

Prospectus

Legg Mason Funds

Legg Mason Singapore Dollar Fund
Legg Mason Singapore Opportunities Trust

Dated 27 October 2009
Valid till 26 October 2010

Important:

Investors should note that one of the sub-funds of the Legg Mason Funds, namely the Legg Mason Singapore Dollar Fund, is a money market fund. As such investors should note the following:

- (a) the purchase of a Unit in the Legg Mason Singapore Dollar Fund is not the same as placing funds on deposit with a bank or deposit-taking company;
- (b) although the Manager may seek to maintain or preserve the principal value of the Legg Mason Singapore Dollar Fund, there can be no assurance that the Legg Mason Singapore Dollar Fund will be able to meet this objective; and
- (c) the Legg Mason Singapore Dollar Fund is not a guaranteed fund, in that there is no guarantee as to the amount of capital invested or return received.

LEGG MASON FUNDS

LEGG MASON SINGAPORE DOLLAR FUND
LEGG MASON SINGAPORE OPPORTUNITIES TRUST

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LEGG MASON FUNDS
LEGG MASON SINGAPORE DOLLAR FUND
LEGG MASON SINGAPORE OPPORTUNITIES TRUST
DIRECTORY

Manager

Legg Mason Asset Management Singapore Pte. Limited
(Company Registration Number: 200007942R)

Registered address:

3 Church Street, #08-01 Samsung Hub,
Singapore 049483

Business address:

1 George Street, #23-02,
Singapore 049145

Directors of the Manager

Patrick Tan Keng Sin (Executive)
Yong Siew Hoon (Executive)
Lim Hong Heng Lennie (Executive)
Terence Andrew Johnson
Thomas John Hirschmann
Joseph Patrick LaRocque

Trustee / Custodian

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

Auditor

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

Solicitors to the Manager

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 FUNDS

LEGG MASON SINGAPORE DOLLAR FUND

LEGG MASON SINGAPORE OPPORTUNITIES TRUST

1. BASIC INFORMATION

1.1 Name of collective investment schemes

This Prospectus is in relation to the Legg Mason Funds (the “**Scheme**”), which is an umbrella unit trust constituted in Singapore and currently offers for investment the Sub-Funds as defined in paragraph 5.1 below.

1.2 Date of registration and expiry of the Prospectus

This Prospectus is registered with the Authority on 27 October 2009 and is valid for a period of 12 months after the date of registration (i.e., up to and including 26 October 2010) and shall expire on 27 October 2010.

1.3 The trust deed

- (a) The original trust deed relating to the Scheme is dated 6 March 2000 (the “**Original Deed**”). The manager of the Scheme is Legg Mason Asset Management Singapore Pte. Limited (formerly known as Legg Mason International Equities (Singapore) Pte. Limited)(the “**Manager**”) and the trustee to the Scheme is HSBC Institutional Trust Services (Singapore Limited (the “**Trustee**”).
- (b) The management of the Scheme has been transferred from Legg Mason Asset Management (Asia) Pte Ltd to the Manager with effect from 1 October 2006.
- (c) The Original Deed has been amended by the following deeds:

Deed	Dated
First Supplemental Deed	13 July 2000
Second Supplemental Deed	18 December 2000
Third Supplemental Deed	2 April 2001
Fourth Supplemental Deed	11 July 2001
Fifth Supplemental Deed	26 June 2002
Amended and Restated Deed	27 June 2003
Second Amended and Restated Deed	24 June 2004
Supplemental Deed of Retirement and Appointment of Manager	28 November 2005
Sixth Supplemental Deed	21 February 2006
Second Supplemental Deed of Appointment and Retirement of Manager	1 October 2006
Third Amending and Restating Deed	2 July 2007
Fourth Amending and Restating Deed	4 October 2007
Fifth Amending and Restating Deed	1 July 2008
Sixth Amending and Restating Deed	29 October 2008
Seventh Amending and Restating Deed	27 October 2009

(collectively, the “**Supplemental Deeds**”).

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The Original Deed as amended by the Supplemental Deeds shall hereafter be referred to as the **"Deed"**.

- (d) The Deed is binding on the Manager, the Trustee and all Holders (and all persons claiming through the Holders as if they had each been a party to the Deed).
- (e) Copies of the Original Deed and the Supplemental Deeds may be inspected at the business office of the Manager at 1 George Street, #23-02, Singapore 049145, during usual business hours.

1.4 Account and reports

Copies of the annual and semi-annual accounts, auditor's report on the annual accounts, annual and semi-annual reports in respect of the Sub-Funds may be obtained from the business office of the Manager upon request.

1.5 Disclaimers and other important information

- (a) The Sub-Funds are authorised schemes under the Securities and Futures Act (Chapter 289) (the **"Securities and Futures Act"**). A copy of this Prospectus has been lodged with and registered by the Authority. The Authority assumes no responsibility for the contents of this Prospectus. Registration of this Prospectus by the Authority does not imply that the Securities and Futures Act or any other legal or regulatory requirements have been complied with. The Authority has not, in any way, considered the investment merits of the Sub-Funds.
- (b) The Manager accepts full responsibility for the accuracy of the information set out in this Prospectus and confirms, having made all reasonable enquiries, that to the best of its knowledge and belief, there are no facts the omission of which would make any statement in this Prospectus misleading.
- (c) 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 Manager, or through the Manager's approved distributors.

As the Units are not registered under the United States Securities Act of 1933 (the **"Securities Act"**) or under the securities laws of any state of the United States of America ("US"), the Units may not be offered or sold to or for the account of any US Person (as defined in Rule 902 of Regulation S under the Securities Act).

Rule 902 of Regulation S under the Securities Act defines a US Person to include, *inter alia*, any natural person resident in the US and with regards to investors other than individuals (i) a corporation or partnership organised or incorporated under the laws of the US or any state thereof; (ii) a trust of which any trustee is a US Person except if such trustee is a professional fiduciary and a co-trustee who is not a US Person has sole or shared investment discretion with regard to trust assets and no beneficiary of the trust (and no settlor if the trust is revocable) is a US Person; (iii) an estate: (a) which is subject to US tax on its worldwide income from all sources or (b) for which any US Person is executor or administrator except if an executor or administrator of the estate who is not a US Person has sole or shared investment discretion with regard to the assets of the estate and the estate is governed by foreign law; (iv) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person; and (v) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the US.

The term "US Person" also means any entity organised principally for passive investment (such as a commodity pool, investment company or other similar entity) that was formed: (a) for the purpose of facilitating investment by a US Person in a commodity pool with respect to which the operator is exempt from certain requirements of Part 4 of the regulations promulgated by the United States Commodity Futures Trading Commission by virtue of its participants being non-US Persons or (b) by US Persons principally for the purpose of investing in securities not registered under the Securities Act, unless it is formed and owned by "accredited investors" (as defined in Rule 501 (a) under the Securities Act) who are not natural persons, estates or trusts.

- (d) Investment in the Sub-Funds requires consideration of the normal risks involved in investment and participation in securities. Further details of the other risks relating to investments in the Sub-Funds are set out in the section headed "Risks". Investors should consider these risks carefully before making an investment decision.
- (e) Investors should seek professional advice to ascertain:
 - (i) the possible tax consequences;
 - (ii) the legal requirements; and
 - (iii) any foreign exchange restrictions or exchange control requirements

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which they may encounter under the laws of the countries of their citizenship, residence or domicile, and which may be relevant to the subscription, holding or disposal of Units and should inform themselves of and observe all laws and regulations of any relevant jurisdiction that may be applicable to them.

- (f) No application has been made for any of the Sub-Funds to be listed on any stock exchange. Investors may purchase or realise Units through the Manager's approved distributors in accordance with the provisions of this Prospectus and the Deed.
- (g) Some of the information in this Prospectus is a summary of corresponding provisions in the Deed. Investors should read the full text of the Deed for further details and for information that is not contained in this Prospectus.
- (h) The meaning of some of the terms and abbreviations used in this Prospectus can be found in the Glossary of Terms at the end of this Prospectus.
- (i) Units may be purchased and realised by individuals or other legal persons (the "**investors**") only through the Manager's approved distributors.

When an investor applies through an approved distributor to purchase a number of Units, or makes a request to realise Units, the approved distributor will in turn forward the application for the subscription or the request for the realisation to the Manager on the investor's behalf.

Where an application to purchase Units is made and the Manager accepts the application, Units are issued:

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

Where a realisation request is made:

- (i) in the case of subscriptions using cash – realisation proceeds are paid by the Manager to the approved distributor or its nominee in whose name the Units were registered, and these proceeds are paid by the approved distributor to the relevant investor; and

- (ii) in the case of subscriptions using SRS monies – realisation proceeds are paid by the Manager to the relevant SRS Operator for credit of the investor’s SRS Account.

For the purposes of this Prospectus, references to a “**Holder**” are references to:

- (i) in the case of subscriptions using cash – the relevant approved distributor or its nominee, who holds the Units on behalf of the investor; and
- (ii) in the case of subscriptions using SRS 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 in any of the Sub-Funds, whether through an approved distributor or its nominee, or in his or her own name.

Investors should approach their approved distributors in relation to any transactions concerning their Units.

All provisions in this Prospectus relating to deadlines and cut-off times apply to the times by which the approved distributors must comply. These distributors may have deadlines and cut-off times earlier than those stated in this Prospectus. Therefore investors should consult the relevant distributor to confirm the applicable deadlines and cut-off times by which investors are required to comply.

All provisions in this Prospectus relating to timing of payments apply to the investors. All provisions in this Prospectus relating to delivery of notices or documents apply to approved distributors.

2. THE MANAGER

2.1 Name and address of the Manager

The Manager of the Scheme is Legg Mason Asset Management Singapore Pte. Limited. The name of the Manager was changed from “Legg Mason International Equities (Singapore) Pte. Limited” with effect from 1 October 2009. The registered office of the Manager is 3 Church Street, #08-01 Samsung Hub, Singapore 049483.

2.2 Track record of the Manager

The Manager is an ultimately wholly-owned subsidiary of Legg Mason, Inc. (“**Legg Mason**”), a U.S. financial services holding company that provides asset management services through its subsidiaries including the Manager. Legg Mason was founded in 1899 and is listed on the New York Stock Exchange, Inc. under the symbol “LM”. As of 30 June 2009, Legg Mason was responsible for

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US\$656.9 billion of assets under management invested in a broad range of financial instruments including global equities, fixed interest securities, and currencies.

The Manager advises and manages an extensive range of investments on behalf of institutions and individuals. Through unit trusts and separate account management, the Manager provides investors with access to global equity, fixed interest and currency investment opportunities that seek to add value and control risk.

The Manager houses two divisions, namely, the Legg Mason International Equities (“**LMIE**”) division and the Legg Mason Investments division (“**LMI**”). The LMIE division has been rebranded and renamed as Congruix Investment Management. Congruix Investment Management is focused on managing Asian equities and mandates for a broad spectrum of clients, both retail and institutional. The LMI division has also been renamed as Legg Mason International Distribution division and is focused on the distribution of Legg Mason’s Singapore domiciled unit trusts and Legg Mason’s Luxembourg and Ireland domiciled mutual fund ranges. Congruix Investment Management (through the former LMIE division) has been managing collective investment schemes in Singapore since 1995.

