February 2017, Legg Mason was responsible for approximately US\$722.9 billion of assets

under management invested in a broad range of financial instruments including global equities, fixed interest securities, and currencies. Legg Mason is committed to helping clients reach their financial goals through long-term, actively managed investment strategies.

The Managers have been managing collective investment schemes in Singapore since 2003. As at 28 February 2017, the Managers have approximately S\$3.8 billion of assets under its management.

2.2 Directors and Key Executives of the Managers

Directors

Joseph Patrick LaRocque

Joseph Patrick LaRocque is Managing Director, Affiliate Strategic Initiatives at Legg Mason, which he joined in 2001. He also serves as a director of a number of Legg Mason's international entities and non-US mutual funds. He is a certified public accountant and from 1991 to 2001 was employed by PricewaterhouseCoopers in several capacities, most recently as a senior manager in their global financial services practice.

Mr. LaRocque holds a BS and MBA in Business Administration and Management from Southern New Hampshire University.

Edward Stephen Squires Venner

Mr. Venner is Managing Director, Global Distribution of Legg Mason UK and also a member of the Legg Mason Global Distribution ("LMGD") leadership team. Mr. Venner joined Legg Mason in June 2006 as European Head of Tax and became International Chief Financial Officer in February 2008 and Head of LMGD Finance in 2013. Prior to joining Legg Mason, Mr. Venner trained as a Chartered Accountant with Ernst & Young in their London Asset Management Practice.

Mr. Venner holds a Bachelor of Arts (with honours) in Economics from Trevelyan College, University of Durham. Mr. Venner was also conferred a membership (ACA) of the Institute of Chartered Accounts of England & Wales ("ICAEW") in 1998 and was subsequently a fellowship (FCA) of ICAEW in 2011.

Lim Hong Heng Lennie

Lennie Lim is the Regional Head for Asia (excluding Japan), which involves leadership for Legg Mason offices (excluding affiliates) within the region. He is also the Head of Legg Mason's Asia Distribution which covers all activities related to being the principal distributor of Legg Mason mutual funds throughout Asia. Mr. Lim is also the Chief Executive Officer for the Legg Mason's Singapore office and Chairman of the Taiwan office.

Prior to joining the Managers in 2007, Mr. Lim was Chief Executive Officer of ABN AMRO Asset Management Singapore where he held appointments as Regional Head of Private Clients and Institutional Sales.

Mr. Lim is a Chartered Financial Analyst with the CFA Institute and has over 25 years experience in helping central banks, government institutions, pension funds, insurance companies, corporates, private and retail banks, charities, family offices and high networth individuals with their investment needs.

Mr. Lim graduated with a Bachelor of Commerce, from University of Calgary, Canada.

Clement Lee Jia Yi

Clement Lee is responsible for managing retail and private bank relationships across Singapore and Southeast Asia. Prior to joining the Managers, he spent over 3 years as a Vice President, Fund Sales with J.P. Morgan Asset Management. He was also a Senior Manager with Fidelity International where he was responsible for managing wholesale business relationships.

Mr. Lee graduated with a Bachelor of Science (Honors) majoring in Economics & Finance, from the University of Bristol, United Kingdom.

Key Executives

Jeremy Tan Yeow Wee – Head of Products, Asia (ex-Japan)

Jeremy Tan is Head of Product for Asia (ex-Japan) and is responsible for product development and product management of the Managers' investment product ranges. He also serves as Chairman of the Asia Investment Risk Committee, which is responsible for oversight on the Managers' range of Singapore domiciled unit trusts in respect of performance, product development, compliance and operations.

Prior to joining the Managers in December 2015, Mr. Tan served in several roles with Citi Private Bank, including as Director, Global Head of Product Management for Traditional Investments, Head of South Asia Investment Advisory Services and Senior Product Manager, Alternative Investments.

Mr. Tan graduated with a Bachelor in Business Administration from the University of Canberra.

2.3 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 the Managers. The Sub-Manager is regulated by the Authority. 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.

The Managers have delegated their accounting and valuation function in respect of the Trust to the Administrator whose details are set out in paragraph 3 below.

3. The Trustee, the Administrator, the Custodian and the Registrar

The Trustee of the Trust is HSBC Institutional Trust Services (Singapore) Limited whose registered address is at 21, Collyer Quay, #13-02 HSBC Building, Singapore 049320. The Trustee is regulated in Singapore by the Authority.

The custodian for the Trust is The Hongkong and Shanghai Banking Corporation Limited (the "**Custodian**") whose registered office is at 1 Queen's Road Central, Hong Kong. The Custodian is regulated by the Hong Kong Monetary Authority and the Securities and Futures Commission of Hong Kong.

The Trustee has appointed the Custodian as the global custodian to provide custodial services to the Trust globally. The Custodian is entitled to appoint sub-custodians to perform any of the Custodian's duties in specific jurisdictions where the Trust invests.

