

CAPITA

FINANCIAL GROUP

The Castleton Growth Fund

Simplified Prospectus
Issued 9 May 2008

Introduction

This Simplified Prospectus contains key information in relation to The Castleton Growth Fund ('the Company' or 'the Fund'), which is an Open Ended Investment Company ('OEIC').

This is an important document which you should read and understand prior to making an investment. You should retain it for future reference.

Legal structure

The Company is an authorised collective investment scheme as defined in the Financial Services and Markets Act 2000. It is an open-ended investment company established as a 'UCITS Scheme' being compliant with the 'COLL Sourcebook' published by the Financial Services Authority ('FSA'). The Company is an investment company with variable capital which is authorised and regulated by the Financial Services Authority and was incorporated in England and Wales (IC000452) on 16 June 2006.

Unless otherwise defined, the terms in this Simplified Prospectus shall have the same meaning as in the full Prospectus.

All documentation will be provided in English and the base currency of the Fund is Sterling.

Authorised Corporate Director ('ACD')

Capita Financial Managers Limited ('CFM')
(Authorised and regulated by the Financial Services Authority)

Registered Office: 4th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7HH

Telephone: 0207 556 8800
Fax: 0207 556 8850
E-mail: enquiries@capitafinancial.co.uk

Administration Office

2 The Boulevard
City West One Office Park
Gelderd Road
Leeds
LS12 6NT

Telephone: 0845 922 0044 (local call rates)
Fax: 0113 224 6001

Depositary

ABN AMRO Mellon Global Securities Services B.V.
(Authorised by the Dutch Central Bank
(De Nederlandsche Bank) and regulated by both
De Nederlandsche Bank and the
Financial Services Authority)

Mellon Financial Centre
160 Queen Victoria Street
London
EC4V 4LA

Investment Adviser

Barmac Asset Management Limited
(Authorised and regulated by the
Financial Services Authority)

27a Lidget Hill
Pudsey
Leeds
LS28 7LG

Administrator and Registrar

Capita Financial Administrators Limited
(Authorised and regulated by the
Financial Services Authority)

4th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7HH

Marketing

Barmac Asset Management Limited
(Authorised and regulated by the
Financial Services Authority)

27a Lidget Hill
Pudsey
Leeds
LS28 7LG

Auditors

HLB Vantis Plc
82 St John Street
London
EC1M 4JN

What is an OEIC?

An open ended investment company ('OEIC') is a company which manages an investment fund or funds.

You can participate in a fund by buying shares in the fund. It is an 'open-ended fund' which means the fund gets bigger and more shares are created as more people invest in the fund. When investors withdraw their money from the fund the fund shrinks as shares are cancelled. When you invest in an OEIC, your money is pooled with that of other investors in the fund. With the money invested in the OEIC, the investment adviser will select and buy shares or other securities, to hold in the fund.

The price of the shares that you buy is based on the value of the investments in which the OEIC has invested, and therefore will fluctuate accordingly.

What are the investment objectives?

The Castleton Growth Fund

The Fund aims to achieve positive returns by combining capital growth with the generation of some income.

The Fund will invest in, but is not restricted to, UK and overseas transferable securities, investment trusts, exchange traded funds and units in collective investment schemes. At any one time the portfolio may be concentrated in any one or a combination of such assets as permitted under COLL. The Fund may at any one time hold a substantial proportion of its assets in cash, near cash or money market instruments, and in exceptional circumstances, up to 100% of the Scheme Property of this Fund may be invested in this way. Accordingly, investors should be aware that the Fund might not under such circumstances participate fully in a rise in market values of the asset classes the Fund would otherwise invest in.

Subject to the investment objective and policy of the Fund as set out above, the asset classes in which the Fund is permitted to invest includes transferable securities, units in collective investment schemes, money market instruments, government and public securities, cash and near cash, warrants and deposits as permitted for UCITS schemes and in accordance with the Company's investment powers as summarised in this Prospectus. The Fund may also invest in derivative instruments and forward transactions for the purpose of hedging.

Limitations on types of investments

General

The property of the Fund may be invested in eligible securities markets where transferable securities admitted to official listing are dealt in or traded. A full list of the countries in which the Fund may invest together with the limitations by type of investment can be found in the full Prospectus.

Use of derivatives – hedging

The Fund may employ certain financial derivative instruments, but solely for the purpose of hedging (sometimes known as Efficient Portfolio Management ('EPM')), with the aim of reducing the risk profile of a fund. The Fund may enter into approved derivatives transactions on eligible derivatives markets as detailed in the full Prospectus.

What is the performance benchmark?

The benchmark by which the performance of the Castleton Growth Fund is measured is LIBOR plus 1% per annum (see page 5).

Who should invest in this Fund?

The Fund may be suitable for investors who are prepared to risk money in stock markets, put capital at risk and are willing to invest over the medium to long term (5 years).

The Fund may be suitable for investors wishing to achieve defined investment objectives by investing through collective investment schemes.

If you are uncertain whether this product is suitable for you, please contact a financial adviser.

What happens to the income from my investment?

At the date of this Simplified Prospectus, income shares only are in issue, where net income is distributed to investors on the 31 October in each year, provided sufficient income is available.

Risk Factors

What are the general risks involved in investing in this Fund?

Any stock market investment involves risk. Some of these risks are general, which means that they apply to all investments. Others are specific, which means that they apply to individual funds. Before you decide to invest, it is important to understand these risks.

Investment in collective schemes should only be considered for the medium to longer term (i.e. five years minimum).

If you are unsure, please seek professional advice from a financial adviser.

Market fluctuations

The value of investments and the income derived from them may fall as well as rise and investors may not get back the amount originally invested and may lose money. There is no assurance that the investment objective of the Fund will actually be achieved.

The entire market of a particular asset class or geographical sector may fall, having a more pronounced effect on funds heavily invested in that asset class or region.

Effect of initial charge

Where an initial charge is imposed, an investor who realises his shares may not (even in the absence of a fall in the value of the relevant investments) realise the amount originally invested.

Tax

Tax laws currently in place may change in the future which could affect the value of your investments. See the section headed 'Taxation' in this Simplified Prospectus regarding further details in respect of the taxation of the Fund.

Inflation risk

Returns will depend on the Fund's growth, interest rates and the effects of inflation over time.

Performance risk

There will be a variation in performance between funds with similar objectives due to the different assets selected. The degree of investment risk depends on the risk profile of the Fund you choose.

Custody

There may be a risk of a loss where the assets of the Fund are held in custody that could result from insolvency, negligence or fraudulent action of the custodian or sub-custodian.

What are the specific risks involved in investing in this Fund?

The Fund's investment objectives are listed above. The specific risks labelled below may also apply to your investment. Please note that these risks may be more relevant to some investors than others depending on their personal circumstances. Details of all risks can be found in the full Prospectus.

Currency exchange rates

Funds investing in overseas securities are exposed to, and can hold, currencies other than pounds sterling. As a result, exchange rate movements may cause the value of investments to decrease or increase.

Credit and fixed interest security

- Fixed interest securities are particularly affected by trends in interest rates and inflation. If interest rates go up, the value of capital may fall, and vice versa. Inflation will also decrease the real value of capital.
- The value of a fixed interest security will fall in the event of the default or reduced credit rating of the issuer. Generally, the higher the rate of interest, the higher the perceived credit risk of the issuer. High yield bonds with lower credit ratings (also known as sub-investment grade bonds) are potentially more risky (higher credit risk) than investment grade bonds. A sub-investment grade bond has a Standard & Poor's credit rating of below BBB or equivalent.