2.3 The Sub-Manager

Western Asset Management Company Pte Ltd (formerly known as Legg Mason Asset Management (Asia) Pte Ltd) (the “**Sub-Manager**”) has been appointed as the sub-manager of the Legg Mason Singapore Dollar Fund. The Sub-Manager is, like the Manager, a subsidiary of Legg Mason.

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

The Sub-Manager advises and manages an extensive range of investments on behalf of institutions and individuals. Through unit trusts and separate account management, the Sub-Manager provides investors with access to fixed interest and currency investment opportunities that seek to add value and control risk.

Constituting Legg Mason’s fixed income operations in Singapore, the Sub-Manager has in this connection been managing collective investment schemes in Singapore since 2003. As at 30 June 2009, the Sub-Manager managed approximately US\$1.725 billion of assets on behalf of Asian based institutions, retail clients and other clients and is overseen within Legg Mason by Western

Asset Management Company, a subsidiary of Legg Mason organised as a corporation under the laws of California, USA.

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

3. THE TRUSTEE

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

4. OTHER PARTIES

4.1 The Registrar

The registrar for the Scheme is the Trustee.

The Registers can be inspected at 60 Alexandra Terrace, #10-12/13, The Comtech, Singapore 118502.

The Registers are available for inspection during usual business hours, subject to reasonable closure of the Registers in accordance with the provisions of the Deed and also subject to any reasonable restrictions that the Manager and/or Trustee may impose.

The Registers are conclusive evidence of the number of Units held by each Holder for each Sub-Fund. In the case of Holders who are holding Units on behalf of investors, the Registers will not contain details of Units held by that Holder for each investor.

4.2 The Auditor

The auditor for the Scheme (the “**Auditor**”) is PricewaterhouseCoopers LLP of 8 Cross Street, #17-00 PWC Building, Singapore 048424.

5. STRUCTURE OF THE SCHEME/SUB-FUND

5.1 Umbrella fund

The Scheme is an open-ended umbrella unit trust offering for investment the following sub-funds. The sub-funds are managed as separate and distinct trusts:

- (i) Legg Mason Singapore Dollar Fund; and
 - (ii) Legg Mason Singapore Opportunities Trust,
- (each a “**Sub-Fund**” and together the “**Sub-Funds**”).

The Sub-Funds each invests as a direct investment portfolio.

Units in the Sub-Funds (denominated in Singapore Dollars) are currently being offered on the terms described in this Prospectus.

Prospectus**5.2 Classes of Units**

The following Classes of Units are currently being offered in respect of each Sub-Fund:

Sub-Funds	Classes		
	Class A	Class B	Class I
Legg Mason Singapore Dollar Fund	√	√	
Legg Mason Singapore Opportunities Trust	√		√

The Management Fee payable in respect of class A Units and class B Units is different. Class A Units and class B Units also have different minimum initial subscription, minimum subsequent subscription and minimum holding amounts. Please refer to the sections headed "**Fees and charges**", "**Minimum initial subscription and minimum subsequent subscription amount**" and "**Minimum holding and minimum realisation amount**" for details.

Class I Units are only available for subscription by institutional investors¹.

The Manager may establish other Classes of Units within the Sub-Funds. Where a new Class is established, the Manager may at its discretion re-designate any existing Class as long as there is no prejudice to existing Holders of such Class.

6. INVESTMENT OBJECTIVE, FOCUS AND APPROACH

The investment objective, focus, approach and other features specific to each Sub-Fund are set out in the following Appendices to this Prospectus:

<u>Sub-Fund</u>	<u>Appendix</u>
Legg Mason Singapore Dollar Fund	Appendix 1
Legg Mason Singapore Opportunities Trust	Appendix 2

6A. CPF INVESTMENT SCHEME

The Legg Mason Singapore Opportunities Trust is included under the CPF Investment Scheme - Ordinary Account for investment by CPF members. It has been classified by the CPF Board under the risk classification of "**Higher Risk - Narrowly Focused - Country - Singapore**".

The CPF interest rate for the Ordinary Account (OA) is based on the 12-month fixed deposit and month-end savings rates of the major local banks. Under the CPF Act, the CPF Board pays a minimum interest of 2.5% per annum when this interest formula yields a lower rate.

¹ As defined in section 4A of the Securities and Futures Act, as the same may be modified, re-enacted, amended, supplemented or reconstituted from time to time and / or such other person that the Manager may from time to time determine to be an institutional investor.

The interest rate for the Special, Medisave and Retirement Accounts (SMRA) will be pegged to the yield of 10-year Singapore government bond plus 1%. For 2009, the minimum interest rate for the SMRA will be 4% per annum. After 31 December 2009, the minimum interest rate of 2.5% per annum, as prescribed by the CPF Act, will apply to the SMRA.

In addition, the CPF Board will pay an extra interest rate of 1% per annum on the first S\$60,000 of a CPF member's combined balances, including up to S\$20,000 in the OA. The first S\$20,000 in the OAs and the first S\$30,000 in the Special Accounts will not be allowed to be invested under the CPFIS.

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

7. FEES AND CHARGES

The fees and charges payable in relation to the Sub-Funds are set out in the relevant Appendix for each Sub-Fund.

8. RISKS

8.1 General risks of investing in the Scheme

- (a) Investors should note that investment in the Scheme, which is a collective investment scheme will be subject to different degrees of interest rate risk, currency risk, liquidity risk, sovereign risk, credit risk, exchange control risk and derivatives risk. The foregoing list of risks does not purport to be an exhaustive or complete list of the risks involved in investing in the Scheme. Investors may wish to consult their own financial advisers before deciding to subscribe for Units.
- (b) Investors should be aware that the value of the Units and the income from them may rise as well as fall and there is the possible loss of the principal amount invested. Past performance figures are not necessarily indicative of the future performance.
- (c) Investment in the Scheme is designed to produce returns over the long-term and is not suitable for short-term speculation. Investors should not expect to obtain short-term gains from such investment.

8.2 Risks specific to the Sub-Funds

Investors in the Sub-Funds should recognise that the following risks are associated with investing in the Sub-Funds and that the capital or returns may be influenced by these risk factors.

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- (a) **Market risk** – The value of investments by a Sub-Fund may go up and down due to changing economic, political or market conditions, or due to an issuer's individual situation.
- (b) **Derivatives risk** – A Sub-Fund's use of futures, options, warrants, forwards, swaps or swap options (if any) will involve increased risk. A Sub-Fund's ability to use such instruments successfully depends on its investment manager's ability to accurately predict movements in stock prices, interest rates, currency exchange rates or other economic factors and the availability of liquid markets. If the investment manager / investment advisor's predictions are wrong, or if the derivatives do not work as anticipated, the Sub-Fund could suffer greater losses than if the Sub-Fund had not used the derivatives. If a Sub-Fund invests in OTC derivatives, there is increased risk that a counterparty may fail to honour its contract. In some instances, the use of the above-mentioned instruments may have the effect of leveraging the Sub-Fund. Leveraging adds increased risks because losses may be out of proportion to the amount invested on the instrument. These instruments are highly volatile instruments and their market values may be subject to wide fluctuations. Where such instruments are used by a Sub-Fund, the Manager will ensure that the risk management and compliance procedures and controls adopted are adequate and that it will have the necessary expertise to control and manage the risks relating to the use of financial derivatives. Investments in derivatives will be monitored and controlled by the Manager with daily mark to market valuations, careful research prior to investment and compliance monitoring to ensure careful compliance with the investment restrictions set out in the Deed with regard to derivatives.

8.3 Additional risks specific to the Legg Mason Singapore Dollar Fund

- (a) **Interest rate risk** – Investments by the Sub-Fund in bonds, debentures, loan stocks, convertibles and other debt securities may decline in value if interest rates change. In general, the price of debt securities rises when interest rates fall, and fall when interest rates rise.
- (b) **Credit risk** – The Sub-Fund is subject to the risk that some issuers of debt securities and other investments made by the Sub-Fund may not make payments on such obligations. Alternatively, an issuer may suffer adverse changes in its financial condition that could lower the credit quality of a security, leading to greater volatility in the price of the security and in the value of the Sub-Fund. A change in the quality rating of security can also affect the security's liquidity and make it more difficult to sell.

8.4 Additional risks specific to the Legg Mason Singapore Opportunities Trust

- (a) Small and mid-sized company stocks - The Sub-Fund may invest in securities of small and mid-sized companies. Investment in such securities involves special risks. Among other things, the prices of securities of small and mid-sized companies generally are more volatile than those of larger companies; the securities of small and mid-sized companies generally are less liquid; and small and mid-sized companies generally are more likely to be adversely affected by poor economic or market conditions. Investments in securities of companies with smaller enterprise values are generally considered to offer greater opportunity for appreciation but also may involve greater risks than customarily are associated with more established companies. The securities of small and mid-sized companies may be subject to more abrupt fluctuations in market price than larger, more established companies. Small and mid-sized companies may have limited product lines, markets or financial resources, or they may be dependent upon a limited management group. In addition to exhibiting greater volatility, small and mid-sized company stocks may, to a degree, fluctuate independently of larger company stocks (i.e., small and/or mid-sized company stocks may decline in price as the prices of large company stocks rise or *vice versa*).
- (b) Currency risks - Assets of the Sub-Fund may be denominated in currencies other than the base currency of the Sub-Fund. Therefore, the Sub-Fund may be exposed to currency risk due to fluctuations in the exchange rate between such other currencies and the base currency of the Sub-Fund. The Manager may or may not try to mitigate this risk by using various hedging strategies through the use of financial derivative instruments.
- (c) Derivative risks - Financial derivative instruments may be used by the Manager for hedging and efficient portfolio management purposes. The use of such financial derivative instruments involves certain special risks, including (1) dependence on the ability to predict movements in the prices of securities being hedged and movements in interest rates, (2) imperfect correlation between the hedging instruments and the securities or market sectors being hedged, (3) the fact that skills needed to use these instruments are different from those needed to select the Sub-Fund's securities, (4) the possible absence of a liquid market for any particular instrument at any particular time, and (5) possible impediments to effective portfolio management or the ability to meet repurchase requests or other short-term obligations because of the percentage of a Sub-Fund's assets segregated to cover its obligations. Please refer to paragraph 6 of Appendix 2 for a

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description of the risk management and compliance procedures and controls adopted by the Manager to manage the derivative risks of the Sub-Fund.

The above should not be considered to be an exhaustive list of the risks which potential investors should consider before investing into the Sub-Funds. Potential investors should be aware that an investment in any of the Sub-Funds may be exposed to other risks of an exceptional nature from time to time.