The Custodian is a global custodian with direct market access in certain jurisdictions. In respect of markets for which it uses the services of selected sub-custodians, the Custodian shall act in good faith and use reasonable care in the selection and monitoring of its selected sub-custodians.

The criteria upon which a sub-custodian is appointed is pursuant to all relevant governing laws and regulations and subject to satisfying all requirements of the Custodian in its capacity as global custodian. Such criteria may be subject to change from time to time and may include factors such as the financial strength, reputation in the market, systems capability, operational and technical expertise. All sub-custodians appointed shall be licensed and regulated under applicable law to carry out the relevant financial activities in the relevant jurisdiction.

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 if there is 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.

The administrator of the Trust is HSBC Institutional Trust Services (Singapore) Limited (the "**Administrator**"), whose registered office is at 21 Collyer Quay, #13-02 HSBC Building, Singapore 049320.

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 also act as the principal distributor for the Trust (in this capacity, referred to as the "**Principal Distributor**").

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 offshore domiciled mutual fund ranges.

6. Structure of the Trust and Classes of Units

- 6.1** The Trust is a stand-alone open-ended unit trust and has no fixed duration.
- 6.2** Within the Trust, Classes of Units may be established by the Managers from time to time. Where a new Class of Units is established, the Managers may at their discretion re-designate any existing Class of Units as long as there is no prejudice to existing Holders of such Class.
- 6.3** A Class designated with an “A” in its name (“**Class A**”) is intended for retail investors. A Class designated with an “I” in its name (“**Class I**”) is a restricted Class and will only be offered to certain investors at the discretion of the Managers. These Classes also differ in terms of the fees and charges payable in respect of the Class, their minimum initial subscription and minimum subsequent subscription amount and their minimum holding and minimum realisation amounts. Please refer to paragraphs 9, 11.2 and 13.2 below for further details.
- 6.4** A Class will be designated as a distributing Class or an accumulating Class. It is intended that, in the normal course of business, accumulating Classes will not make any distributions and any net income or capital gains attributable to such accumulating Class will be accumulated in the net asset value attributable to that Class whereas distributing Classes may distribute income, net capital gains or capital as the Managers deem fit on an annual basis or otherwise at such frequencies as may be indicated by a letter designation in the name of the Class ((M) for monthly distributions, (Q) for quarterly distributions or (S) for semi-annual distributions). Distributions out of capital made by a Class will result in the erosion of capital for investors in that Class. Distributions made by a Class will lower the net asset value per Unit of that Class. Please refer to paragraph 20.3 for further details.

A Class may also be designated in currencies other than in Singapore Dollars, the base currency of the Trust. The currency designation of a Class is indicated in the name of the Class. Where a Class is designated in a currency other than in Singapore Dollars, the Managers will not employ any technique to hedge the Class’s exposure to changes in exchange rates between Singapore Dollars and the currency of the Class.

- 6.5** As at the date of this Prospectus, the Trust offers the following Classes of Units:

6.5.1 Class A (SGD) Accumulating; and

6.5.2 Class A (USD) Accumulating*.

*This Class has not been launched as at the date of this Prospectus. You may wish to check with the Principal Distributor or an agent or distributor appointed by the Principal Distributor for the Trust on the future availability of this Class.

The Managers may in their discretion offer other Classes of Units for subscription. You may therefore wish to contact the Principal Distributor or an agent or distributor appointed by the Principal Distributor for the Trust to check if there is an updated list of available Classes of Units for the Trust.

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, yet persistently inefficient and volatile, offering long-term investors the opportunity to exploit such inefficiencies. The Sub-Manager's strategy uses a systematic, thematic approach in information gathering and analyses to capture periodic market mispricing 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 mispricing 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 on Collective Investment Schemes issued by the Authority (as may be amended from time to time) (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 financial derivatives (except for transferable securities embedding a financial derivative) in respect of the Trust although they are permitted to do so.

The Managers and (as the case may be) the Sub-Manager currently do not intend to engage in securities lending and/or carry out repurchase transactions. However, should the Managers and (as the case may be) the Sub-Manager decide to engage in securities lending or repurchase transactions for the Trust, they shall comply with all applicable laws and regulations relating to securities lending and repurchase transactions.

You 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;

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.

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.

- 7.3.6** 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.
- 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 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.

As at the date of this Prospectus, only Class A (SGD) Accumulating Units may be purchased with CPF monies. You may wish to contact the Principal Distributor or an agent or distributor appointed by the Principal Distributor for the Trust to check if there are other available Classes of Units for the Trust which may be purchased with CPF monies.

The CPF interest rate for the Ordinary Account (OA) is based on the weightage of 80% of the average 12-month fixed deposit and 20% of the average savings rates published by the major local banks. Under the Central Provident Fund Act, Chapter 36 of Singapore (the “**CPF Act**”), the CPF Board pays a minimum interest of 2.5% per annum when this interest formula yields a lower rate.