Higher volatility and concentrated portfolios

The Fund may also simply hold a limited number of investments. Should one or more of those investments decline or be otherwise adversely affected, it may have a more pronounced effect on the Fund's value than if a larger number of investments were held. This may lead to a high turnover of stocks in the Fund.

Risk Factors

Investment Trusts

- The Fund may invest in investment trusts. These are public limited companies quoted on the London Stock Exchange. The price of their shares depends on supply and demand and is not necessarily the same as the value of the underlying assets per share. It may be higher 'at a premium' or lower 'at a discount'. The discount and premium varies continuously and represents an additional measure of risk and reward. Gearing – investment trusts can borrow money, which can then be used to make further investments. In a rising market, this 'gearing' can enhance returns to shareholders. Correspondingly, if the market falls, losses will also be multiplied. Hence the level of gearing needs to be carefully judged and monitored to produce a benefit.
- Investment trusts may invest in hedge funds, structured products and quoted private equity funds to the extent that these are allowed by the Regulations. These types of investments may carry the risk of derivative investment.

Liquidity

The investments of the Fund may not always be readily realisable and their marketability may be restricted.

Smaller companies

Investment in smaller companies can be higher risk than investment in well established blue chip companies. Funds investing significantly in smaller companies can be subject to more volatility due to the limited marketability of the underlying asset.

Derivatives for investment purposes

Derivatives are used by the Fund for Efficient Portfolio Management (EPM). The Fund however is not expected to have high volatility, due to the investments held and the investment techniques employed by the Investment Adviser.

OTC Derivatives

The Company may invest in over-the-counter derivative contracts ('OTC Derivative') in order to track or give exposure to the investment performance of the Index.

Warrants

Whilst warrants may be utilised for the management of investment risk they can also be volatile. A warrant allows within a subscribed period the right to apply for shares, debentures, loan stock or government securities from the issuer of the underlying security. A small movement in the price of the underlying security results in a disproportionately large movement, favourable or unfavourable in the price of the warrant. Therefore the larger the fund holding in warrants the larger the risk of volatility.

Emerging Markets

- Emerging markets tend to be more volatile than more established stock markets and therefore your money is at greater risk. Risk factors such as political and economic conditions should also be considered.
- The reliability of trading and settlement systems in some emerging markets may not be equal to that available in more developed markets, which may result in delays in realising investments within the funds. A Counterparty may not pay or deliver on time or as expected.
- Lack of liquidity or efficiency in certain stock markets or foreign exchange markets in certain emerging markets may mean that from time to time the Investment Manager may experience more difficulty in purchasing or selling holdings of securities than it would in a more developed market.

Performance Information

Please note that all performance information is at 31 December 2007. For more up-to-date performance information, please contact the ACD or alternatively the investment manager Barmac Asset Management Limited on 0113 395 5323 or via their website: www.barmacuk.com.

Past performance* for each Fund is displayed in two ways:

1. Annual returns are displayed as a bar chart for each of the last 10 full consecutive years, i.e. from 1 January to 31 December for each year up to 31 December 2007. If the Fund has been running for less than 10 years, but more than 1 year, the annual returns are shown for as many years as are available.
2. Cumulative returns are displayed as a bar chart for the last 10 full consecutive years, i.e. from 1 January 1998 up to 31 December 2007. If the Fund has been running for less than 10 years, but more than 1 year, the cumulative returns are shown for as many years as are available.

The Castleton Growth Fund

This performance information is net of tax and charges but does not include the effect of any preliminary charge that may be paid on the purchase of an investment (compared to benchmark).

Past performance is no indication of future performance.

*For past performance, please see Appendix.

Charges and Expenses

What will I pay for my investment?

The Fund will have a single price at which the shares are bought and sold back to the ACD. The shares in the Fund can be bought and sold at a price based on the value of the total assets of the Fund, minus its liabilities. This is known as the Net Asset Value, or NAV, of the Fund. The value of one share is the total NAV divided by the number of shares in issue. This is calculated each business day at 10.00 am. Your investment is subject to the following charges:

A preliminary charge – Each time you make an investment into a fund the investment incurs a charge of 5.5%. This 'initial charge' for the Fund is illustrated as a percentage '%' of your investment.

An annual management charge (AMC) – An AMC or 'periodic charge' of 1.75% is taken from the income of the Fund. It is illustrated as a percentage '%' of the NAV of the Fund.

Performance fee – In addition to the Annual Management Charge there is a performance related fee that is payable in the event of the net asset value per share of the Fund out-performing a benchmark. The benchmark is LIBOR +1%. LIBOR is the London Inter-Bank Offer Rate and is the interest rate at which banks borrow funds in the London Inter-Bank market. The performance related fee is accrued daily on the basis of the performance of the net asset value (after allowance for all fees and charges) relative to the LIBOR. This is reflected in the daily price. The accrual adjusts daily to reflect the level of growth (if any) achieved. In the event of negative performance no performance fee will be payable and the daily accrual will be nil.

Further information and examples relating to performance fees can be found in the full Prospectus.

A redemption or exit charge – The full Prospectus contains a provision entitling the ACD to deduct a charge on redemption of shares out of the proceeds of redemption. Currently the ACD makes no such deduction.

Dilution levy – Investors should note that in certain circumstances a dilution levy may be applied. The need to charge a dilution levy will depend on the volume of shares being created or redeemed and whether, in the opinion of the ACD, it will have an adverse affect on existing or remaining investors. Currently the ACD charges a dilution levy of up to 0.5% if the net effect of a series of transactions increases or decreases the Fund's assets by more than 5%. Effective 13 July 2008, a dilution levy will be charged when the Fund's assets increase or decrease by more than 1%. However, the ACD reserves the right to charge a dilution levy in any circumstances where it is of the opinion that it is in the interests of investors to do so.

The dilution levy, where applicable, is calculated by reference to the costs of dealing in the underlying investments of the relevant Fund, including any dealing spreads, commission and transfer taxes. See full Prospectus for further details.

We will not increase our charges without giving at least 60 days' notice to investors.

Where a Fund may invest in other authorised collective investment schemes, these funds will also have charges, which will indirectly affect your investment. These are a preliminary and annual management charges. The underlying funds will also incur additional attributable expenses similar to those mentioned below.

How do charges and expenses affect your investment?

The tables in the Appendix are examples which show the effects of the total charges on what you might get back on your investment.

The effect on an investment of £1,000 assuming growth of 6% a year is set out in the Appendix*. These figures are not guaranteed and serve only to demonstrate the effect of charges and expenses on an investment. What you get back will depend on how your investment grows. You could get back more or less than the figures shown. Investments held within an ISA may achieve a higher growth rate than those held outside such products because of their tax benefits. Please remember that inflation will reduce what you can buy in the future with the amount shown. Dealing costs are not included. All figures are estimated.

*For Reductions in Yield/Effects of Deduction rates please see Appendix.

Charges and Expenses

What are the other charges?

The Total Expense Ratio ('TER')* is the annual percentage reduction in investor returns that would result from largely fixed operating costs (annual management charge, administration fees, audit fees etc) if the markets were to remain flat and the Fund's portfolios were to be held and not traded during a period.

The TER for the Fund is based on the Net Asset Value ('NAV') of the Fund. The TER shows the annual operating expenses of the scheme – it does not include transaction expenses. In the case of funds, where 10% or more of the fund is invested in other collective investment schemes, a 'synthetic' TER is used to reflect the charges and expenses of the underlying funds. All funds registered in the European Union highlight the TER to help you compare the annual operating expenses of different schemes.