9. SUBSCRIPTION AND ISSUE OF UNITS

9.1 Pricing and dealing deadline

- (a) As Units are issued on a forward pricing basis, the Issue Price of Units will not be available at the time of application. If an investor's application for subscription is received by the Manager before the dealing deadline on a Dealing Day, the application will be deemed to have been received on that Dealing Day and the investor will buy Units at that Dealing Day's Issue Price. If the application is received by the Manager after the dealing deadline on a Dealing Day or on a day which is not a Dealing Day, the application will be taken to have been received on the next Dealing Day and the investor will buy Units at the next Dealing Day's Issue Price.
- (b) The dealing deadline is 1.00 p.m. Singapore time for the Legg Mason Singapore Dollar Fund.

The dealing deadline is 5.00 p.m. Singapore time for the Legg Mason Singapore Opportunities Trust.
- (c) The Manager's approved distributors may have their own dealing deadlines that are earlier than the Manager's dealing deadlines for the receipt of applications and subscription monies. Investors should confirm the applicable dealing deadline with the relevant distributor.

9.2 Calculation of Issue Price

The Issue Price of Units on each Dealing Day shall be the price per Unit ascertained by or on behalf of the Manager by:

- (a) calculating the Net Asset Value per Unit as at the Valuation Point in relation to the relevant Dealing Day;
- (b) adding the appropriate Fiscal Charges; and
- (c) determining the resultant total to the nearest S\$0.0001 (S\$0.00005 being rounded up) in the case of the Legg Mason Singapore Dollar Fund and to the nearest S\$0.001 (S\$0.0005 being rounded up) in the case of the Legg Mason Singapore Opportunities

Trust (or such other number of decimal places or by using such other method of rounding as the Manager may from time to time determine after consulting with the Trustee).

A Preliminary Charge will be deducted from the investment sum upon the issue of Units. The Preliminary Charge will be retained by the Manager's approved agents or distributors and the amount of the aforesaid adjustment shall be credited to the relevant Sub-Fund.

9.3 Issue of Units

- (a) The Manager will have the exclusive right to effect the creation and issue of Units and the acceptance or non-acceptance of applications for purchase of Units will be at the absolute discretion of the Manager acting in consultation with the Trustee and in the best interests of the Scheme.
- (b) If any application is rejected by the Manager, the subscription monies will be refunded (without interest) to the relevant distributor or SRS Operator or CPF account or CPF agent bank (as the case may be) within a reasonable period of time in the manner that the Manager determines.
- (c) If payment in cleared funds of the investment sum in relation to any application for Units has not been received by the Manager on application (or by such time or date as the Manager and the Trustee may agree), and Units have been issued, such Units may be cancelled by the Manager by giving notice to that effect to the Trustee and the relevant approved distributor, and such Units shall be deemed never to have been issued. In that event, the applicant shall have no claims against the Manager or the Trustee in respect of such application or cancelled Units.
- (d) No certificates will be issued by the Manager or the Trustee in respect of Units issued.
- (e) Fractional Units will be issued to the nearest whole unit (0.5 being rounded up) in the case of the Legg Mason Singapore Dollar Fund and to the nearest two decimal places (0.005 being rounded up) in the case of the Legg Mason Singapore Opportunities Trust or such other number of places of the decimal or by using such other method of rounding as the Manager may from time to time determine after consulting with the Trustee.

9.4 Minimum initial subscription and minimum subsequent subscription amount

The minimum initial subscription amount is S\$1,000 (for class A Units) and S\$1,000,000 (for class B Units) and S\$1,000,000 (for class I Units) or such other amount as the Manager may determine by prior notice to the Trustee.

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The minimum subsequent subscription amount is S\$100 (for class A Units) and S\$100,000 (for class B Units) and S\$100,000 (for class I Units) or such other amount as the Manager may determine by prior notice to the Trustee.

The Manager's approved distributors may have higher minimum requirements. Investors should confirm the applicable minimum requirements with the relevant distributor.

9.5 How Units may be purchased and paid for

Investors may subscribe for Units by completing an application that may be obtained from an approved distributor. Completed applications should be sent to an approved distributor together with:

- (a) any additional documents required by that distributor; and
- (b) payment in full for the Units in the manner stipulated by that distributor.

In the case of an individual investor who wishes to subscribe for Units with his SRS monies, the investor will have to authorise the relevant SRS Operator for monies to be withdrawn from his SRS Account to pay for the subscription of Units. In the case of an individual investor who wishes to subscribe for Units with his CPF monies, the investor will have to authorise the CPF Board or the investor's CPF agent bank (as the case may be) to withdraw from the investor's CPF ordinary account such purchase monies in respect of the Units applied for and further authorise his CPF agent bank to withdraw monies from his CPF investment account to pay for the subscription of Units.

9.6 Applications by Internet

Some approved distributors may allow applications to be made through an electronic online application on or through the distributor's web-site or by submitting a completed application form printed from that web-site. When an investor applies for Units through a distributor's website, the making of the application will be treated as the investor's confirmation that:

- (a) he has read a copy of this Prospectus;
- (b) he agrees with the terms and conditions set out in this Prospectus;
- (c) he is not a U.S. Person or is not applying on behalf of any U.S. Persons;
- (d) his application for the subscription of Units is made while being present in Singapore; and
- (e) he has given his permission to the relevant distributor to disclose relevant particulars of his account to the Relevant Parties.

During any period when the issue of Units is suspended, the application for Units through the Internet will also be suspended.

Any charges to be imposed by the distributor in connection with the application will be borne by the investor.

9.7 Calculation of number of Units allotted

(a) Legg Mason Singapore Dollar Fund

The following is an illustration of the number of Units that the Manager will issue based on a gross investment of S\$1,000 and a notional Issue Price of S\$1.0000. The notional Issue Price of S\$1.0000 is used for illustration purposes only. The actual Issue Price will fluctuate according to the Value of the Deposited Property.

Gross investment		Preliminary Charge *		Net investment sum
S\$1,000	-	Nil	=	S\$1,000
Net investment Sum		Issue Price		Number of Units
S\$1,000	÷	S\$1.0000	=	1,000 Units

* There is currently no Preliminary Charge imposed.

(b) Legg Mason Singapore Opportunities Trust

The following is an illustration of the number of Units that the Manager will issue based on a gross investment of S\$1,000 and a notional Issue Price of S\$1.00. The notional Issue Price of S\$1.0000 is used for illustration purposes only. The actual Issue Price will fluctuate according to the Value of the Deposited Property.

Gross investment		Preliminary Charge (5%)		Net investment sum
S\$1,000	-	S\$50	=	S\$950
Net investment Sum		Issue Price		Number of Units
S\$950	÷	S\$1.000	=	950.00 Units

9.8 Confirmation of purchase

Upon acceptance of an application made to the Manager by or on behalf of an investor and the issue of Units pursuant to those applications, the Manager will send a trade confirmation to the relevant Holder within fourteen (14) Business Days of the Manager's acceptance of the application. Trade confirmations for Units held by Holders on behalf of investors should be sent by the Holders to the relevant investors following receipt by the Holders of the corresponding trade confirmation from the Manager.

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- (a) A new subscriber (as defined in paragraph 9.9(b) below) will have the right to cancel his subscription of Units (which shall include an agreement to participate in a regular savings plan (“RSP”) under paragraph 10 of this Prospectus, where applicable) within seven (7) calendar days of the date on which he signed the subscription agreement or such other longer period as the Manager or its approved distributors (as the case may be) may allow or the Authority may prescribe (the “Cancellation Period”). Investors subscribing for Units using cash may obtain a cancellation request form from the Manager’s approved distributors at their respective offices during usual business hours. A cancellation request form is included with the subscription application form for Units subscribed for using SRS monies.
- (b) A “new subscriber” is an investor who:
- (i) is an individual;
 - (ii) is not an existing Holder who is purporting to cancel a subsequent subscription of Units made after the Cancellation Period applicable to his initial subscription of Units; and
 - (iii) is not an existing Holder participating in a RSP and effecting a second or subsequent payment towards the RSP.
- (c) The new subscriber must exercise his right to cancel his subscription of Units within the applicable Cancellation Period, by submitting a cancellation request to the Manager’s approved distributors by hand or post. The relevant date for determining whether a cancellation has been exercised within the Cancellation Period is the date on which the cancellation request was delivered by hand or was posted (as determined by its postmark). Where the last day of the Cancellation Period falls on a Sunday or a public holiday, the Cancellation Period is deemed to be extended to the next calendar day, not being a Sunday or public holiday.
- (d) A cancellation request received by the Manager from their approved distributors on or before the dealing deadline stipulated in paragraph 11.3(c) on a Dealing Day will be deemed to have been received on that Dealing Day. A cancellation request received after the said dealing deadline on a Dealing Day, or on a day which is not a Dealing Day, will be deemed to have been received on the next Dealing Day. Investors should confirm the applicable cut-off time with the relevant approved distributor.

- (e) The proceeds arising from the cancellation of a subscription of Units under this paragraph 9.9 (the “**cancellation proceeds**”) will be paid within four (4) Business Days (for the Legg Mason Singapore Dollar Fund) and six (6) Business Days (for the Legg Mason Singapore Opportunities Trust) (or such other period as the relevant authorities may require or allow from time to time) after the Dealing Day on which the cancellation request is received by the Manager, unless the determination of the amount of cancellation proceeds has been suspended pursuant to the provisions of the Deed. In such event, the payment of the cancellation proceeds will be deferred until after the end of the suspension.
- (f) The cancellation proceeds payable in relation to the cancellation of a subscription of Units under this paragraph 9.9 will be determined as the lower of:
- (i) the Market Value (as defined below); or
 - (ii) the Original Subscription Amount (as defined below),

and any excess in the Market Value over the Original Subscription Amount, or in the Original Subscription Amount over the Market Value (as the case may be), will be retained by the Sub-Fund.

The Manager is also entitled to deduct from the cancellation proceeds any expenses incurred in cancelling the subscription so long as such expenses are reasonably related to the original subscription and its subsequent cancellation.

“**Market Value**” in relation to Units, the subscription of which is being cancelled by a new subscriber, means the value of such Units on the relevant Dealing Day calculated as the aggregate of (a) the total value of such Units based on the Realisation Price on such Dealing Day, and (b) the total Preliminary Charge paid for such Units.

“**Original Subscription Amount**” in relation to Units, the subscription of which is being cancelled by a new subscriber, means the total amount (including the Preliminary Charge) paid by the new subscriber for the subscription of those Units.

Investors should note that the published Realisation Price is indicative in nature and can change during the period between the submission and processing of the cancellation request.

- (g) In the case where a new subscriber has more than one subscription and chooses to cancel one or more (but not all) of his subscriptions to which he has a right to cancel, the cancellation of the

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new subscriber's subscription(s) must not result in the new subscriber holding fewer Units than the minimum holding amount for the Sub-Fund.