Savings in the Special Account and Medisave Account (SMA) are invested in Special Singapore Government Securities (SSGS) which earn an interest rate pegged to either the 12-month average yield of 10-year Singapore Government Securities (10YSGS) plus 1%, or 4% whichever is the higher, adjusted quarterly.

New Retirement Account (RA) savings are invested in SSGS which earns a fixed coupon equal to either the 12-month average yield of the 10YSGS plus 1% at the point of issuance, or 4%, whichever is the higher. The interest credited to the RA is based on the weighted average interest rate of the entire portfolio of these SSGS invested using new and existing RA savings and is computed yearly in January.

As announced in September 2016, the Government will maintain the 4% p.a. minimum rate for interest earned on all SMA and RA monies until 31 December 2017. Thereafter, interest rates on all CPF account monies will be subject to a minimum rate of 2.5% p.a. (unless the Government extends the 4% floor rate for interest earned on all SMA and RA monies).

The first \$60,000 of your combined CPF accounts earns an extra 1% interest. To enable members to earn extra interest, only monies in excess of \$20,000 in your Ordinary Account and \$40,000 in your Special Account can be invested.

In addition, CPF members aged 55 and above will also earn an additional 1% extra interest on the first S\$30,000 of their combined CPF balances (with up to S\$20,000 from the OA).

You 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, amongst other things, the regulations and such directions or requirements imposed by the CPF Board from time to time.

9. Fees and Charges

Legg Mason Asian Enterprise Trust

Charges and Fees Payable by You if You Invest in the Trust	
Preliminary charge	<p>All Class A: Currently 5% (in respect of subscriptions using cash and SRS monies) and 3% (in respect of subscriptions using CPF monies). Maximum 5%.</p> <p>All Class I: Currently nil.</p>
Realisation charge	All Classes: Currently nil. Maximum 2%.

Fees Payable by Trust to Managers and Trustee (expressed as a percentage of the Value of the Deposited Property)	
Annual management fee*	<p>All Class A: Currently 1.5% p.a.. Maximum 1.5% p.a.</p> <p>All Class I: Currently nil. Maximum 1.5% p.a.</p>
Annual trustee fee	Currently 0.09% p.a. on 1 st S\$10 million. 0.065% 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.
Other fees and charges	Transaction cost accounted for 0.77% of the average net asset value of the Trust for the financial year ended 31 March 2016 [#] .

*expressed as a percentage of the Value of the proportion of the Deposited Property attributable to the relevant Class if the Trust has more than one Class.

[#]Transaction cost may vary for each financial year, depending on the number of transactions carried out and placed in relation to the Trust as well as the cost for each transaction.

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 agents and distributors. Agents or distributors appointed by the Principal Distributor (the "**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. You should also note that approved agents or distributors through whom you subscribe for Units may (depending on the specific nature of services provided) impose other fees and charges that are not disclosed in this Prospectus. You should therefore check with such agents and distributors as to whether any additional fees and charges are imposed. As required by 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

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

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

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

10.1.4 Cyber Security Risks. With the increased use of technologies such as the internet and other electronic media and technology to conduct business, the Managers, the Trust and the Trust's service providers and their respective operations are susceptible to operational, information security and related risks including cyber security attacks or incidents. In general, cyber incidents can result from deliberate attacks or unintentional events. Cyber attacks include, but are not limited to, gaining unauthorised access to digital systems, networks or devices (e.g., through "hacking" or malicious software coding) for purposes of misappropriating assets or sensitive information, corrupting data, or causing operational disruption. Cyber attacks may also be carried out in a manner that does not require gaining unauthorised access, such as causing denial-of-service attacks on websites (i.e., efforts to make network services unavailable to intended users). In addition to intentional cyber-events, unintentional cyber-events can occur, such as, for example, the inadvertent release of confidential information.

By affecting (a) the Managers, (b) the Trust and/or the Trust's service providers and (c) the issuers of securities in which the Trust invests, cyber security failures or breaches have the ability to cause disruptions and impact business operations, potentially resulting in:

- (i) financial losses, shutting down, disabling, slowing or otherwise disrupting operations, business process or website access functionality;
- (ii) interference with the Trust's ability to calculate its net asset value;
- (iii) impediments to trading;
- (iv) the inability of the Trust's Holders to transact business;
- (v) violations of applicable privacy and other laws;
- (vi) regulatory fines, penalties, reputational damage;
- (vii) reimbursement or other compensation costs or additional compliance costs; and
- (viii) the loss of propriety information and data corruption.