For full details of the dealing commission arrangements, refer to the full Prospectus.

*For TER rates please see Appendix.

What are dealing costs and Portfolio Turnover Rate ('PTR')?

There are costs associated with buying and selling shares that include broker commission and government stamp duty, currently 0.5% on the purchase of shares. The PTR* represents the percentage of the Fund's portfolio that is bought and sold over a 12 month period. If the PTR is high, the costs incurred may have a higher impact on your investment. At the same time, active management may mean that changing investments increases the performance of the Fund sufficiently to outweigh these costs.

*For PTR rates please see Appendix.

Taxation

The following summary of certain relevant taxation provisions is based on current law and practice and does not constitute legal or tax advice. It does not purport to deal with all the tax consequences applicable to the Fund or to all categories of investors, some of whom may be subject to special rules. Investors and potential investors are advised to consult their professional advisers concerning possible taxation or other consequences of purchasing, holding, selling, converting, or otherwise disposing of the shares under the laws of their country of incorporation, establishment, citizenship, residence or domicile and in light of their particular circumstances.

The Fund is exempt from UK tax on capital gains made on internal transactions but is liable to Corporation Tax at the lower rate of income tax (20%) on its income, other than dividends from UK companies, less its expenses of management. Investors may have a liability for tax when shares are sold.

Non UK-Resident

If you are resident outside of the United Kingdom you should consult a professional adviser as an investment into may not be suitable for you and may have implications relating to the subscribing for, purchasing, holding, switching or disposing of Shares under the laws of the jurisdiction in which you may be subject to tax.

How much tax will I pay?

The rates of any relief from taxation depend on your own personal circumstances and are likely to vary over time. The information given below is based on our understanding of current HM Revenue & Customs practice. It summarises the position of individual investors who are UK resident. If you are unclear of your own tax position you should take professional advice.

One of the factors that will affect your tax position is whether your distribution comes from interest or from dividends i.e. from bond funds or equity funds. In the case of the Fund distribution comes from dividends.

Capital gains tax

If your realised gains from all investments do not exceed the capital gains tax exemption (£9,600 for 2008/2009 tax year), you will not pay any capital gains tax. Any realised gains over this exemption will be taxed at your marginal rate of income tax, except in those cases where your investment falls within an ISA wrapper.

Income tax

Distributions, whether they are paid out or accumulated, are treated as income for tax purposes.

Dividend distributions (Equity Funds) – These carry a tax credit of 10%. Non-taxpayers can no longer reclaim this credit. If you are a lower or basic rate taxpayer, you will not pay any further tax. Higher rate taxpayers will be liable to income tax on their grossed up dividend income at the rate of 32.5% but may offset the 10% tax credit against this. Higher rate taxpayers will therefore be liable to pay income tax equivalent to a rate of 25% of their net receipt.

Please see the taxation section in the full Prospectus for further details.

What is Stamp Duty Reserve Tax ('SDRT')?

HM Treasury requires a 0.5% SDRT to be applied to redemptions, transfers or switching of shares on the Fund's register. Investments in non UK equities and holdings in UK funds, which are themselves subject to SDRT, are exempt.

It is the ACD's current policy to meet the cost of SDRT directly from the Funds' assets, however, there may be exceptions to this, and the policy could change in the future. Further information can be found in the full Prospectus.

Is this an appropriate investment?

If you are in any doubt as to the suitability of the Fund you should consult your independent financial adviser to obtain personal advice.

What are the benefits of investing in the Fund?

- You obtain a wide diversification of risk as your money is pooled with that of other investors to purchase a portfolio more broadly based than would otherwise be possible for the same size of investment.
- Your money is managed by a professional fund manager who has access to a wide range of research and resources enabling investments to be chosen that are appropriate to meet the objectives of the Fund.

How do I buy, sell shares?

Except during periods of temporary suspension, the ACD will accept orders for the purchase and sale of shares on normal business days between 9.00 am and 5.30 pm. Non ISA shares may be bought and sold by providing the ACD with instructions, either in writing or through the order line on 0845 608 1451. If you wish to invest into an ISA you must complete the appropriate application form. Shares held within an ISA can be sold by providing written instructions to CFM.

Orders are transacted at the next available valuation point after receipt of your instruction. No interest will be paid prior to investment. Payment for share purchases must be received by the ACD not later than the day following the valuation point. Shares that have not been paid for will not be sold. Sale proceeds will be sent no later than four business days after receipt of the correctly renounced documentation or the sale date, whichever is the later.

Instructions to issue or redeem shares may be either in writing or by telephone. To confirm the transaction, a contract note or allocation letter will be issued by close of business on the next business day after the dealing date. Certificates will not be issued.

Instructions in writing should be sent to:

Dealing Department
Capita Financial Managers Limited
2 The Boulevard
City West One Office Park
Gelderd Road
Leeds
LS12 6NT

Tel: +44 (0)845 608 1451

How much do I need to invest?

The minimum lump sum investment amount for shares in the Fund is £1,000. Lower amounts may be determined by the ACD at its absolute discretion.

The minimum holding is £1,000. The minimum holding requirement may be waived upon application to the ACD. Provided the minimum holding is maintained there is no minimum number of shares which may be bought or sold subsequently.

You may invest into a stocks and shares ISA (the maximum investment is £7,200). We do not offer a cash ISA plan.

Can I make regular savings?

We offer a savings plan allowing you to make monthly payments directly into the fund and accumulate your share holdings over a period of time. By making regular savings you may benefit from 'pound cost averaging', buying more shares when prices are low and fewer shares when prices are high. On opening a savings plan CFM require your first contribution to be made by cheque. Subsequent savings plan contributions will be collected by direct debit on the 6th day of each month, and investments made at the next valuation point. The Monthly Saving Plan allows investors to save as little as £100 per month. Investments made via a savings plan will be acknowledged in writing. There is no minimum term for savings plan participation and contributions may be suspended or stopped by giving written instructions.

How much will advice cost?

If you seek advice your adviser will be entitled to initial commission of up to 3.5% of the amount invested in the shares of the Fund. For example, if you invest £1,000 your adviser will be paid up to £35.

In addition, for as long as you hold your investment your adviser will be entitled to trail commission of up to 0.65% based on the net asset value of your holding in the Fund.

If your Financial Adviser is charging a fee instead of receiving commission, he or she will provide you with details relating to the cost of their advice.

Can I change my mind?

Although you are always entitled to change your mind, if you invest directly into the Fund using our telephone dealing service or postal application you will not be entitled to cancellation rights. If you have invested via a financial adviser you may be entitled to cancellation rights within 14 days of receiving your notification of cancellation, provided you return it to us within the 14 days. This will depend on the service you receive from your financial adviser. We will then return your investment to you, although if the value of your investment has fallen by the time we receive your cancellation form, we will deduct an amount equal to the fall in value before returning it to you.

Where can I find out how my investment is doing?

The prices of shares in the Fund will be published daily on the following websites, www.barmacuk.com and www.fundlistings.com. These prices are also available on the Investment Management Association website, www.investmentuk.org.

When will I receive a report on my investment?

You will receive a short report informing you of the progress of your investment twice a year; these reports will be mailed to you on or before 31 October and 28 February each year. Long form reports are available on request from the ACD.

Where can I obtain additional information?

Copies of the full Prospectus, the latest annual and half yearly reports can be obtained free of charge from the ACD.