- (h) The Realisation Charge, if any, will not be imposed on a new subscriber who exercises his right to cancel subscription of Units.
- (i) Any distributions declared but not paid to the new subscriber, who has cancelled his subscription of Units, will be due to the new subscriber in accordance with the provisions of the Deed (whether or not an election for such distributions to be reinvested has been made by the new subscriber).
- (j) A new subscriber may choose to realise his Units under paragraph 11 of this Prospectus instead of cancelling his subscription of Units but should note that he will not be able to enjoy the benefits of cancellation under this paragraph 9.9 (i.e. there will be no refund of the Preliminary Charge and the realisation proceeds may be lower than the cancellation proceeds if the appreciation in the Value of the Units is less than the Preliminary Charge).
- (k) Paragraph 11.1(d) shall apply mutatis mutandis to the cancellation of a subscription of Units under this paragraph 9.9.
- (l) Further information on the terms and conditions applicable to the Cancellation Period and the steps which a new subscriber must take to effect such a cancellation are contained in the cancellation request form which may be obtained from the Manager's approved distributors at their respective offices during business hours. New subscribers should read this information carefully before subscribing for Units in the Sub-Fund.

10. REGULAR SAVINGS PLAN

The Manager does not currently offer a RSP for subscription of Units. The Singapore agents or distributors of the Scheme may, at their own discretion, offer regular savings arrangements for the benefit of investors in Singapore. Information on such regular savings arrangements, such as minimum periodic contribution, timing of the investment deduction and Unit allocation, may be obtained from such Singapore agent or distributors.

11. REALISATION OF UNITS

11.1 How Units may be realised or sold

- (a) Subject to paragraphs 11.1(b) and 11.2, investors may request an approved distributor to realise any or all of the Units held by that distributor on behalf

of that investor on any Dealing Day by submitting the relevant realisation request form to the relevant distributor through whom the Units were purchased.

- (b) The Manager's approved distributors may have a dealing deadline that is earlier than the Manager's dealing deadline for the receipt of realisation requests from investors. Investors should confirm the applicable dealing deadline with the relevant distributor.
- (c) Realisation requests made through the Internet should be submitted in accordance with the instructions for a realisation request on the website of the relevant distributor.
- (d) The Manager may, with the approval of the Trustee, in certain circumstances stipulated in the Deed, limit the total number of Units of a Sub-Fund which Holders may realise and which may be cancelled on any Dealing Day to 10% of the total number of Units of that Sub-Fund then in issue (disregarding any Units which have been agreed to be issued). If so, requests for realisation of Units of that Sub-Fund and cancellations on that Dealing Day will be reduced rateably and be treated as if made in respect of each subsequent Dealing Day until all Units of that Sub-Fund to which the original request related have been realised and cancelled.

11.2 Minimum holding and minimum realisation amount

A Holder will not be entitled to realise only part of his holding of Units without the approval of the Manager and the Trustee if the realisation is less than the minimum realisation amount or if due to that realisation, his holding would be reduced to less than the minimum holding of that Sub-Fund.

The minimum realisation amount is 1,000 Units (for class A Units) and 10,000 Units (for class B Units) and 10,000 (for class I Units) and the minimum holding amount is the lower of 1,000 Units or the number of Units which at the current Issue Price may be purchased for S\$1,000 (for class A Units) and the lower of 1,000,000 Units or the number of Units which at the current Issue Price may be purchased for S\$1,000,000 (for class B Units) and the lower of 1,000,000 Units or the number of Units which at the current Issue Price may be purchased for S\$1,000,000 (for class I Units).

11.3 Pricing and dealing deadline

As Units are priced on a forward pricing basis, the Realisation Price of Units will not be available at the time of submission of a realisation request.

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- (a) If a realisation request is received by the Manager by the dealing deadline on a Dealing Day, the realisation request will be taken to have been received on that Dealing Day and will be processed at that Dealing Day's Realisation Price.
- (b) If a realisation request is received by the Manager after the dealing deadline on a Dealing Day or on a day which is not a Dealing Day, the realisation request will be taken to have been received on the next Dealing Day and will be processed at the next Dealing Day's Realisation Price.
- (c) The dealing deadline is 1.00 p.m. Singapore time for the Legg Mason Singapore Dollar Fund.

The dealing deadline is 5.00 p.m. Singapore time for the Legg Mason Singapore Opportunities Trust.
- (d) The Manager's approved distributors may have a dealing deadline which is earlier than the Manager's dealing deadline for the receipt of realisation requests. Investors should confirm the applicable dealing deadline with the relevant distributor.

11.4 Calculation of Realisation Price

The Realisation Price of Units on each Dealing Day shall be the price per Unit ascertained by or on behalf of the Manager by:

- (a) calculating the Net Asset Value per Unit as at the Valuation Point in relation to the relevant Dealing Day;
- (b) deducting the appropriate Fiscal Charges; and
- (c) determining the resultant total to the nearest S\$0.0001 (S\$0.00005 being rounded up) in the case of the Legg Mason Singapore Dollar Fund to the nearest S\$0.001 (S\$0.0005 being rounded up) in the case of the Legg Mason Singapore Opportunities Trust (or such other number of decimal places or by using such other method of rounding as the Manager may from time to time determine after consulting with the Trustee).

11.5 Calculation of realisation proceeds

The realisation proceeds payable to a Holder will be calculated once the Realisation Price has been ascertained.

- (a) Legg Mason Singapore Dollar Fund

The following is an illustration of the realisation proceeds that a Holder will receive based on a realisation of 1,000 Units and a notional Realisation Price of S\$1.1000. The notional Realisation Price of S\$1.1000 is used for illustration purposes only. The

actual Realisation Price will fluctuate according to the Value of the Deposited Property. There is currently no Realisation Charge payable for Units realised.

Units held		Realisation Price		Gross realisation amount
1,000	x	S\$1.1000	=	S\$1,100
Gross realisation amount		Realisation Charge		Realisation proceeds payable
S\$1,100	-	Nil	=	S\$1,100

* There is currently no Realisation Charge imposed.

(b) Legg Mason Singapore Opportunities Trust

The following is an illustration of the realisation proceeds that a Holder will receive based on a realisation of 1,000 Units and a notional Realisation Price of S\$1.100. The notional Realisation Price of S\$1.100 is used for illustration purposes only. The actual Realisation Price will fluctuate according to the Value of the Deposited Property. There is currently no Realisation Charge payable for Units realised.

Units held		Realisation Price		Gross realisation amount
1,000	x	S\$1.100	=	S\$1,100
Gross realisation amount		Realisation Charge		Realisation proceeds payable
S\$1,100	-	Nil	=	S\$1,100

* There is currently no Realisation Charge imposed.

11.6 Payment of realisation proceeds

- (a) Realisation proceeds will be paid to investors within four (4) Business Days (for the Legg Mason Singapore Dollar Fund) and six (6) Business Days (for the Legg Mason Singapore Opportunities Trust) of receipt of their realisation requests by the Manager (or within such other period (if any) permitted by the relevant authorities) unless the realisation of Units has been suspended as provided in the section headed "Suspension of Dealings".
- (b) In the case of an investor who has purchased Units with cash, any realisation proceeds payable to him under the provisions of the Deed will be paid by the Manager to the distributor or its nominee in whose name the Units are registered, and these proceeds will be paid by the approved distributor to the relevant investor.

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- (c) In the case of an investor who has purchased Units with monies from his SRS Account, any realisation proceeds payable to him under the provisions of the Deed will be paid by transferring the monies to the relevant SRS Operator for credit of the investor's SRS Account or otherwise in accordance with the provisions of any applicable laws, regulations or guidelines. Where the SRS Account has been closed, the monies will be paid to his SRS Operator or otherwise in accordance with any applicable laws, regulations or guidelines.
- (d) In the case of an investor who has purchased Units with monies from his CPF investment account, any realisation proceeds payable to him under the provisions of the Deed will be paid by transferring the monies to the relevant CPF agent bank for credit of the investor's CPF investment account. Where such CPF investment account has been closed, the monies shall be paid to the investor in accordance with the provisions of any applicable law, regulations or guidelines.

12. TRANSFER OF UNITS

- 12.1 Subject to paragraph 12.2 below, every Holder shall be entitled to transfer all or any of the Units held by him by an instrument in writing in such form as the Manager may from time to time approve provided that no transfer of part of a holding of Units shall be allowed if in consequence of the transfer, either the transferor or the transferee would hold Units less than the minimum holding amount.
- 12.2 Transfer of ownership of Units is not permitted in respect of Units purchased with SRS monies or CPF monies.
- 12.3 Transfer of ownership of Units purchased with cash is permitted.

13. CONVERSION OF UNITS BETWEEN CLASSES

- 13.1 Currently, conversion of Units between Classes is not available in respect of the Sub-Funds.

14. OBTAINING PRICES OF UNITS

The indicative Net Asset Value per Unit will be published on the Manager's website at <http://www.leggmason.com.sg>, in the Business Times, Teletext, Bloomberg and (for Sub-Funds included under the CPF Investment Scheme) the Straits Times. The actual Net Asset Value per Unit will generally be published two (2) Business Days after the relevant Dealing Day

The Issue Price and Realisation Price will be calculated in accordance with the sections headed "Calculation of Issue Price" and "Calculation of Realisation Price" respectively.

Investors should note that the frequency of the publication of the Net Asset Value is dependent on the publication policies of the newspaper publisher concerned. The Manager does not accept any responsibility for any errors on the part of the publisher concerned relating to the Net Asset Value published in the newspapers or for any non-publication or late publication by such publisher of prices and shall incur no liability in respect of any action taken or loss suffered by investors in reliance upon such erroneous publication.

15. SUSPENSION OF DEALINGS

15.1 The terms of the Deed provide that the Manager may, with the approval of the Trustee, suspend the issue of Units:

- (a) during any period when a Recognised Exchange which is a market for the basis for the valuation of the Authorised Investments attributable to the relevant Sub-Fund is closed, or when trading on such a Recognised Exchange is limited or suspended;
- (b) during the existence of any state of affairs which, in the opinion of the Manager and the Trustee, might seriously prejudice the interests of the Holders (whether of the Scheme or of any particular Sub-Fund) as a whole or of the Deposited Property;
- (c) during any breakdown in the means of communication normally employed in determining the price of any of such Authorised Investments or the current price thereof on any Recognised Exchange or when for any reason the prices of any of such Authorised Investments cannot in the opinion of the Manager and the Trustee be promptly and accurately ascertained (including any period when the fair value of a material portion of the Authorised Investments cannot be determined);
- (d) during 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 Manager and the Trustee, be carried out at normal rates of exchange;
- (e) for 48 hours (or any longer period that the Manager and the Trustee agree) prior to the date of any meeting (or adjourned meeting) of Holders convened in accordance with the provisions of the Deed;
- (f) during any period when the Manager or the Trustee, in relation to the operation of the Sub-Fund, is unable to conduct its business activities or its ability to conduct its business activities is substantially impaired, as a direct or indirect result of local or foreign government restrictions, the imposition

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of emergency procedures, civil disorder, acts or threatened acts of terrorism, war, strikes, pestilence, natural disaster or other acts of god; or

- (g) for any period pursuant to an order or direction by the Authority.

15.2 A suspension shall take effect immediately upon the declaration in writing to such effect to the Trustee by the Manager and shall terminate on the day immediately following the first Business Day on which the Manager has declared in writing to the Trustee that the condition giving rise to the suspension has ceased to exist and no other condition under which suspension is authorised under the Deed exists.