Among other potentially harmful effects, cyber-events also may result in theft, unauthorised monitoring and failures in the physical infrastructure or operating systems that support the Managers and the Trust's service providers. Similar adverse consequences could result from cyber security attacks, failures or breaches affecting issuers of securities in which the Trust invests, counterparties with which the Trust engages in transactions, governmental and other regulatory authorities, exchange and other financial market operators, banks, brokers, dealers, insurance companies and other financial institutions (including financial intermediaries and service providers for the Trust's Holders) and other parties. In addition, substantial costs may be incurred in order to try to prevent any cyber incidents in the future.

10.2 Specific risks

You should consider and satisfy yourself 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 you should consider:

- 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. In addition, a Class may be designated in currencies other than in Singapore Dollars. Where a Class is designated in a currency other than in Singapore Dollars, the Managers or (as the case may be) the Sub-Manager will not employ any technique to hedge the Class's exposure to changes in exchange rates between Singapore Dollars and the currency of the Class. Investors whose reference currency is Singapore Dollars may therefore be exposed to this exchange rate risk.
- 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.
- 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 rise or decline in value if interest rates change. In general, the price of debt securities rises when interest rates fall, and falls 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, you should note that the Sub-Manager was incorporated on 20 July 2010. Therefore the Sub-Manager only has available a short track record in managing collective investment schemes upon which you 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. Financial 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 financial derivatives by professional investment managers can be beneficial, financial 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 financial derivatives are market risks, management risks, credit risks, liquidity risks and leverage risks. The value of financial 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 financial derivatives may not be recoverable. Investments in financial 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 20.9 for further information on the use of financial derivatives.

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

11. Subscription of Units

11.1 Subscription procedure

You may apply for Units through 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.

You may pay for Units either with cash, Supplementary Retirement Scheme ("SRS") monies or CPF monies from your CPF Ordinary Account. You may pay with SRS monies by instructing the relevant SRS operator to withdraw from your SRS account monies in respect of the Units applied for.

You may use CPF monies from your CPF Ordinary Account to purchase Units by indicating so on the application form and providing instructions or authorisation on that application form to the CPF Board to withdraw from your CPF Ordinary Account for credit to your 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.

In general, where your application to purchase Units is made and accepted, Units are issued:

- (i) if you subscribe 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 your behalf; and
- (ii) if you subscribe using monies from your CPF Ordinary Account or SRS Account – in your name.

11.2 Minimum initial subscription amount and minimum subsequent subscription amount

The minimum initial subscription amount and the minimum subsequent subscription amount are as follows:

	Minimum Initial Subscription Amount	Minimum Subsequent Subscription Amount
All Class A	1,000 in the currency designation of the relevant Class*	100 in the currency designation of the relevant Class*
All Class I	1,000,000 in the currency designation of the relevant Class*	100,000 in the currency designation of the relevant Class*

*unless otherwise determined by the Managers.

Some approved agents or distributors may have different minimum requirements. You should confirm with the relevant approved agent or distributor the applicable minimum requirements imposed by such approved agent or distributor in respect of the Trust.

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, you pay a fixed amount of money e.g., S\$1,000, which will buy you 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. You should confirm the applicable dealing cut-off time with the relevant approved agent or distributor.

11.3.2 The issue price of a Unit of a Class 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 in this Prospectus) of the proportion of the Deposited Property representing one Unit of the relevant Class as at the Valuation Point⁴ either in respect of the first Dealing Day preceding the date of issue of such Unit or in respect of the Dealing Day on which such issue occurs, as the Managers may determine after consultation with the Trustee;
- (ii) by adding thereto such sum as the Managers may consider represents the appropriate provision for Fiscal and purchase charges⁵; and
- (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.

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.

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:

$$\text{e.g. S\$1,000.00} - \text{S\$50} = \text{S\$950.00} / \text{S\$1.000} = 950 \text{ Units}$$

Gross investment amount	5% Preliminary Charge	Net investment amount	Notional issue price	Number of Units allotted
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You should note that the actual issue price per Unit will vary daily in line with the net asset value of the relevant Class. 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 you will be sent within fourteen (14) Business Days from the date of issue of Units.

11.6 Cancellation of Units

If you are a first-time investor, you 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 your 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 you purchased your Units. 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 which you paid at the time of your subscription or purchase. The Principal Distributor shall be entitled to deduct an administrative fee of up to S\$10 from the cancellation proceeds to be paid to you for expenses reasonably related to the original purchase and cancellation request. Full details relating to the cancellation of Units may be found in the cancellation terms and conditions contained in the notice to cancel form.

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

You may realise your Units on any Dealing Day by submitting the relevant realisation request form to the relevant approved agent or distributor through whom you purchased your Units.

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.

You 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 and the minimum realisation amount are as follows:

	Minimum Holding	Minimum Realisation Amount
All Class A	1,000 Units or such number of Units which would have been purchased for 1,000 in the currency designation of the relevant Class at the time of initial subscription*	100 Units*
All Class I	1,000,000 Units or such number of Units which would have been purchased for 1,000,000 in the currency designation of the relevant Class at the time of initial subscription*	100,000 Units*

*or such other number or amount as may from time to time be determined by the Managers.