Requests for additional information may be made in writing to the ACD or by telephone during the hours of 9.00 am and 5.30 pm to:

+44 (0)207 556 8800

We may record telephone conversations to offer you additional security, resolve complaints and improve our service standards. Conversations may also be monitored for staff training purposes.

What happens to my investment on death?

Shares in the Fund form part of your estate on death and, on production of the Death Certificate and the Grant of Probate or Letters of Administration, can be sold or re-registered in the names of the Executors or Administrators of the Estate or a beneficiary, or in the names of the surviving investors.

Are there any compensation arrangements?

The ACD is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if the ACD cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most types of investment business are covered for 100% of the first £30,000 and 90% of the next £20,000, so the maximum compensation is £48,000. Further information about compensation arrangements is available by contacting the following:

Financial Services Compensation Scheme

7th Floor
Lloyds Chambers
Portsofen Street
London
E1 8BN.

Telephone: 0207 892 7300

How do I make a complaint?

If you have any queries or complaints about the operation of the Fund please address them in the first instance to the ACD or the Depositary. In the unlikely event that you do not receive a satisfactory response you may direct complaints to:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

How does the Data Protection Act impact on me?

Your details may be forwarded to the Investment Manager, in order for them to send periodic information to you. If you do not wish to receive this information, you should tick the 'opt out' box on the application form. Alternatively, you may advise us in writing, by writing to:

Capita Financial Managers Limited
Freepost LON15628
London
EC3B 3BR

What are Money Laundering Regulations?

To comply with Money Laundering Regulations, we may require you to supply evidence of identity and address and or may validate these details against any database (public or other) to which we may have access. We will retain a record if such an enquiry is made. If you do not want your details validated against a database, please tick the 'opt-out' box on the application form.

What is the European Savings Directive?

The EU Council Directive 2003/48/EC on taxation of savings income came into force on 1 July 2005. Member States of the European Union ('Member States') are required to provide to the tax authorities of other Member States details of payments of interest and other similar income paid by a person who is a 'paying agent' to an Individual (or certain entities) resident in another Member State. Austria, Belgium and Luxembourg will apply a withholding tax for a transitional period, unless during such period they elect otherwise. For a collective investment scheme income may include distributions or dividends whether paid or accumulated, together with income arising as result of the sale or redemption of shares. Investors resident in prescribed territories outside of the EU may also be included in the exchange of information. Information on these territories can be obtained from HM Revenue & Customs or your professional adviser.

What is the governing law?

Any contract or relationship entered into with the ACD will be governed by the laws of England and Wales and will be subject to the exclusive jurisdiction of the English courts.

How do I contact the FSA?

The FSA can be contacted at:

Financial Services Authority
25 The North Colonnade
Canary Wharf
London
E14 5HS

UK: 0845 606 1234 (local call rates)
Overseas: +44(0)207 066 1000
Website: www.fsa.gov.uk

ISA Investors

What is an ISA Account?

An ISA is an account that acts as a 'wrapper' to your investment, making the investment a tax efficient way to invest money. The value of tax savings and eligibility to invest in an ISA will depend upon individual circumstances; tax rules may change in the future.

When in any tax year, interest is paid or credited in respect of a cash deposit held in a stocks and shares ISA account, no relief from tax shall apply to such interest.

To qualify for an ISA, investors must be aged 18 years or over and UK resident for tax purposes, which includes members of the armed forces, the Foreign Office and Crown Employees working overseas, and their spouses or civil partners.

What is an Account?

An account is a scheme of investment, to which an individual who is a qualifying individual may subscribe, and in respect of which the following conditions must be fulfilled:

- (a) the account is set up as a stocks and shares account or a cash account; and
- (b) a qualifying individual who is 18 years of age or over may only subscribe to a single stocks and shares account in a particular year.

The overall subscription limit for the tax year 08/09 is £7,200.

Within the subscription limit the investor may subscribe up to £3,600 in this tax year in to a cash account.

Accordingly by way of illustration, the investor may subscribe in the 08/09 tax year:

- (a) £3,600 to a cash account and £3,600 to a stocks and shares account; or
- (b) £2,000 to a cash account and £5,200 to a stocks and shares account; or
- (c) Nil to a cash account and £7,200 to a stocks and shares account.

What type of Account do we offer?

You may invest up to £7,200 in a Stocks and Shares Account (our Account is a stocks and shares account, we do not offer a cash account) in any one tax year.

What are the benefits of holding the Fund in an ISA Account?

All income and capital growth generated within an ISA account is free of personal liability to UK Income Tax and Capital Gains Tax. The value of tax savings and eligibility to invest in an ISA account will depend on individual circumstances and all tax rules may change in the future.

An account can be opened simply by completing the appropriate ISA application form. You can transfer any previous year's ISA Account(s) that you hold with other Account Managers to the Fund's ISA Account without losing your tax benefits.

How can I transfer an existing ISA Account to the Fund?

Previous year's subscriptions to a cash account and/or stocks and shares accounts may be transferred to our Stocks and Shares Account by completing our ISA Account application form and the ISA Transfer Authority. There may be a potential for loss of income and growth, following a rise or fall in the markets whilst the transfer is in progress.

The current tax year's subscriptions may only be transferred as a whole and whether from a cash account or stocks and shares account only to our Stocks and Shares Account. You can transfer previous tax year subscriptions in whole or in part.

Can I transfer my existing ISA Account with you to another Account Manager?

You can transfer all of your account to another Account Manager by completing a transfer form that they will supply to you. We will correspond with the new account manager and sell your investment at the next valuation point following receipt of their instruction; we will then forward the proceeds directly to the new account manager. There may be a potential for loss of income and growth, following a rise or fall in the markets whilst the transfer is in progress.

You may transfer only the whole of the current tax year's subscriptions to another stocks and shares account manager. You can transfer previous tax year subscriptions in whole or in part.

TABLES, CHARTS AND GRAPHS
EFFECTS OF DEDUCTIONS/REDUCTION IN YIELD
The Castleton Growth Fund – income shares

At end of year	Investment to date	Effect of deductions to date	What you might get back
	£	£	£
1	1,000	£77	£984
3	1,000	£129	£1,068
5	1,000	£190	£1,159
10	1,000	£400	£1,422

The last line in the table shows that over 10 years, the effect of the total charges and expenses could amount to £400. Putting it another way, this would have the same effect as bringing investment growth from 6% a year down to 3.6%.

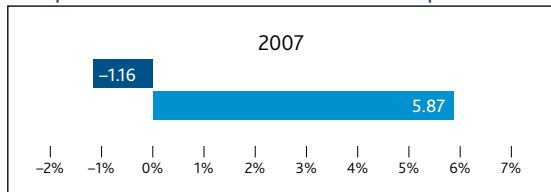
The above table assumes that no withdrawals are made and that income is reinvested.

*Performance may be further affected by performance fees, for further information see Performance Fees under the Charges and Expenses section.

PAST PERFORMANCE

The Castleton Growth Fund - income shares

Past performance is no indication of future performance.



- Castleton Growth
- LIBOR 3 Month + 1%

Percentage annual/cumulative performance, income shares, (total return), based on Lipper data.

TOTAL EXPENSE RATIO ('TER')

The Castleton Growth Fund – income shares

Fund	TER (%)
The Castleton Growth Fund	1.91

These expenses are normally paid from a Fund's income and will only be taken from capital if there is not enough income to cover them. Previous TERs (where appropriate) can be obtained from the ACD.