15.3 The terms of the Deed provide that the Manager may suspend the right of Holders to realise Units in circumstances including, but not limited to, the following:

- (a) during any period of consultation or adjustment of the Realisation Price arising from the provisions of the Deed;
- (b) during any breakdown in the means of communication which affects the process of valuation of the Deposited Property of the relevant Sub-Fund;
- (c) during any turmoil in the financial markets which causes unnaturally large movements in the prices of the Authorised Investments forming part of the Deposited Property of the relevant Sub-Fund;
- (d) during the absence of any trading on the relevant Recognised Exchanges of the Authorised Investments forming part of the Deposited Property of the relevant Sub-Fund which in turn causes the market value of these Authorised Investments to be not reflective of their true value;
- (e) for 48 hours (or any longer period that the Manager and the Trustee agree) prior to the date of any meeting (or adjourned meeting) of Holders convened in accordance with the provisions of the Deed;
- (f) during any period when the Manager or the Trustee, in relation to the operation of the Sub-Fund, is unable to conduct its business activities or its ability to conduct its business activities is substantially impaired, as a direct or indirect result of local or foreign government restrictions, the imposition of emergency procedures, civil disorder, acts or threatened acts of terrorism, war, strikes, pestilence, natural disaster or other acts of god; or
- (g) for any period pursuant to an order or direction by the Authority.

The Manager may also with the approval of the Trustee suspend the realisation of Units for such reasonable period as may be necessary to effect an orderly realisation of Authorised Investments in accordance with Clause 16(G) (ii) of the Deed.

15.4 Payment for any Units of the Sub-Funds realised before the commencement of any suspension but for which payment has not been made before the commencement thereof may, if the Manager and the Trustee so agree, be deferred until immediately after the end of the suspension.

16. PERFORMANCE OF THE SUB-FUNDS

The performance details of each Sub-Fund and its benchmark are set out in the Appendix for that Sub-Fund.

17. SOFT DOLLAR COMMISSIONS / ARRANGEMENTS

17.1 The Manager and (where applicable) the Sub-Manager currently do not receive but shall be entitled to receive or enter into, soft dollar commissions or arrangements in respect of the Sub-Funds.

17.2 The Manager or the Sub-Manager may receive soft dollar commissions or arrangements in respect of the Sub-Funds only if:

- (a) those soft dollar commissions or arrangements can reasonably be expected to assist in the managers' provision of investment advice or related services to the Sub-Funds;
- (b) the transactions are executed at the best available terms taking into account the relevant market at the time for transactions of this kind and size concerned; and
- (c) no unnecessary trades are entered into in order to achieve a sufficient volume of transactions to qualify for soft dollar commissions or arrangements. The managers shall not receive goods and services such as travel, accommodation and entertainment.

18. CONFLICTS OF INTEREST

18.1 The Manager and the Sub-Manager are also each the manager of other collective investment schemes, institutional accounts and other separately managed accounts, which may have different mandates and investment objectives.

18.2 The Manager and the Sub-Manager may from time to time have to deal with competing or conflicting interests. Investment decisions in respect of each fund and account are made independently and in accordance with the individual risk return requirements, the investment mandate and other characteristics of the funds and accounts (as the case may be). To resolve any conflict of interest

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that may arise from the situation of competing orders, the Manager and the Sub-Manager will ensure fair and equitable treatment to all clients. Buy or sell orders will be executed jointly or at the same time and investment opportunities will be allocated among clients in a fair and equitable manner. The Manager, Sub-Manager and Trustee are not in any position of conflict in relation to the funds.

18.3 The Manager, Sub-Manager and the Trustee will conduct all transactions with or for the Scheme and the Sub-Funds on an arm's length basis. Associates of the Trustee may be engaged to provide financial, banking or brokerage services to the Scheme or any Sub-Fund. Such services will be provided on an arm's length basis.

18.4 The Manager, Sub-Manager or the Trustee may own, hold, dispose or otherwise deal with Units as though they were not a party to the Deed. In the event of any conflict of interest arising as a result of that dealing, the Manager, Sub-Manager and the Trustee, following consultation, will resolve the conflict in a just and equitable manner as they deem fit.

19. REPORTS

19.1 Financial year-end

The financial year-end of the Scheme is 31 March.

19.2 Reports

Holders will be sent the annual reports, audited annual accounts and auditor's report on the annual accounts within three months after the financial year-end of 31 March and the semi-annual reports and semi-annual accounts within two months of the financial half-year end of 30 September.

20. QUERIES AND COMPLAINTS

Investors should contact the relevant distributor, or may contact the Manager at telephone number (65) 6536 8000 to raise any queries regarding the Scheme or the Sub-Funds.

21. EXEMPTIONS AND INDEMNITIES

Investors should take note of the exemptions and indemnities in favour of the Manager and/or the Trustee as stated in the Deed and in particular, those provided at Clauses 27(A) to 27(C), 28(A) to 28(G), 29(A), 29(B), 29(D), 29(H), 29(Q), 30(B), 30(C) and 30(G) of the Deed.

22. OTHER MATERIAL INFORMATION

22.1 Holders' right to vote

(A) A meeting of Holders of all the Sub-Funds of the Scheme duly convened and held in accordance with the provisions of Schedule 1 of the Deed shall be competent by Extraordinary Resolution:-

- (i) to sanction any modification, alteration or addition to the provisions of the Deed which shall be agreed by the Trustee and the Manager as provided in Clause 40 of the Deed;
- (ii) to sanction a supplemental deed increasing the maximum permitted percentage of the Management Fee in relation to a Sub-Fund or remuneration of the Trustee or any other fee;
- (iii) to terminate the Scheme as provided in Clause 37(E) of the Deed or Section 295 of the Securities and Futures Act;
- (iv) to remove the Auditor, the Trustee and the Manager or any of them as provided in sub-Clauses 33(D), 34(C)(iii) and 35(A)(iii) respectively of the Deed;
- (v) to sanction such other matters as may be proposed by the Manager or the Trustee; and
- (vi) by ordinary resolution to give directions to the Trustee pursuant to the provisions in Clause 30(A)(vii) of the Deed,

but shall not have any further or other powers.

(B) A meeting of the Holders of a Sub-Fund duly convened and held in accordance with the provisions of Schedule 1 of the Deed shall be competent by Extraordinary Resolution:-

- (i) to sanction any modification, alteration or addition to the provisions of the Deed which shall be agreed by the Trustee and the Manager as provided in Clause 40 of the Deed to the extent that such modification, alteration or addition affects the Holders of the relevant Sub-Fund;
- (ii) to sanction a supplemental deed increasing the maximum permitted percentage of the Management Fee or the Trustee's Fee or any other fees in relation to the relevant Sub-Fund or the maximum permitted percentage;
- (iii) to terminate the relevant Sub-Fund as provided in Clause 37(E) of the Deed or Section 295 of the Securities and Futures Act;
- (iv) to sanction a scheme of reconstruction whether by way of amalgamation, merger or dissolution of any of the Sub-Funds under the Scheme in so far as the amalgamation, merger or dissolution affects the Holders of that Sub-Fund; and
- (v) to sanction such other matters as may be proposed by the Manager or the Trustee,

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but shall not have any further or other powers.

- (C) A meeting of the Holders of Units of any Class of a Sub-Fund duly convened and held in accordance with the provisions of Schedule 1 of the Deed shall be competent by Extraordinary Resolution:-
- (i) to sanction any modification, alteration or addition to the provisions of the Deed which shall be agreed by the Trustee and the Manager as provided in Clause 40 of the Deed to the extent that such modification, alteration or addition affects the Holders of Units of the relevant Class of the relevant Sub-Fund;
 - (ii) to terminate the part of the Sub-Fund attributable to that Class of Units as provided in Clause 37(E) of the Deed or section 295 of the Securities and Futures Act;
 - (iii) to sanction a supplemental deed increasing the maximum permitted percentage of the Management Fee or the Trustee's Fee or any other fees in relation to the Units of the relevant Class of the relevant Sub-Fund or the maximum permitted percentage;
 - (iv) to sanction a scheme of reconstruction whether by way of amalgamation, merger or dissolution of any of the Classes under the relevant Sub-Fund in so far as the amalgamation, merger or dissolution affects the Holders of that Class; and
 - (v) to sanction such other matters as may be proposed by the Manager or the Trustee,

but shall not have any further or other powers.

22.2 Termination of the Scheme and Sub-Funds

The Deed provides that:

- (A) Either the Trustee or the Manager may in its absolute discretion terminate the Scheme or any Sub-Fund or any Class by not less than six (6) months' notice in writing to the other given so as to expire at the end of the Accounting Period current at the end of each fifteen (15) year period commencing from the date of the Deed. Either the Trustee or the Manager shall be entitled by notice in writing as aforesaid to make the continuation of the Scheme or any Sub-Fund or any Class beyond any such date conditional on the revision to its satisfaction at least three (3) months before the relevant date of its remuneration under the Deed. In the event that the Scheme or any Sub-Fund or any Class is terminated or discontinued the Manager shall give notice thereof to all Holders not less than three (3) months in advance. Subject

as aforesaid the Scheme or any Sub-Fund or any Class shall continue until terminated in the manner hereinafter provided in sub-paragraphs (B) to (E).

- (B) Subject to Section 295 of the Securities and Futures Act, the Scheme or any Sub-Fund or any Class may be terminated by the Trustee by notice in writing as hereinafter provided in any of the following events, namely:
- (i) if the Manager 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 or judicial manager is appointed in respect of the Manager or any of its assets or if any encumbrancer shall take possession of any of its assets or if it shall cease business;
 - (ii) if any law shall be passed or any direction is given by the relevant authority which renders it illegal or in the opinion of the Trustee impracticable or inadvisable to continue the Scheme, Sub-Fund or Class (as the case may be);
 - (iii) if the Manager shall have failed to appoint a new trustee within the period of three months from the date of the Trustee expressing in writing to the Manager its desire to retire the within the terms of Clause 34 of the Deed; and
 - (iv) if, the Trustee is unable to find a new manager, within the period of three months from the date of the Trustee expressing in writing that the Trustee deems it strictly necessary to protect the interests of the Holders due to serious wrongdoing on the part of the Manager to remove the Manager pursuant to Clause 35 of the Deed.

The decision of the Trustee in any of the events specified in this paragraph 22.2(B) shall be final and binding upon all the parties concerned but the Trustee shall be under no liability on account of any failure to terminate the Scheme, Sub-Fund or Class (as the case may be) pursuant to this paragraph or otherwise. The Manager shall accept the decision of the Trustee and relieve the Trustee of any liability to it therefor and hold it harmless from any claims whatsoever on its part for damages or for any other relief.