Some approved agents or distributors may have different minimum requirements. You should confirm with the relevant approved agent or distributor the applicable minimum requirements imposed by such approved agent or distributor in respect of the Trust.

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. You 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 of the relevant Class 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) of the proportion of the Deposited Property representing one Unit of the relevant Class as at the Valuation Point either in respect of the first Dealing Day preceding the date of the receipt of the realisation request or in respect of the Dealing Day on which the realisation request is received, as the Managers may determine after consultation with the Trustee;
- (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.

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.

13.4 Numerical example of realisation

The amount payable on a realisation, based on the realisation of 1,000 Units and a notional realisation price of S\$1.100 and assuming a 0% realisation charge, is calculated as follows:

e.g. 1,000 Units	X	S\$1.100	=	S\$1100.00
Realisation request		Notional realisation price		Gross realisation proceeds
S\$1100.00	-	S\$0.00	=	S\$1100.00
Gross realisation proceeds		Realisation charge		Net realisation proceeds

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

13.5 Payment of realisation proceeds

If you had purchased your Units with cash, realisation proceeds shall normally be paid 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.

If you had purchased your Units with SRS monies, realisation proceeds shall be paid to your SRS operator 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.

If you had purchased your Units with CPF monies from your CPF Ordinary Account, realisation proceeds shall be paid to your 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 Managers' website at www.leggmason.com.sg. 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.

You 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 or late publication of prices by such

publisher and shall incur no liability in respect of any action taken or loss suffered by any person 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).

16. Performance of the Trust

16.1 Past performance of the Trust and benchmark (as of 30 June 2016)

	One Year	Three Years (average annual compounded return)	Five Years (average annual compounded return)	Ten Years (average annual compounded return)	Since Inception (average annual compounded return)
Class A (SGD) Accumulating ¹	-23.99%	-3.88%	-3.75%	-0.54%	3.00%
MSCI AC Asia ex Japan (S\$) ²	-11.76%	4.41%	2.20%	4.04%	3.47%

Notes:

1. Source (performance calculation of the Trust): Legg Mason. Performance calculation 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 and the Class A (SGD) Accumulating 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 reinvested, 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.
3. Classes which have not been incepted or which have been incepted for less than one year as at the date of this Prospectus are not included in the above table as a track record of at least one year is not available in respect of such Classes.

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

16.2 Expense ratio

The expense ratio of the Class A (SGD) Accumulating for the financial period ended 31 March 2016 is 1.67%. No other Classes were incepted as at 31 March 2016.

The expense ratio is 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. 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 2016 is 101.74%.

17. Soft Dollar Commissions/Arrangements

The Managers currently do not but shall be entitled to receive and enter into soft-dollar commissions/arrangements in respect of the Trust.

The Sub-Manager currently receives and enters into soft-dollar commissions/arrangements in respect of the Trust. The Managers and Sub-Manager will comply with applicable regulatory and industry standards on soft-dollars. The soft-dollar commissions which the Sub-Manager receives and which the Managers may 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 and the Sub-Manager will not accept or enter into soft dollar commissions/arrangements unless such soft-dollar commissions/arrangements would, in the opinion of the Managers or the Sub-Manager (as the case may be), assist it in its management of the Trust, provided that it 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, 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 in an equitable and practical manner 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 equitably 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, such transaction will be carried out as if effected on normal commercial terms negotiated at arm’s length.
- 18.4** The Managers or their related entities or the Trustee may own, hold, dispose or otherwise deal with Units as though they were not a party to the Deed. If there is 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 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 Distributions

Distributions of income, net capital gains and capital will be at the Managers' sole discretion. Distributions out of income, net capital gains and/or capital (if any) will lower the net asset value of the Trust.

It is intended that, in the normal course of business, accumulating Classes will not make any distributions whereas distributing Classes may distribute income, net capital gains or capital as the Managers deem fit.

Distributions in respect of a distributing Class will generally be declared at the following frequencies:

Distributing Class letter designation	Frequency of distribution declaration
(M)	Monthly
(Q)	Quarterly (generally in March, June, September, December)
(S)	Semi-Annually (generally in March, September)

Where there is no letter designation in the name of the distributing Class, distributions for such Class will be declared on an annual basis (generally in March).

Distributions are at the discretion of the Managers and there is no guarantee that any distribution will be made and if distributions are made, such distributions are not in any way a forecast, indication or projection of the future or likely performance/distribution of the Trust. The making of any distribution shall not be taken to imply that further distributions will be made.

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 “**CPFIF**”).