PORTFOLIO TURNOVER RATE ('PTR')

The Castleton Growth Fund – income shares

$$\frac{(\text{Purchases of securities} + \text{Sale of securities}) - (\text{Subscription of shares} + \text{Redemption of shares})}{(\text{Average fund value over 12 months})} \times 100$$

Fund	PTR (%)
The Castleton Growth Fund	160.47

These are the terms and conditions ('Terms and Conditions') on which Capita Financial Managers Limited ('CFM') conducts designated investment business.

CFM is authorised and regulated by the Financial Services Authority ('FSA'), FSA Register No. 119197. The main business of CFM is the operation of collective investment schemes (including ISA management). Further information may be obtained from the FSA Register by visiting the FSA website <http://www.fsa.gov.uk/register>, by telephoning 0845 606 1234 or by writing to the FSA at 25 The North Colonnade, Canary Wharf, London, E14 5HS.

Please read these Terms and Conditions carefully. They replace any terms and conditions which you may have previously entered into with CFM.

1 Definitions and interpretation

In these Terms and Conditions, the following words and expressions have the meanings set out below (unless the context otherwise requires):

Account the client account which we open for each ISA investor;

Anti-Money Laundering Requirements means the Proceeds of Crime Act 2002, the Money Laundering Regulations 2007 and the Terrorism Act 2000, the Senior Management Systems and Controls Sourcebook and any other applicable anti-money laundering legislation, regulations, rules or guidelines;

Applicable Law means all applicable laws and regulations of the United Kingdom;

Application Form the application form to be completed and signed by a person wishing to open an ISA;

Associate has the meaning ascribed to it in the FSA Rules;

Business Day means a day (other than a Saturday or a Sunday) on which the London Stock Exchange is open for general business in London, England;

CFM, we or us means Capita Financial Managers Limited, a company registered in England No. 1146888, whose registered office is Beaufort House, 15 St Botolph Street, London, EC3A 7HH;

FSA means the Financial Services Authority, whose current address is 25 The North Colonnade, Canary Wharf, London E14 5HS;

FSA Rules the FSA Statements of Principle and the rules published by the FSA from time to time;

FSMA means the Financial Services and Markets Act 2000;

ISA means an individual savings account within the meaning of the ISA Regulations;

ISA Regulations means the Individual Savings account Regulations 1998;

Qualifying Individual means an individual who is 18 years of age or over and resident and ordinarily resident in the United Kingdom. Crown employees and their spouses/civil partners who are not resident in the United Kingdom may also qualify under the ISA Regulations;

Share means a share (of any class) in an open ended investment company operated or administered by CFM;

Unit means a unit (of any class) in an authorised unit trust managed by CFM; and

you or investor means means a person who invests in financial products provided by CFM.

References to a 'clause' means a clause of these Terms and Conditions. References to legislation, regulations, orders or rules shall mean such legislation, regulations, orders or rules, as amended from time to time or any re-enactment or replacement legislation, regulations, orders or rules, from time to time. Clause headings are for convenience only and do not affect the interpretation of these Terms and Conditions.

2 Applications

- 2.1 To comply with Anti-Money Laundering Requirements, we may be required to verify the identity of our customers. The provision of any services to you is subject to satisfactory completion of our verification process and our acceptance of your application.
- 2.2 You authorise us to make credit reference, identity (including searching the electoral roll), fraud and other such searches and enquiries that may be necessary for these purposes. The credit reference agency may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. You also authorise us to undertake further similar searches at regular intervals. A record of the search will be retained. You may also be required to provide additional information.
Capita may ask you to supply evidence of your identity and your address.
In addition, these details may be validated against any database (public or other) to which we may have access and a record will be retained should we do so.
Should we require you to provide evidence of your identity and address then we will ask you to provide either original or certified copy documents which are personal to you and which will enable Capita to fulfil its regulatory obligations. Where original documents are provided, these will be copied for Capita's sole record-keeping purposes and the originals will be returned to you.
Please note that in certain circumstances we reserve the right to withhold redemption proceeds until we receive satisfactory proof of identity.
- 2.3 You confirm that all information you provide to us will be accurate and up-to-date and agree to inform us of any changes to the information.
- 2.4 Applications and instructions may be sent to us as described in the Application Form or the relevant Prospectus. In respect of an ISA, you can only apply in writing using the Application Form. Application Forms can also be downloaded using the following fund search tool: www.capitafinancial.co.uk/investor/searchfundslis.asp.
- 2.5 ISA applications (if applicable) can only be made in the name of a single investor. For other investments, all joint investors must sign the Application Form and all references in these Terms and Conditions to 'you' or an 'investor' apply to each joint investor individually.
- 2.6 Unless otherwise agreed by us, investors must be over 18 years of age and resident in the United Kingdom. If you are resident outside of the United Kingdom, you must satisfy yourself that under your local law you are eligible to apply for and hold the relevant investment (see also clause 3.1).
- 2.7 You can authorise another person to act on your behalf by signing a third party mandate or a Power of Attorney (in a form acceptable to CFM). For joint investments, all joint investors must sign. If you authorise another person to act on your behalf, you will be responsible for their actions or omissions as if they were your own.
- 2.8 Strictly all applications must be made by the investor. However, CFM in its absolute discretion may accept an application (or transfer application) made by an investor's legal representative where the investor is not able to complete the Application Form by reason of mental disorder, incapacity, physical disability, illness or old age. The appointed person must provide the formal document authorising the person to act on behalf of the investor and any other documentation reasonably requested by us.

3 ISA subscriptions (if applicable)

- 3.1 If you are a Qualifying Individual:
 - (a) you will have an ISA investment allowance of £7,200 in any tax year; and
 - (b) you will have the right to invest in up to two ISAs in any tax year – one cash ISA and one stocks and shares ISA. However please note that CFM only offers a stocks and shares ISA. You may transfer your existing stocks and shares ISA to CFM.
- 3.2 When you appoint CFM to manage your stocks and shares ISA, CFM will manage it in accordance with these Terms and Conditions, your Application Form and the ISA Regulations. Your account will be invested in UK authorised unit trusts or open ended investment companies managed by CFM. CFM does not charge extra fees for managing your ISA.
- 3.3 You may invest in your stocks and shares ISA in either of the following ways:
 - (a) by lump-sum payment (and subsequent top-up payments) during any one tax year; or
 - (b) by monthly direct debit, in which case an ISA account will be opened for the current tax year and each successive tax year until you notify us otherwise.
- 3.4 All payments by you must be in the currency of the investment, made without deduction, withholding, set-off or counterclaim and free of all encumbrances. We will not accept payments from third parties unless we are satisfied that the funds are owned by you. We reserve the right to request verification of the source of funds before accepting them and, until such time, the relevant amount shall be treated as unpaid. We may, in our discretion, choose to deal before receipt of cleared funds from you. In such case, if cleared funds are not received from you within five Business Days of receipt of your Application Form or other instruction, we may sell or realise the relevant investment without further notice to you in order to meet any liabilities which we may have incurred on your behalf. In the event of such a sale or realisation, we shall be entitled to transfer such investments to such persons as we shall specify and, recover any shortfall from you.
- 3.5 Subject to clause 3.4, Shares and Units are bought and sold at the next valuation point following receipt of a signed Application Form or instruction.
- 3.6 You are responsible for ensuring that you do not exceed the ISA investment limits in any tax year (taking into account any other ISAs you have for that tax year from another provider). Amounts invested and then withdrawn may not be re-invested and any ISA allowance which is not used in any tax year may not be carried forward to subsequent years.