- (C) The Scheme or any Sub-Fund or Class may be terminated by the Manager in its absolute discretion by notice in writing as hereinafter provided:-

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- (i) on the third anniversary of the date of the Deed or on any date thereafter if on such date the aggregate Net Asset Value of the relevant Sub-Fund or any Class shall be less than \$5,000,000;
 - (ii) if any law shall be passed or any direction is given by the relevant authority which renders it illegal or in the opinion of the Manager impracticable or inadvisable to continue the Scheme, Sub-Fund or Class (as the case may be); or
 - (iii) in the event of the amalgamation, reconstruction, reorganisation, dissolution, merger or consolidation of any of the Sub-Funds or such other fund(s) managed by the Manager Provided That the resulting merged fund shall have substantially the same objectives as the relevant Sub-Fund.
- (D) The party terminating the Scheme or any Sub-Fund or Class shall give notice thereof to the other party and all Holders in the manner provided in the Deed and by such notice fix the date at which such termination is to take effect, which date shall not be less than one (1) month after the service of such notice. The Manager shall give written notice of the termination of the Scheme or Sub-Fund (as the case may be) to the Authority at least 7 days before termination (or such other period as the Authority may require).
- (E) The Scheme or any Sub-Fund or Class may at any time after three (3) years from the date of the Deed be terminated by Extraordinary Resolution of a meeting of the Holders of all the Sub-Funds or Classes or of the relevant Sub-Fund or Class, as the case may be, duly convened and held in accordance with the provisions contained in Schedule 1 of the Deed and such termination shall take effect from the date on which the Extraordinary Resolution is passed or such later date (if any) as the Extraordinary Resolution may provide.

22.3 Valuation

- (A) Save as otherwise expressly provided in the Deed, and subject always to the provisions of the Code, the value of any Investment comprising assets in the Legg Mason Singapore Opportunities Trust which is:-
- (i) a deposit placed with a bank or other financial institution in Singapore or a bank bill, shall be determined by reference to the face value of such Authorised Investment and the accrued interest thereon for the relevant period;
 - (ii) a unit or share in an open-ended collective investment scheme shall be valued at the latest published or available net asset value per unit or

share, or if no net asset value per unit or share is published or available, then at their latest available realisation price;

- (iii) a Quoted Investment, shall be calculated by reference to the official closing price or last transacted price on such Recognised Exchange; and
- (iv) an Unquoted Investment shall be calculated by reference to (a) the last available price (if any); or (b) prices quoted by such persons, firm or institutions determined by the Managers to be making a market in that investment at the close of trading in the relevant market on which the particular Authorised Investment is traded (and if there shall be more than one such market maker then such market maker as the Managers may determine),

Provided That, if the quotations referred to in paragraph 22.3(A)(ii), (iii) or (iv) above are not available, or if the value of Authorised Investments determined in the manner described in (i), (ii), (iii) or (iv) above, in the opinion of the Manager, does not represent a fair value of such Authorised Investments, then the value shall be such fair value as may be determined by the Manager with due care and in good faith with the approval of the Trustee and the Manager shall notify the Holders of such determination if so required by the Trustee and, in determining such fair value, the Manager and the Trustee may rely on quotations for such Authorised Investments on another Recognised Exchange (including any over-the-counter or telephone market of any such other Recognised Exchange and the Manager shall notify the Holders of such determination if so required by the Trustee). For the purpose of this paragraph 22.3(A), the fair value of an Authorised Investment shall be the price that the Scheme or Sub-Fund would reasonably expect to receive on the current sale of the Authorised Investment and shall be in accordance with the Code.

- (B) The value of any Investment comprising assets in the Legg Mason Singapore Dollar Fund which is:-
 - (i) a deposit placed with a bank or other financial institution in Singapore or a bank bill, shall be determined by reference to the face value of such Authorised Investments and the accrued interest thereon for the relevant period;
 - (ii) a unit or share in an open-ended collective investment scheme shall be valued at the latest published or available net asset value per unit or

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share, or if no net asset value per unit or share is published or available, then at their latest available realisation price;

- (iii) a money market instrument or debt security shall be valued by using the amortised cost method of valuation whereby the relevant security is valued at its cost of acquisition adjusted for amortisation of premium or accretions of discount on the security; and
- (iv) an Unquoted Investment (other than any deposit or bank bill or unit or share in an open-ended collective investment scheme or money market instrument or debt security referred to in paragraphs (i), (ii) and (iii) above), shall be calculated by reference to the average of prices quoted by such persons, firms or institutions determined by the Manager to be dealing or making a market in that investment at the close of trading in the relevant market on which the particular Authorised Investment is traded. However, if such price quotations are not available, value shall be determined by reference to the face value of such Authorised Investments, the prevailing term structure of interest rates, the term to maturity and the accrued interest thereon for the relevant period.

Provided That, if the quotation referred to in paragraph 22.3(B)(ii) above is not available, or if the value of Authorised Investments determined in the manner described in (i), (ii), (iii) or (iv) above, in the opinion of the Manager, does not represent a fair value of such Authorised Investments, then the value shall be such fair value as may be determined by the Manager with due care and in good faith with the approval of the Trustee and the Manager shall notify the Holders of such determination if so required by the Trustee and, in determining such fair value, the Manager and the Trustee may rely on quotations for such Authorised Investments on another Recognised Exchange (including any over-the-counter or telephone market of any such other Recognised Exchange and the Manager shall notify the Holders of such determination if so required by the Trustee). For the purpose of this paragraph 22.3(B), the fair value of an Authorised Investment shall be the price that the Scheme or Sub-Fund would reasonably expect to receive on the current sale of the Authorised Investment and shall be in accordance with the Code.

In exercising in good faith the discretion given by the proviso in paragraphs 22.3(A) and 22.3(B) above, the Manager shall not, subject to the provisions of the Code, assume any liability towards the Scheme and/or Holders, and the Trustee shall not be under any liability, in accepting the opinion of the Manager

or otherwise, notwithstanding that the facts may subsequently be shown to have been different from those assumed by the Manager.

No change to the method of determining value pursuant to this paragraph 22.3 shall be made without the prior approval of the Trustee, who shall determine whether Holders should be informed of the change.

22.4 The Deed also includes (among others) provisions relating to the following matters:

The rights of Holders. These include the right to conduct meetings of Holders and to transfer Units held by them.

Meeting of Holders. Meetings can be convened and conducted in accordance with the provisions contained in the Deed.

Transfer of Units. A Holder may transfer Units in the manner stated in the Deed but Units purchased with SRS monies and CPF monies are not transferable unless otherwise permitted by the relevant authorities.

Investment Restrictions. Investments by the Sub-Funds are subject to the investment and borrowing restrictions stated in the Deed.

Investors should read the Deed for further details relating to the Scheme and the Sub-Funds.

The Deed is a legal document which sets out the rights, responsibilities and obligations of the Manager, Trustee and Holders. The provisions of the Deed are binding on each Holder and all persons claiming through Holders, as if each of them were a party to the Deed.

Investors may wish to inspect a copy of the Deed at the business office of the Manager at 1 George Street, #23-02, Singapore 049145, during usual business hours.

If an investor is in any doubt regarding the contents of this Prospectus, he/she should contact the Manager at (65) 6536 8000 or consult his/her solicitor, financial adviser or other professional adviser.

APPENDIX 1

LEGG MASON SINGAPORE DOLLAR FUND

This Appendix sets out the fund details of the Legg Mason Singapore Dollar Fund.

1. Investment objective, focus and approach

The investment objective of the Sub-Fund is to invest as a money market fund, in Singapore Dollar denominated money market instruments and debt securities to achieve a return above short-term cash deposit whilst managing liquidity and risk to preserve capital. Such money market instruments and debt securities include bank certificates of deposits, fixed deposits, money market securities, Singapore government and statutory board securities and corporate bonds. This Sub-Fund shall generally conduct its investments in accordance with the money market funds investment guidelines set out in Appendix 3 of the Code.

The Sub-Fund does not intend to invest in derivatives.

The Sub-Fund will invest in Singapore Dollar denominated money market instruments and debt securities taking into account macro economic factors, interest rate trends, industry trends and bond specific factors.

2. Fees and charges

2.1 The fees and charges payable in relation to the Sub-Fund are set out below:

Payable by investors	Current Fee	Maximum Fee in the Deed
Preliminary Charge	Nil	5%
Realisation Charge	Nil	5%

Payable to the Manager and the Trustee	Current Fee	Maximum Fee in the Deed
Annual Management Fee	0.50% p.a. for class A Units 0.25% p.a. for class B Units	1% p.a. for class A Units 0.5% p.a. for class B Units
Annual Trustee's Fee	The Annual Trustee's Fee is currently being borne by the Manager	0.25% p.a. (subject always to a minimum of S\$15,000 p.a.)

2.2 The Manager's approved distributors or agents 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 distributors or agents think fit.

2.3 Other charges and expenses are payable out of the Sub-Fund in accordance with the provisions of the Deed.

3. Performance of the Sub-Fund

Class A Units

3.1 The performance of the class A Units of the Sub-Fund and its benchmark (as of 30 September 2009) is shown in the table below:

	1 Year	3 Years	5 Years	Since Inception ³
Class A Units ¹	0.57%	1.42%	1.46%	1.27%
1-month Singapore Inter-Bank Bid Rate Average ²	0.24%	1.38%	1.73%	1.37%

Notes:

1. Source: Legg Mason. Performance calculation of the class A Units of the Sub-Fund is based on NAV to NAV (single pricing basis taking into account Preliminary Charge and Realisation Charge) with net dividends reinvested, Singapore Dollars. Return presented for a period exceeding one year is on an average annual compounded basis. "Since Inception" figures are calculated from the first full month of investment.
2. Source: Legg Mason. Performance calculation of the benchmark is based on NAV to NAV with dividends re-invested, Singapore Dollars. "Since Inception" figures are calculated from the first full month of investment.
3. Inception date of the class A Units is 28 June 2002.
4. Past performance of the class A Units of the Sub-Fund is not necessarily indicative of its future performance.

3.2 Expense ratio

The expense ratio of the class A Units of the Sub-Fund (calculated in accordance with the guidelines issued by the Investment Management Association of Singapore ("IMAS") on the disclosure of expense ratios and based on figures in the Sub-Fund's latest audited accounts) for the financial period ended 31 March 2009 is 0.54% (annualised). The following expenses (where applicable) are excluded from the calculation of the expense ratio:

- (a) interest expense;
- (b) brokerage and other transaction costs;

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- (c) foreign exchange gains and losses;
- (d) front or back-end loads arising from the purchase or sale of a foreign unit trust or mutual fund;
- (e) tax deducted at source or arising from income received; and
- (f) dividends and other distributions paid to Holders.

3.3 Turnover Ratio

The turnover ratio of the class A Units of the Sub-Fund (calculated based on the lesser of purchases or sales expressed as a percentage over average net asset value, i.e. average daily net asset value) for the financial period ended 31 March 2009 is 229.64%.