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
 - (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 Managers 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 (which shall be deducted in accordance with the provision below in this paragraph 20.6 if the Trust has more than one Class and the management fee differs between the Classes), 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 except where such Value is in relation to a Class that is not denominated in Singapore Dollars, such Value (whether of an Authorised Investment or cash) otherwise than in the currency of the Class and any borrowings otherwise than in the currency of the Class may be converted into the currency of the Class 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 payment has not been received the amount of such dividend, interest or other payment shall be taken into account,

the Managers may, subject to the prior approval of the Trustee, change the method of valuation as provided in this paragraph and the Trustee shall determine if the Holders should be informed of such change. In the case where the Trust has more than one Class, the Value of the proportion of the relevant Deposited Property attributable to each Class shall be calculated by apportioning the Value of the relevant Deposited Property (obtained in accordance with the provisions above provided that no deduction or addition shall be made in respect of expenses, charges or other amounts which are not common to all the Classes) between the Classes and then deducting from or adding to the value of the proportion of the Deposited Property for each Class any expense, charge or other amount attributable to such Class (including, but not limited to, the management fee if it differs between Classes within the Trust). For the avoidance of doubt, where any expense, charge or amount payable out of or payable into the Deposited Property pursuant to the Deed is attributable only to a particular Class within the Trust, such amount shall only be deducted from or added to the value of the Deposited Property which is attributable to that Class and shall not affect the calculation of the Value of the Deposited Property attributable to other Classes within the Trust.

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 S\$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 Termination of Class

20.8.1 Each Class is of indeterminate duration and may be terminated as provided in Clause 37A of the Deed.

20.8.2 The Managers may in their absolute discretion terminate a Class by not less than one month's notice to the Trustee. In the event a Class is to be terminated in the manner provided in this paragraph, the Managers shall give notice thereof in writing to the Holders of that Class not less than one month in advance of such termination.

20.8.3 A Class may be terminated by the Trustee if any law is passed or any direction is given by the Authority which renders it illegal or in the opinion of the Trustee impracticable or inadvisable to continue that Class or if any approval or authorisation of that Class is revoked or withdrawn. The decision of the Trustee in such event shall be final and binding upon the Managers and the Holders but the Trustee shall be under no liability on account of any failure to terminate a Class pursuant to Clause 37A(C) of the Deed or otherwise.

20.8.4 A Class may be terminated by the Managers:

- (i) if the Units of that Class in issue fall below a number to be determined by the Managers;
- (ii) if the Managers are of the view that it is not in the best interest of Holders of Units in that Class to continue the Class; or
- (iii) if any law is passed or any direction given by the Authority which renders it illegal or in the opinion of the Managers impracticable or inadvisable to continue that Class or if any approval or authorisation of that Class is revoked or withdrawn.

The decision of the Managers in any of the events specified in Clause 37A(D) of the Deed shall be final and binding upon the Trustee and the Holders but the Managers shall be under no liability on account of any failure to terminate a Class pursuant to Clause 37A(D) of the Deed or otherwise.

20.8.5 The party terminating the Class in accordance with this paragraph shall give notice in writing of such termination to the Holders of that Class and by such notice fix the date at which such termination is to take effect, which date shall not be less than one month after the giving of such notice (or such other earlier date as may be necessary to comply with any law or direction given by the Authority).

20.8.6 A Class may at any time be terminated by Extraordinary Resolution of a meeting of the Holders of that Class duly convened and held in accordance with the provisions contained in the Deed and such termination shall take effect on the date on which the said Extraordinary Resolution is passed or on such later date (if any) as the said Extraordinary Resolution may provide.

20.9 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.

If 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 financial derivative instruments and will ensure that the risk management and compliance procedures are adequate and have been or will be implemented.

20.10 US Foreign Account Tax Compliance Act (“FATCA”)

FATCA was enacted in the US in 2010. It introduces a number of new customer identification, reporting and tax withholding requirements applicable to foreign (*i.e.*, non-US) financial institutions (“**FFIs**”) that are aimed at preventing citizens and residents of the US from evading US taxes by holding their assets in financial accounts outside of the US with such FFIs. The term “FFI” is defined very broadly and therefore the Trust is considered a FFI.

The following is a general discussion of the application of FATCA to the Trust, as well as existing and prospective investors or Holders of the Trust. It is included for general informational purposes only, should not be relied upon as tax advice and may not be applicable depending upon your particular situation. You should consult your tax advisor regarding the tax consequences to you of the purchase, ownership and disposition of the Units of the Trust, including the tax consequences under US federal laws (and any proposed changes in applicable law).