4 How we deal with you

- 4.1 For the purposes of the FSA Rules, we will classify you as a 'Retail Customer'.
- 4.2 We will never provide you with any investment, trading, tax or financial advice. Nothing in these Terms and Conditions should be taken as a recommendation to buy, sell or hold shares in any company or other investments. You should rely on your own judgment when deciding whether or not to enter into any transaction or seek advice from an appropriate independent adviser.
- 4.3 For your ISA (if applicable):
 - (a) you authorise CFM to undertake any functions required of an account Manager under the ISA Regulations on your behalf and to hold your cash subscription, ISA investments, interest, dividends and any other rights or proceeds in respect of those investments and any other cash;
 - (b) you must at all times be a Qualifying Individual and agree to comply with the ISA Regulations. If at any time you cease to be a Qualifying Individual, you must immediately notify us and stop any contributions to your ISA;
 - (c) CFM shall have authority on your behalf to apply to HM Revenue & Customs ('HMRC') to claim any tax relief in respect of the account and to make any other claims for the repayment of, or credit against, tax in respect of the account and will credit any such amounts received to your account. Such claims for payment of tax credits on your behalf will be made by us in accordance with the ISA Regulations; and
 - (d) if CFM becomes aware that you have already subscribed to another stocks and shares ISA in the same tax year, we may automatically close your account and will not be liable to you.
- 4.4 Investments in the account will be beneficially owned by you but will be registered in the name of CFM or its nominee. Share certificates or other documents of title to ISA investments will be held by CFM or its nominee. You must not use your account as security for a loan or otherwise try to grant rights over the account.
- 4.5 Where required by the FSA's client money rules, we will hold money received on your behalf in a designated client bank account, with an approved bank in the United Kingdom. No interest shall be payable to you in respect of such money. We will treat such money as client money in accordance with the FSA's client money rules. The money will not be used by us in any transactions other than as specified in these Terms and Conditions.
Please note that, whilst the cash balance for each investor will be recorded separately, your money will be segregated from our own funds but will be pooled with the funds of other investors. Where a pooling event occurs, such as a default by CFM or our bankers, you will not have a claim against a specific sum of money in a specific account; your claim would be against the client money pool, held by us in general. The funds may then be distributed on a pro rata basis to all investors which could result in each investor receiving less back than that which is held on their behalf before such an event.
- 4.6 You will receive communications issued to shareholders/unitholders (including annual reports and accounts) and we will arrange for you to attend and vote at meetings of shareholders/unitholders.

5 Internet

CFM may make available to you the capability to deal with CFM over the internet or other electronic medium in which case other conditions may apply in addition to these Terms and Conditions.

6 Cancellation Rights

Cancellation rights may be available to you if you have invested as a result of independent financial advice. If you have invested via a financial adviser you may be entitled to cancellation rights within 14 days of receiving your notification of cancellation, provided you return your cancellation instruction to us within the 14 days. We will then return your investment to you less any fall in value your investment may have experienced in the interim. For ISA investors, cancellation rights will only apply to the first payment into your ISA. An ISA subscription cancelled within the said cancellation period does not count as a subscription to an ISA.

7 Withdrawal, Transfer and Termination

7.1 General

You may close or make withdrawals from an account by giving us written instructions, or instructions by any other method deemed acceptable by us. Faxed or emailed instructions will only be accepted with our prior approval. Shares and Units will be sold at the price calculated at the next valuation point.

7.2 Transfer of your ISA (if applicable)

- You may transfer your current tax year's stocks and shares ISA to another ISA manager provided it agrees, by returning the appropriate transfer application form, available from CFM. All investments in the account in respect to the current tax year must be transferred to the new ISA manager and you may not subscribe to the new ISA account until after the transfer has been effected (and provided the subscription limit for the current tax year has not been reached). Your new ISA manager will send you your written request.
- Your instructions will take immediate effect on receipt but will not cancel or amend any instructions you have already sent to us. You may indicate a date by which the transfer is effected (not being less than 7 business days after). We will sell the Shares or Units held in your account and transfer the proceeds and any uninvested cash in your account (or, if agreed by us, transfer your ISA) to the new ISA manager within 30 days (normally within seven business days), subject to the new ISA manager and any particular circumstances which may delay the transfer. There is no penalty or charge for transferring your ISA.

7.3 Termination

- If you want to close your account after the 14 day cancellation period, CFM will require written instructions of this. Your instructions will take immediate effect on receipt but will not cancel or amend any instructions you have already sent to us. CFM will normally pay to you the value of your account within seven Business Days of receipt of your instructions. There is no penalty or charge for closing your account and no notice period is required.
- We may, in our discretion, decide to close your account by giving you 30 days written notice (unless there are circumstances which justify closing the account earlier). For example, we may give you written notice to close your account if it is no longer feasible to continue it because of changes to the ISA Regulations, or if you breach these Terms and Conditions or if by reason of any failure to satisfy the ISA Regulations, your ISA has or will become void. We will not be liable to you for any loss, liability or damage you may suffer if we do close your account.

8 Death of an investor

In the event of your death, any exemption from tax will end immediately. Subject to this CFM will continue to deal with your account in accordance with these Terms and Conditions and will deal with your investments in accordance with the instructions received from your legal personal representative(s) who will become subject to these Terms and Conditions. Your personal representative(s) must provide us with proof of death and of their appointment. Following receipt of proof which is acceptable, CFM will pay the net proceeds of your account to your personal representative(s). Any tax refunds claimed on your behalf after you die will be repaid to HMRC. CFM will provide appropriate statements with regard to the account and any relevant tax certificate to your personal representative(s) in accordance with the ISA Regulations.

9 Limitation of liability and Indemnity

- We will use all reasonable care and skill in the set up and management of your investment.
- We will not be responsible for any failure or delay due to circumstances beyond our reasonable control (including, but not limited to, breakdown, failure or malfunction of any computer systems, telecommunications links, industrial disputes, postal delays, failure of third parties to carry out their obligations, the suspension of trading by any exchange or clearing house, the acts of governmental or regulatory authority (including changes to Applicable Law), the absence of, or inaccuracy in any information provided to us by you or on your behalf, or natural disasters ('Force Majeure')). We will, where possible, take such reasonable steps as we can to bring those circumstances to an end as soon as possible.
- CFM accepts no liability for any type of special, incidental, indirect or consequential damage or loss suffered by you (nor for any loss of profits, opportunity or goodwill).
- You hereby indemnify and hold harmless CFM from and against any and all third-party claims relating to or arising from or in connection with these Terms and Conditions or the transactions contemplated herein, except to the extent such claims are determined to have resulted solely from the negligence, fraud or wilful default of CFM, its employees or agents.
- We will not be liable to the extent that we properly rely on information supplied by you or on your behalf. In particular, CFM will not be liable for any tax or other imposition in respect of any transaction entered into on your behalf.
- Nothing in these Terms and Conditions shall exclude or limit:
 - our liability for death or personal injury resulting from our negligence; or
 - liability for any losses or expenses suffered by you as a direct result of our wilful default or fraud; or
 - any other liability which cannot be excluded or limited by law, including our liability under the FSA Rules and FSMA.

10 Statement and Notices

CFM will send the investor a valuation and transaction report at least twice yearly for each. For specific dates please refer to the Simplified Prospectus. Copies of the annual and half yearly reports will also be issued. CFM will arrange, if you elect, to receive information issued to shareholders and to attend and vote at shareholder meetings.