Class B Units

- 3.4** The performance of the class B Units of the Sub-Fund and its benchmark (as of 30 September 2009) is shown in the table below:

	1 Year	3 Years	5 Years	Since Inception ³
Class B Units ¹	0.82%	1.68%	1.72%	1.64%
1-month Singapore Inter-Bank Bid Rate Average ²	0.24%	1.38%	1.73%	1.43%

Notes:

1. Source: Legg Mason. Performance calculation of the Sub-Fund is based on NAV to NAV (single pricing basis taking into account Preliminary Charge and Realisation Charge) with net dividends reinvested, Singapore Dollars. Return presented for a period exceeding one year is on an average annual compounded basis. "Since Inception" figures are calculated from the first full month of investment.
2. Source: Legg Mason. Performance calculation of the benchmark is based on NAV to NAV with dividends re-invested, Singapore Dollars. "Since Inception" figures are calculated from the first full month of investment.
3. Inception date of the class B Units is 17 April 2000.
4. Past performance of the class B Units of the Sub-Fund is not necessarily indicative of its future performance.

3.5 Expense ratio

The expense ratio of the class B Units of the Sub-Fund (calculated in accordance with the guidelines issued by the Investment Management Association of Singapore (“**IMAS**”) on the disclosure of expense ratios and based on figures in the Sub-Fund’s latest audited accounts) for the financial period ended 31 March 2009 is 0.27% (annualised). The following expenses (where applicable) are excluded from the calculation of the expense ratio:

- (a) interest expense;
- (b) brokerage and other transaction costs;
- (c) foreign exchange gains and losses;
- (d) front or back-end loads arising from the purchase or sale of a foreign unit trust or mutual fund;
- (e) tax deducted at source or arising from income received; and
- (f) dividends and other distributions paid to Holders.

3.6 Turnover Ratio

The turnover ratio for the class B Units of the Sub-Fund (calculated based on the lesser of purchases or sales expressed as a percentage over average net asset value, i.e. average daily net asset value) for the financial period ended 31 March 2009 is 229.64%.

APPENDIX 2

LEGG MASON SINGAPORE OPPORTUNITIES TRUST

This Appendix sets out the fund details of the Legg Mason Singapore Opportunities Trust.

1. Investment objective, focus and approach

The Sub-Fund's investment objective is to achieve medium to long term capital appreciation by investing at least 70% of its total asset value in securities issued by companies connected to Singapore through incorporation, domicile, listing or other economic interest. The Sub-Fund may invest in financial derivative instruments, but only for efficient portfolio management and hedging purposes.

The Manager views Singapore as dynamic, high-growth and rapidly expanding. The Manager believes that a combination of rapid market expansion and recent consolidation of the sell-side community has resulted in a growing section of the market being under-researched. The Manager has found that large-cap stocks have extensive coverage from the sell side community while mid-cap stocks and small-cap stocks are under-covered by the sell-side community. As a result, the Manager's strategy when investing in large-cap stocks is to use a systematic, thematic approach in information gathering and analysis to capture periodic market mis-pricing in the large cap stock areas where there are sufficient market signals and data points available. By contrast, the Manager intends to devote more of its internal research resources to seek out and analyse mid-cap and small-cap stocks where opportunities for significant securities mis-pricing are more abundant.

For temporary defensive purposes, the Sub-Fund may invest in short-term debt securities issued or guaranteed by national governments located globally; short-term corporate debt securities including freely transferable promissory notes, debentures, bonds (including zero coupon bonds), convertible and non-convertible notes, commercial paper, certificates of deposits, and bankers acceptances issued by industrial, utility, finance, commercial banking or bank holding company organizations, mortgage-backed securities (including collateralised debt obligations) and asset-backed securities. The Sub-Fund will only invest in debt securities that are rated at least Investment Grade by a NRSRO. In addition, the Sub-Fund may hold cash reserves, when necessary, for anticipated securities purchases, redemptions or temporarily during periods when the Manager believes prevailing market conditions call for a defensive posture. **If the Sub-Fund invests substantially in such investments, it may not be pursuing its principal investment strategies and may not achieve its investment objective.**

2. Fees and charges

2.1 The fees and charges payable in relation to the Sub-Fund are set out below:

Payable by investors	Current Fee	Maximum Fee in the Deed
Preliminary Charge	Up to a maximum of 5% (in respect of cash and SRS subscriptions) and up to a maximum of 3% (in respect of CPF subscriptions)	5%
Realisation Charge	Nil	5%

Payable to the Manager and the Trustee	Current Fee	Maximum Fee in the Deed
Annual Management Fee*	1.5% p.a. for class A Units	2.0% p.a. for class A Units
Annual Trustee's Fee	0.1% p.a. of NAV for the first S\$10 million, 0.05% p.a. of NAV on the balance (subject always to a minimum of S\$15,000 p.a.)	0.25% p.a. (subject always to a minimum of S\$15,000 p.a.)

*The current annual management fee payable for class I is up to 1.5% p.a. and the maximum fee under the Deed for class I is 2.0% p.a.. It is currently intended for the annual management fee for class I Units to be paid by the investor and not out of the deposited property attributable to the class I Units. The actual annual management fee paid by an investor will be subject to agreement between that investor and the Manager provided that such fee shall not exceed the maximum fee provided in the Deed. The Manager reserves the right at any time to differentiate between investors as to the amount of annual management fee payable and to charge the annual management fee out of the deposited property attributable to the class I Units.

- 2.2 The Manager's approved distributors or agents 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 distributors or agents think fit.
- 2.3 Other charges and expenses are payable out of the Sub-Fund in accordance with the provisions of the Deed.

3. Performance of the Sub-Fund

Class A Units

- 3.1 The performance of the class A Units of the Sub-Fund and its benchmark (as of 30 September 2009) is shown in the table below:

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	1 Year	Since Inception ³
Class A Units ¹	19.35%	-19.95%
MSCI Singapore Index ²	15.21%	-10.29%

Notes:

1. Source: Lipper. Performance calculation of the class A Units of the Sub-Fund is based on NAV to NAV (single pricing basis taking into account Preliminary Charge and Realisation Charge) with net dividends reinvested, Singapore Dollars. Return presented for a period exceeding one year is on an average annual compounded basis.
2. Source: Legg Mason. Performance calculation of the benchmark is based on NAV to NAV with dividends re-invested, Singapore Dollars.
3. Inception date of the class A Units is 3 December 2007.
4. Past performance of the class A Units of the Sub-Fund is not necessarily indicative of its future performance.

3.2 Expense ratio

The expense ratio of the class A Units of the Sub-Fund (calculated in accordance with the guidelines issued by the Investment Management Association of Singapore ("IMAS") on the disclosure of expense ratios and based on figures in the Sub-Fund's latest audited accounts) for the financial period ended 31 March 2009 is 1.94% (annualised). The following expenses (where applicable) are excluded from the calculation of the expense ratio:

- (a) interest expense;
- (b) brokerage and other transaction costs;
- (c) foreign exchange gains and losses;
- (d) front or back-end loads arising from the purchase or sale of a foreign unit trust or mutual fund;
- (e) tax deducted at source or arising from income received; and
- (f) dividends and other distributions paid to Holders.

3.3 Turnover Ratio

The turnover ratio of the class A Units of the Sub-Fund (calculated based on the lesser of purchases or sales expressed as a percentage over average net asset value, i.e. average daily net asset value) for the financial period ended 31 March 2009 is 55.80%.

Class I Units

3.4 The performance of the class I Units of the Sub-Fund and its benchmark (as of 30 September 2009) is shown in the table below:

	1 Year	Since Inception ³
Class I Units ¹	21.07%	-21.36%
MSCI Singapore Index ²	15.21%	-13.91%

Notes:

1. Source: Lipper. Performance calculation of the class I Units of the Sub-Fund is based on NAV to NAV (single pricing basis taking into account Preliminary Charge and Realisation Charge) with net dividends reinvested, Singapore Dollars. Return presented for a period exceeding one year is on an average annual compounded basis.
2. Source: Legg Mason. Performance calculation of the benchmark is based on NAV to NAV with dividends re-invested, Singapore Dollars.
3. Inception date of the class I Units is 31 October 2007.
4. Past performance of the class I Units of the Sub-Fund is not necessarily indicative of its future performance.

3.4 Expense ratio

The expense ratio of the class I Units of the Sub-Fund (calculated in accordance with the guidelines issued by the Investment Management Association of Singapore ("IMAS") on the disclosure of expense ratios and based on figures in the Sub-Fund's latest audited accounts) for the financial period ended 31 March 2009 is 0.44% (annualised). The following expenses are excluded from the calculation of the expense ratio:

- (a) interest expense;
- (b) brokerage and other transaction costs;
- (c) foreign exchange gains and losses;
- (d) front or back-end loads arising from the purchase or sale of a foreign unit trust or mutual fund;
- (e) tax deducted at source or arising from income received; and
- (f) dividends and other distributions paid to Holders.

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3.5 Turnover Ratio

The turnover ratio of the class I Units of the Sub-Fund (calculated based on the lesser of purchases or sales expressed as a percentage over average net asset value, i.e. average daily net asset value) for the financial period ended 31 March 2009 is 55.80%.

4. **Securities Lending**

The Manager currently does not intend to engage in securities lending. However, should the Manager decide to engage in securities lending for the Sub-Fund, any securities lending will be made in compliance with all applicable laws and regulations relating to securities lending.

5. **Investment Restrictions and Borrowing Limits**

The Manager will ensure compliance with any investment and borrowing restrictions set out in Appendix 1 of the Code. In addition, for so long as the Sub-Fund is included under the CPF Investment Scheme, the Manager will ensure compliance with the CPF Investment Guidelines issued by the CPF Board on 15 September 2003, as the same may be modified, amended or supplemented from time to time.

6. **Risk management and compliance procedures and controls**

The Manager will attempt to minimise the risks relating to the use of financial derivatives through careful selection of reputable counterparties and constant monitoring of the Sub-Fund's derivatives positions.

The Manager's portfolio risk management philosophy encompasses the whole investment process from formulation to implementation. Risk management and performance analysis is an integral part of the Manager's investment process. The risks are quantified and broken down into its components through tools employed by the Manager and monitored closely. The results are disseminated to the portfolio manager of the Sub-Fund and depending on deviation, escalated to the senior management of the Manager.

Additionally, all open positions / exposures in derivative instruments will be marked to market at a frequency at least equal to the frequency of the net asset value calculation of the Sub-Fund. The exposure of the Sub-Fund to financial derivatives shall not exceed 100% of the deposited property of the Sub-Fund at any time (or such other percentage as may be allowed under the Code).

The Manager has the requisite expertise, experience and quantitative tools to control and manage such investment risks relating to the use of derivative instruments and will ensure that the risk management and compliance procedures and controls adopted are adequate.