FFI AGREEMENTS AND FATCA WITHHOLDING

FATCA generally requires FFIs to enter into agreements (“**FFI Agreements**”) with the US Internal Revenue Service (“**IRS**”), under which they agree to identify and report information to the IRS on any US reportable accounts held by them. The IRS assigns a global intermediary identification number to each FFI that has entered into an FFI Agreement, which confirms the FFI’s status as a “Participating FFI”. If an FFI fails to enter into an FFI Agreement and is not otherwise exempt, it will be treated as a nonparticipating FFI and may become subject to a 30 per cent withholding tax on “withholdable payments” or “passthru payments” (as defined in FATCA) it receives (collectively “**FATCA Withholding**”), unless the FFI complies with FATCA under other permissible alternatives.

APPLICATION OF FATCA TO THE TRUST AND INVESTORS

Singapore and the US signed a FATCA Model 1 Intergovernmental Agreement (the “**Model 1 IGA**”) on 9 December 2014 and the Model 1 IGA entered into force on 18 March 2015.

Under the Model 1 IGA, Singapore-based financial institutions will have to comply with the relevant FATCA provisions in the Income Tax Act (Cap.134) and the regulations in the Income Tax (International Tax Compliance Agreements)(United States of America) Regulations 2015 which implements such FATCA requirements into Singapore laws and, under such changes, the Managers, the Trustee, distributors and / or other service providers to the Trust may be required to report and disclose information of certain investors in the Trust including any “U.S. Person” or any “U.S. Reportable Account” (as defined in the Model 1 IGA) to the relevant Singapore authorities, which will in turn report the information to the IRS. Existing and prospective investors in the Trust may therefore be requested to provide additional information to the Managers, the Trustee, distributors and / or other service providers to the Trust in order to enable the Trust and such parties to satisfy their obligations under Singapore laws, regulations and guidance which have been implemented as part of the Model 1 IGA. Failure by an investor to provide such information may result in such investor being subject to FATCA Withholding.

Guidance in Singapore as to the mechanics and scope of this new reporting and withholding regime has been provided in the Inland Revenue Authority of Singapore’s e-Tax Guide entitled “Compliance Requirements of the Singapore-US Intergovernmental Agreement on Foreign Account Tax Compliance Act” which was published on 17 March 2015. There can be no assurance as to the timing or impact of such guidance on future operations of the Trust or on any investor in the Trust.

20.11 Automatic Exchange of Information (“AEOI”)

The Common Reporting Standard (“**CRS**”) is a new, single global standard on AEOI which was approved by the Council of the Organisation for Economic Cooperation and Development (“**OECD**”) in July 2014. The CRS builds on the FATCA reporting regime to maximise efficiency and reduce costs for implementing jurisdictions and their financial institutions. The CRS sets out details of the financial information to be exchanged, the financial institutions required to report, together with common due diligence standards to be followed by financial institutions.

Under the CRS, participating jurisdictions are required to exchange certain information held by financial institutions regarding their non-resident customers. Over 100 jurisdictions have committed to exchanging information under the CRS and Singapore has committed to implement the CRS with the first exchange to take place by September 2018. The Income Tax (International Tax Compliance Agreements) (Common Reporting Standard) Regulations 2016 (“**CRS Regulations**”) incorporate the requirements of the CRS into Singapore’s domestic legislative framework. The CRS Regulations will enter into force on 1 January 2017.

The CRS Regulations requires and empowers all financial institutions to put in place necessary processes and systems to collect financial account information from 1 January 2017. You should note that the Trust is required to disclose the name, address, jurisdiction(s) of tax residence, date and place of birth, account reference number and tax

identification number(s) of each reportable person in respect of a reportable account for CRS and information relating to each of your investment (including but not limited to the value of and any payments in respect of the Units) to the Inland Revenue Authority of Singapore who may in turn exchange this information with the tax authorities in territories who are participating jurisdictions for the purposes of the CRS. In order to comply with its obligations, the Trust may require additional information and documentation from you.

The non-provision of information requested by the Trust pursuant to CRS may result in the inability to process instructions from such investor, including any redemption requests, and/or otherwise deal with the investor or his accounts and holdings in the Trust or other appropriate action taken by the Trust. The refusal to provide the requisite information to the Trust may also be reported to the Inland Revenue Authority of Singapore.

The above description is based in part on CRS Regulations, guidance from the OECD and the CRS, all of which are subject to change.

You will be deemed by your Applying for Units (as defined in paragraph 20.12 below) to have authorised and to have obtained consent from third party individuals whose information you have disclosed to the Trust contains personal data, the automatic disclosure of such information by the Administrator, or other relevant person to the Inland Revenue Authority of Singapore and other relevant tax authorities. You should consult your own tax advisers on the requirements applicable to you under these arrangements.