11 Delegation of functions

- Subject to Applicable Law, CFM may delegate any of these functions or responsibilities under these Terms and Conditions to any person provided that before doing so we satisfy ourselves that such person is competent to carry out those functions and responsibilities.
- On giving you at least 30 days notice, we may appoint an Associate as manager of the account in our place. In such circumstances, that Associated Company will manage the account in accordance with these Terms and Conditions.
- You may not assign any of your rights or obligations in relation to your investments other than in accordance with these Terms and Conditions.

12 Variation/Replacement of these Terms and Conditions

We may, from time to time, make any changes to these Terms and Conditions (including charges and fees). Where possible, we will give you at least 30 days prior notice of any change that could affect your rights against us or liabilities to us. In particular, we may vary these Terms and Conditions for the following reasons:

- to comply with Applicable Law;
- to reflect decisions of the Financial Ombudsman Service;
- to comply with industry guidance and codes of practice;
- to rectify errors, inaccuracies or ambiguities; or to take account of any corporate restructuring within the Capita group of companies; or
- to reflect alterations in the scope and nature of the services provided to you under these Terms and Conditions resulting from the alterations made to our system capabilities or administration procedures.

13 Conflicts of Interest

- You acknowledge and agree that when we (or our agents or delegates) enter into a transaction for you, we may (a) share charges with our affiliated companies and other third parties, or receive and retain remuneration from them in respect of transactions carried out on your behalf. Details of any such remuneration or sharing arrangements are available to you on request (b) be acting as agent or making arrangements for you on your instructions in relation to transactions in which we are also acting for other customers; or (c) be in a position where we have some other material interest in relation to the transaction.
- In accordance with FSA Rules, CFM has in place arrangements, which may be updated from time to time, to manage conflicts of interest that arise between itself and its clients or between its clients. CFM will deal with potential conflicts of interest in accordance with its Conflicts of Interests Policy which provides that it will identify and manage conflicts of interest to ensure fair treatment of all clients and ensure that it acts in the client's best interests. If it is not possible to manage or avoid a potential conflict of interest then Capita Financial Group ('CFG') may seek to disclose the general nature and/or sources of conflict to you before undertaking business for you. CFG will provide full details of the Conflicts of Interest Policy upon receipt of a written request from you.

14 Data Protection

- The Data Protection Act 1998 ('DPA') provides protection to individuals by governing, amongst other things, the way in which personal data is held and used. Individuals are also afforded rights of access to such information held about them. CFM will protect your personal information in accordance with the principles of the DPA.
- You agree that:
 - CFM may keep personal details which you or others have provided to it, and any information we know from running your account or processing orders, on a database and use or disclose such information to carry out the functions described in these Terms and Conditions and/or the Prospectus;
 - CFM may disclose your personal data to a promoter, fund manager, administrator or the depository of the relevant fund(s), or any person with legal, administrative or regulatory power over CFM, or as otherwise consented to in writing by you. In addition, CFM may disclose such personal data to any sub-contractor involved in carrying out functions for us including sub-contractors outside of the EEA in countries which do not have similar protections regarding personal data and its use. However, CFM is committed to protecting the confidentiality and security of personal data it collects and will ensure that such sub-contractor has put in place proper security measures to ensure at least the same level of protection as is required under the DPA; and
 - under the DPA, individuals are entitled, on payment of a fee of £10 currently (inclusive of VAT) to a copy of the information CFM holds about them.

- CFM may transfer or dispose of the personal data to a person to whom it transfers its rights and responsibilities under these Terms and Conditions.

15 Recordings of telephone conversations

To ensure that CFM carries out your instructions accurately, to help CFM continually improve its service and in the interests of security, we may monitor and/or record your telephone calls with CFM. Any recordings remain our sole property.

16 Contracts (Rights of Third Parties) Act 1999

Except as specifically provided in these Terms and Conditions, nothing in these Terms and Conditions shall confer or is intended to confer on any third party any benefit or the right to enforce any terms contained herein under the Contracts (Rights of Third Parties) Act 1999.

17 Complaints

If you have any queries or complaints please write to us in the first instance at Capita Financial Managers Limited ('CFM'), 2 The Boulevard, City West One Office Park, Gelderd Road, Leeds, LS12 6NT. Your complaint will be fully investigated and a full resolution sought. Our complaints procedure is available upon request.

If you are not satisfied, you may also have a right of complaint direct to the Financial Ombudsman Service.

If we cannot meet our obligations, you may be entitled to compensation from the Financial Services Compensation Scheme ('Scheme'). A leaflet with further details is available on request from the Scheme. This depends on the type of business and the circumstances of the claim. Most types of investment business are covered for 100% of the first £30,000 and 90% of the next £20,000, so the maximum compensation is £48,000. These amounts of compensation may change from time to time and you should check your entitlement with the Scheme. Further information about compensation arrangements is available from the Scheme. You can contact the Scheme by calling their Helpline on 0207 892 7300, logging onto their website at www.fscs.org.uk or writing to the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, 1 Portsoken Street, London E1 8BN.

18 General

- If any provisions of these Terms and Conditions is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions in these Terms and Conditions shall continue in full force and effect with the invalid provision eliminated.
- These Terms and Conditions and any disputes arising out of or in connection with them (whether based in contract, tort, breach of statutory duty or regulation or otherwise) are governed by and construed in accordance with English Law and both you and CFM submit to the exclusive jurisdiction of the English Courts.

19 Savings Directive

For investors who are resident outside the United Kingdom for tax purposes, if certain conditions apply, information regarding your investment and any interest paid may be passed to HM Revenue & Customs in order to be passed to other tax authorities. For further information please see the Simplified or Full Prospectus.

Personal Details (Please complete in BLOCK CAPITALS)

Please provide separate details for each joint or designated applicant. Joint applicants must each sign. In the case of joint holders, all payments and correspondence will be sent to the first named holder.

Please note:

ISA accounts can only be set up as individual accounts.

Trusts must be set up in individual's names – designations can be used.

Sole or first named joint applicant

Title (Mr/Mrs/Other) :	Daytime Telephone Number :
Surname :	Nationality :
Forename(s) :	Town & Country of Residence :
Permanent Address :	Place of Birth (Town or City) :
	Country of Birth :
	National Insurance Number :
	or Tax Identification Number* :
Postcode :	<small>*Only if available, not all countries operate a system of Tax Identification Numbers</small>
Existing Account Number (if applicable) :	Please tick here if you do not have a National Insurance Number <input type="checkbox"/>
<p>We are unable to process your application without your date of birth and National Insurance Number (or confirmation that you do not have one). Your National Insurance Number can be found on your payslip, Form P45 or P60, or pension order book.</p>	
<p>If your application is on behalf of a child, please write the child's initials here If your application is on behalf of a trust, please write the designation here</p>	

Second named joint applicant (non-ISA only)

Title (Mr/Mrs/Other) :	Daytime Telephone Number :
Surname :	Nationality :
Forename(s) :	Town & Country of Residence :
Permanent Address :	Place of Birth (Town or City) :
	Country of Birth :
	National Insurance Number :
	or Tax Identification Number* :
Postcode :	<small>*Only if available, not all countries operate a system of Tax Identification Numbers</small>
Existing Account Number (if applicable) :	

Third named joint applicant (non-ISA only)

Title (Mr/Mrs/Other) :	Daytime Telephone Number :
Surname :	Nationality :
Forename(s) :	Town & Country of Residence :
Permanent Address :	Place of Birth (Town or City) :
	Country of Birth :
	National Insurance Number :
	or Tax Identification Number* :
Postcode :	<small>*Only if available, not all countries operate a system of Tax Identification Numbers</small>
Existing Account Number (if applicable) :	

Fourth named joint applicant (non-ISA only)

Title (Mr/Mrs/Other) :	Daytime Telephone Number :
Surname :	Nationality :
Forename(s) :	Town & Country of Residence :
Permanent Address :	Place of Birth (Town or City) :
	Country of Birth :
	National Insurance Number :
	or Tax Identification Number* :
Postcode :	<small>*Only if available, not all countries operate a system of Tax Identification Numbers</small>
Existing Account Number (if applicable) :	

Product Type	Standard	ISA	ISA with Transfer
The Castleton Growth Fund			Amount
Minimum Lump Sum	£1,000	£1,000	£1,000
Investment Amount	£ <input type="text"/>	£ <input type="text"/>	£ <input type="text"/> %
Minimum Regular Savings	£100	£100	
Investment Amount	£ <input type="text"/>	£ <input type="text"/>	

Standard account – standard accounts are non-ISA accounts and must meet the minimum investment levels as specified in the prospectus and simplified prospectus.