GLOSSARY OF TERMS

- Accounting Date** means the 31st day of March or such other date as the Manager and the Trustee may agree upon giving not less than 30 days' notice to Holders or (in the case of the final Accounting Period) the date on which the monies required for the distribution in respect of that period shall have been determined by the Manager.
- Accounting Period** means the period ending on and including an Accounting Date and commencing from the commencement of the Scheme or from the end of the preceding Accounting Period (as the case may require).
- Authorised Investments**
- (a) any Quoted Investment;
 - (b) any Investment in respect of which application for listing or for permission to deal has been made to a Recognised 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 Manager and the Trustee) or in respect of which the Manager is satisfied that the subscriptions or other transactions will be cancelled if the application is refused;
 - (c) any Unquoted Investment;
 - (d) any Investment denominated in any currency;
 - (e) the currency of any country or any contract for the spot purchase or sale of any such currency or for hedging purposes, any foreign exchange transaction or any forward contract of such currency; and
 - (f) any other Investment not covered by paragraphs (a) to (e) above of this definition but selected by the Manager for investment of the Deposited Property of the relevant Sub-Fund and approved by the Trustee

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Provided that in the case of the Legg Mason Singapore Dollar Fund, the Authorised Investments shall not include any investment not otherwise approved under Appendix 3 of the Code and Provided in the case of the Legg Mason Singapore Opportunities Trust, for so long as the Legg Mason Singapore Opportunities Trust is a CPFIS Included Fund, the Authorised Investments shall not include any investment not for the time being approved by the relevant authorities for the purposes of unit trust schemes included as CPFIS Included Funds under the CPFIS Regulations.

Authority	the Monetary Authority of Singapore.
Business Day	in relation to the Legg Mason Singapore Dollar Fund and the Legg Mason Singapore Opportunities Trust, any day (other than Saturday and Sunday) which is a banking business day in Singapore or any other day as the Manager and the Trustee may agree in writing.
Cash Assets	cash on current account and time deposits of up to 12 months.
class A Units	Units designated as class A Units.
class B Units	Units designated as class B Units.
class I Units	Units designated as class I Units.
Code	the Code on Collective Investment Schemes issued by the Authority pursuant to the Securities and Futures Act, as the same may be modified, amended or supplemented from time to time.
CPF	the Central Provident Fund.
CPFIS	the CPF Investment Scheme (as defined in the CPFIS Regulations) or such other scheme as shall replace or supersede the CPF Investment Scheme.
CPFIS Included Fund	means a unit trust included under the CPFIS by the CPF Board for investment by members of the CPF.

CPFIS Regulations	the Central Provident Fund (Investment Schemes) Regulations and the terms and conditions for fund management companies included under the CPFIS from time to time issued by the CPF Board or other relevant competent authority thereunder, as the same may be modified, amended, supplemented, re-enacted or reconstituted from time to time.
Dealing Day	every Business Day, or such Business Day or Business Days at such intervals as the Manager may from time to time determine with the approval of the Trustee provided that reasonable notice of any such determination shall be given by the Manager to Holders at such time and in such manner as the Trustee may approve. If on any day which would otherwise be a Dealing Day in relation to the Units of any particular Sub-Fund, the Recognised Exchange on which Investments or other property comprised in, and having in aggregate values amounting to at least 50 per cent. of the Net Asset Value of that Sub-Fund (as at the immediately preceding Valuation Point) are quoted, listed or dealt in is not open for normal trading, the Manager may determine that that day shall not be a Dealing Day.
Deposited Property	all of the assets for the time being comprised in the relevant Sub-Fund or deemed to be held upon the trusts of the Deed for account of the relevant Sub-Fund.
Fiscal Charges	all stamp and other duties, taxes, governmental charges, brokerage, bank charges, transfer fees, registration fees and other duties and charges whether in connection with the constitution of the Deposited Property or the increase of the Deposited Property or the creation, issue, sale, exchange or purchase of Units in the Sub-Fund or the sale or purchase of Authorised Investments of the Sub-Fund 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 commission payable to agents on sales and repurchases of Units of the Sub-Fund.
Holder	in relation to a Unit means the person for the time being entered in the Register as the holder of that Unit and, where the context requires, includes persons so entered as Joint Holders (as defined in the Deed).

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Investment	any share, stock, note, bond, debenture, debenture stock, loan, loan stock, fixed or floating rate instrument and security, commercial paper, repurchase agreement, certificate of deposit, bankers' acceptance, deposit at call or for term with any bank or finance company or financial institution or company (such company being approved by the Trustee), promissory note, treasury bill, unit or sub-unit of a unit trust scheme, participation in a mutual fund, warrant, option, forward contract, securities futures and stock index futures, other futures and derivatives or other security which may be selected by the Manager for the purpose of investment of the Deposited Property of any Sub-Fund or which may for the time being form part thereof, whether (as the case may be) issued by private or public entities, of indefinite tenure or short or long tenure, sold at a discount or at a premium, bearing fixed or variable returns, secured or unsecured or convertible or non-convertible.
Investment Grade	means securities rated BBB or higher by Standard & Poor's, Baa or higher by Moody's, BBB or higher by Fitch, those carrying a comparable rating issued by another NRSRO, or un-rated securities as determined by the Investment Manager of the Underlying Sub-Fund to be of comparable quality.
Issue Price	the issue price of Units of each Sub-Fund on each Dealing Day shall be the price per Unit ascertained in the manner stipulated in this Prospectus.
Management Fee	the remuneration of the Manager, being a percentage of the Value of the Deposited Property, which shall not exceed the maximum fee stipulated in this Prospectus.
Net Asset Value	the net asset value of that Sub-Fund or, as the context may require, of a Unit of such Sub-Fund, determined in accordance with the provisions of the Deed.
Non-Cash Assets	all assets that are not Cash Assets.
NRSRO	Nationally Recognised Statistical Rating Organisation, including, but not limited to, Moody's, Standard & Poor's and Fitch.
OTC	over-the-counter.

Preliminary Charge	a charge upon the issue of Units of the amount that the Manager may from time to time determine generally or in relation to any specific transaction for that Sub-Fund, being a percentage of the investment sum and shall not exceed the maximum charge as stipulated in this Prospectus.
Quoted Investment	any Investment which is listed, quoted or dealt in on any Recognised Exchange.
Realisation Charge	a charge upon the realisation of a Unit of such amount as the Manager may from time to time determine generally or in relation to any specific transaction for that Sub-Fund, being a percentage of the Realisation Price per Unit, which shall not exceed the maximum stipulated in this Prospectus.
Realisation Price	the realisation price of Units of the Sub-Fund on each Dealing Day shall be the price per Unit ascertained in the manner stipulated in this Prospectus.
Recognised Exchange	any exchange of good repute and in relation to any particular Investment shall be deemed to include any organised exchange, and any government securities market, and any responsible market maker and authorised dealer in the market in which the Investment is traded and any over-the-counter or electronic or telephone market of good repute, open to the public or a substantial number of market participants and on which Investments are regularly traded, and any responsible firm, corporation or association in any part of the world dealing in the Investment and any responsible mutual fund or subsidiary thereof or unit trust scheme issuing and redeeming participations or units (as the case may be) so as to provide in the opinion of the Manager with the approval of the Trustee a satisfactory market for the Investment.
Register	the register of Holders of each Sub-Fund.
Relevant Parties	the Manager, the Trustee, the relevant authorities and any person to whom the Manager's approved distributors deem it necessary to give, divulge or reveal information about the investor's bank account for the purpose of an application for Units through the Internet.

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Singapore Dollar, Singapore Dollars and S\$	the lawful currency of the Republic of Singapore.
SRS	the scheme referred to by the Ministry of Finance as the Supplementary Retirement Scheme or any other scheme as shall replace or supersede it from time to time.
SRS Account	an account opened by an investor with a participating branch of a designated SRS Operator for the purpose of an investment under the SRS and "SRS Accounts" shall be construed accordingly.
SRS Operator	any of the designated banks as appointed by the Ministry of Finance from time to time to operate SRS Accounts.
Trustee's Fee	the remuneration of the Trustee, being a percentage of the Value of the Deposited Property, which shall not exceed the maximum fee stipulated in this Prospectus.
U.S. Dollar, U.S. Dollars and US\$	the lawful currency of the U.S..
U.S. Person	<p>in accordance with Regulation S of the U.S. Securities Act of 1933 as amended (the "Act"), means:</p> <ul style="list-style-type: none"> (a) any natural person resident in the U.S.; (b) any partnership or corporation organised or incorporated under the laws of the U.S.; (c) any estate of which any executor or administrator is a U.S. person; (d) any trust of which any trustee is a U.S. person; (e) any agency or branch of a foreign entity located in the U.S.; (f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person; (g) 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 U.S.; or

- (h) any partnership or corporation if:
 - (i) organised or incorporated under the laws of any non-U.S. jurisdiction; and
 - (ii) formed by a U.S. Person principally for the purpose of investing in securities not registered under the Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the Act) who are not natural persons, estates or trusts.

Notwithstanding the provisions of the definition referred to above:

- (A) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. Person by a dealer or other professional fiduciary organised, incorporated, or (if an individual) resident in the U.S. shall not be deemed a U.S. Person;
- (B) any estate of which any professional fiduciary acting as executor or administrator is a U.S. Person shall not be deemed a U.S. Person if:
 - (i) an executor or administrator of the estate who is not a U.S. Person has sole or shared investment discretion with respect to the assets of the estate; and
 - (ii) the estate is governed by non-U.S. law;
- (C) any trust of which any professional fiduciary acting as trustee is a U.S. Person shall not be deemed a U.S. Person if a trustee who is not a U.S. 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 U.S. Person;
- (D) an employee benefit plan established and administered in accordance with the law of a country other than the U.S. and customary practices and documentation of that country shall not be deemed a U.S. Person; and

Prospectus

- (E) any agency or branch of a U.S. Person located outside the U.S. shall not be deemed a U.S. Person if:
 - (i) the agency or branch operates for valid business reasons; and
 - (ii) 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.

Unit an undivided share in the Deposited Property or the portion of the Deposited Property attributable to the Sub-Fund (as the case may be); which includes a fraction of a Unit rounded to such number of decimal places as provided in this Prospectus.

Underlying Entity means a unit trust scheme, mutual fund, investment corporation, collective investment scheme or other comparable scheme from time to time determined by the Manager with the approval of the Trustee and where necessary, the approval of the relevant authorities pursuant to Clause 18(B) of the Deed and reference to "Underlying Entities" shall be construed accordingly.

Unquoted Investment any Investment that is not quoted, listed or dealt in on any Recognised Exchange.

Valuation Point 12.00 p.m. Singapore time two Business Days immediately following the relevant Dealing Day or such other time as the Manager may from time to time determine with the approval of the Trustee and the Manager shall notify the Holders of any change if so required by the Trustee.

LEGG MASON FUNDS
LEGG MASON SINGAPORE DOLLAR FUND
LEGG MASON SINGAPORE OPPORTUNITIES TRUST
Directors of The Manager

Signed:

Patrick Tan Keng Sin
Director (Executive)

Signed:

Yong Siew Hoon
Director (Executive)

Signed:

Lim Hong Heng Lennie
Director (Executive)

Signed:

Terence Andrew Johnson
Director

Signed:

Thomas John Hirschmann
Director

Signed:

Joseph Patrick LaRocque
Director

LEGG MASON
GLOBAL ASSET MANAGEMENT

Issued by Legg Mason Asset Management Singapore Pte. Limited
(Registration no. (UEN): 200007942R)