20.12 Use of Personal Data

You should note the following:

By signing the subscription application form or applying for Units through an approved agent's or a distributor's website (collectively "**Applying for Units**"), each investor consents and acknowledges that any personal data including any personal data relating to the investor and/or third party individuals (e.g. beneficial owners, family members, trustees, partners or directors or authorised signatories of investors who are not individuals) ("**Data**") provided to the Managers, Sub-Manager, Principal Distributor, Trustee, Custodian, Registrar, administrator, any approved agent or distributor, and/or their related corporations, associates or affiliates ("**Recipients**", each a "**Recipient**") whether directly or through appointed distributors or agents or otherwise collected by or on behalf of a Recipient from publicly available or other sources, in connection with the investor's application for or investment in the Trust, may be collected, stored, processed, maintained, used and disclosed by a Recipient for the following purposes: (i) updating and maintaining the register; (ii) implementing, operating, managing and administering the investor's investment in the Trust and any related accounts on an ongoing basis, including but not limited to transactional purposes such as processing instructions or trades of investors or persons acting on behalf of investors; (iii) complying with any applicable legal, governmental, compliance or regulatory requirements within Singapore and in any foreign jurisdiction, including complying with any requests made to any Recipient by any government authority or regulatory body and any rules and regulations relating to anti-money laundering and countering the financing of terrorism and mitigating any adverse result under any laws relating to tax; (iv) complying with any applicable treaty or agreement with or between Singapore and a foreign jurisdiction; (v) fulfilling a judgment or

order of court or of any other tribunal within Singapore and in an applicable foreign jurisdiction; (vi) providing client-related services, including providing customer support, responding to queries or feedback given by investors or persons acting behalf of investors, and communicating with and disseminating of statements of account, notices, reports, materials, communications (whether of a marketing nature or otherwise) to investors or persons acting on behalf of investors; (vii) verifying the identity of investors or persons acting on behalf of investors; (viii) exercising or enforcing the rights of a Recipient under contract or pursuant to applicable laws and regulations; (ix) administering, operating, processing or managing the Units or the Trust; (x) the prevention of crime, fraud or misuse of services, processing for the creation or maintenance of physical, network or information technology security measures, auditing and processing for statistical purposes or business analysis and monitoring; (xi) for all other purposes required or authorised under any applicable legal, governmental, compliance or regulatory requirements within Singapore and in any foreign jurisdiction, including but not limited to complying with the Income Tax (International Tax Compliance Agreements) (Common Reporting Standard) Regulations 2016 of Singapore; (xii) conducting general administration in relation to the foregoing; and (xii) all purposes directly related to one or more of the foregoing.

By Applying for Units, each investor also consents and acknowledges that, for the purposes set out above, Data may be disclosed and transferred by a Recipient to the following parties in Singapore or in a foreign jurisdiction: (i) any person or entity including government authorities, regulatory bodies, courts and tribunals to whom a Recipient is under an obligation to make disclosure pursuant to any domestic or foreign legal process, legal obligation, regulatory obligation or request from a government authority or regulatory body; (ii) any CPF agent bank or SRS operator; (iii) related corporations, associates or affiliates of a Recipient; and (iv) any agent, contractor, third party service provider, intermediary or professional adviser which provides administrative, mailing, data storage or processing, business process, human resource, information technology, audit, advisory or any other services to a Recipient in connection with the operation of the business of the Recipient.

By Applying for Units, each investor warrants that any Data provided by or on behalf of that investor to a Recipient is true, accurate and complete, that changes to such Data shall be notified to a relevant Recipient in a timely fashion, and to the extent that any such Data relates to a third party individual, that the prior consent of such third party individual, which will allow a Recipient to collect, use and disclose Data of that individual in the manner and for the purposes described above, has been obtained, and consents and acknowledges all such collection, use and disclosure on behalf of that third party individual.

Pursuant to the Personal Data Protection Act 2012 of Singapore, an individual may withdraw his/her consent to the collection, use and/or disclosure of his/her Data. Investors may wish to note that a notice of withdrawal of consent submitted by an investor or a third party individual relevant to that investor: (1) may result in the inability to process instructions from such investor, including any redemption requests, and/or otherwise deal with the investor or his accounts and holdings in the Trust; and (2) shall not prevent the continued use or disclosure of Data for the purposes of compliance with any legal, governmental, compliance or regulatory requirements within Singapore and in any foreign jurisdiction, unless otherwise prohibited by applicable mandatory laws.

21. Queries and Complaints

If you have questions concerning your investment in the Trust, you may contact the Managers at telephone number (65) 6536 8000 or facsimile number (65) 6317 8947.

Legg Mason Asian Enterprise Trust

Replacement Prospectus

Signed:

Clement Lee Jia Yi

for and on behalf of

Joseph Patrick LaRocque

Director

Signed:

Clement Lee Jia Yi

for and on behalf of

Edward Stephen Squires Venner

Director

Signed:

Clement Lee Jia Yi

for and on behalf of

Lim Hong Heng Lennie

Director

Legg Mason Asian Enterprise Trust

Replacement Prospectus

Signed:

Clement Lee Jia Yi

Director

LEGG MASON
GLOBAL ASSET MANAGEMENT

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(Registration no.(UEN): 200007942R)