ISA – ISA's are subject to regulatory limitations which are explained in the terms and conditions of this application, and the ISA information page of the Simplified Prospectus; ISA maximum limits for 2008/2009 are £7,200.

ISA Transfers – all ISA transfers must include the appropriate transfer authority and authorisation and declaration.

Monthly savings applications should be accompanied by a cheque for your first instalment and the Direct Debit authority.

Direct Debit collections are made on the sixth of each month, or the first working day thereafter, and invested on the next valuation date.

No interest will be paid in the interim.

Your cheque should be made payable to 'Capita Financial Managers Limited'. Lump sum investors may also make direct payments (in Pounds Sterling only) to the following bank account:

Sterling payments only

Barclays Bank Plc, 50 Pall Mall, London SW1Y 5AX

Account : Capita Financial Managers Limited

Account Number : 30290122

Sort Code : 20-67-59

Swift Code : BARCGB22

I agree to opt for quarterly statements.

Please note: This application when accepted by Capita Financial Managers Limited will constitute a binding contract and be evidenced by the issue of a contract note or allocation letter. No other acknowledgement will be issued at the time of application and only in the event of a query will there be further communication.

Data Protection Act: We may forward your details to the Investment Adviser, in order for them to send periodic information to you.

If you do not wish to receive this information, please tick the opt out box.

Declaration: To be completed by all applicants. Please note that ISA Accounts can only be set up as individual accounts.

I/we confirm that I/we have read and understood the information contained in this form and confirm that a copy of the Simplified or Full Prospectus has been supplied to me/us. I/we request and authorise Capita Financial Managers Limited to act in accordance with my/our instructions.

Signature :	<input type="text"/>	Date :	<input type="text"/>	Signature :	<input type="text"/>	Date :	<input type="text"/>
Signature :	<input type="text"/>	Date :	<input type="text"/>	Signature :	<input type="text"/>	Date :	<input type="text"/>

Please complete if you wish to receive income payments (not available for regular savers)

If an income option is taken, income will be distributed as per the fund(s) payment dates. The income will be paid directly to your account by BACS.

If you do not indicate that you want an income paid out to you, we will automatically reinvest your income by purchasing additional shares for you.

To the Manager :	Bank/Building Society :
<input type="text"/>	
Address :	
<input type="text"/>	
<input type="text"/>	Postcode :
<input type="text"/>	
Account Holder Name(s) :	
<input type="text"/>	
Account Number :	<input type="text"/>
Sort Code :	<input type="text"/>

If you have any queries please phone 0845 300 2110. For your protection telephone calls are recorded.
Please send the completed form, together with a cheque made payable to 'Capita Financial Managers Limited' if appropriate, to:
Capita Financial Managers Limited, 2 The Boulevard, City West One Office Park, Gelderd Road, Leeds, LS12 6NT.

I apply to subscribe to a stocks and shares ISA for the tax year 2008/2009 and each subsequent year until further notice.

I declare that:

- all subscriptions made, and to be made, belong to me;
- I am 18 years of age or over;
- I have not subscribed, and will not subscribe, more than £7,200 in total to a cash ISA and a stocks and shares ISA in the same tax year;
- I have not subscribed, and will not subscribe, to another stocks and shares ISA in the same tax year that I subscribe to this stocks and shares ISA;
- I am resident and ordinarily resident in the United Kingdom for tax purposes or, if not so resident, either perform duties which, by virtue of Section 28 of Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom, or I am married to, or in a civil partnership with, a person who performs such duties. I will inform Capita Financial Managers Limited if I cease to be so resident and ordinarily resident or to perform such duties or be married to, or in a civil partnership with, a person who performs such duties;
- the information I have given is correct to the best of my knowledge and belief. I will inform Capita Financial Managers Limited if any information provided in this ISA Application and Declaration changes;
- I have read and agreed to be bound by the Terms and Conditions set out in this document and accept that they may be varied Capita Financial Managers Limited's discretion, as provided therein and
- I have received and read the Simplified Prospectus that has been provided to me.

I authorise Capita Financial Managers Limited:

- to hold my cash subscription, ISA investments, interest, dividends and any other rights or proceeds in respect of those investments and any other cash and
- to make on my behalf any claims to relief from tax in respect of ISA investments.

I agree that if I invest in a Monthly Savings Plan (regular monthly payments), the amount(s) indicated will be deducted each month until further notice.

Full name :

Current residential address :

Signature :

Date :

I agree that

- (i) this application is subject to acceptance by the current ISA Manager;
- (ii) to inform you of any changes in my circumstances;
- (iii) I have read and understood this form and confirm that a copy of the Simplified or Full Prospectus has been supplied to me; and
- (iv) **Applicable for current tax year ISA transfers only** – I am resident and ordinarily resident in the United Kingdom for tax purposes or if not so resident, perform duties which are by virtue of section 28 of Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom, or I am married to or in a civil partnership with a person who performs such duties, and will inform Capita Financial Managers Limited if I cease to be so resident and ordinarily resident to perform such duties or be married or be in a civil partnership with a person who performs such duties.

I authorise Capita Financial Managers Limited

- (i) to hold my cash transfers, ISA investments, interest, dividends and any other rights or proceeds in respect of those investments;
- (ii) to make on my behalf any claims to relief from tax in respect of ISA investments.

Signature :

Date :

For use if you wish to transfer existing ISA(s) to Capita Financial Managers Limited

To the existing ISA Manager :	ISA Plan Reference Number(s)	Transfer Amount	or	Percentage
<input type="text"/>	<input type="text"/>	£ <input type="text"/>		<input type="text"/> %
Address :	<input type="text"/>	£ <input type="text"/>		<input type="text"/> %
<input type="text"/>	Apply the proceeds of the ISA transfer(s) to :			
Postcode :	<input type="text" value="The Castleton Growth Fund"/>			

I hereby authorise and instruct you

- 1) to transfer forthwith the above ISA(s) in cash/in specie (delete as appropriate) to Capita Financial Managers Limited, an approved Plan Manager with HM Revenue & Customs, and
- 2) to provide Capita Financial Managers Limited with all relevant information relating to my ISA(s) as it may require.

Name :	<input type="text"/>
Signature :	Date :

For use if you wish to transfer existing ISA(s) to Capita Financial Managers Limited

To the existing ISA Manager :	ISA Plan Reference Number(s)	Transfer Amount	or	Percentage
<input type="text"/>	<input type="text"/>	£ <input type="text"/>		<input type="text"/> %
Address :	<input type="text"/>	£ <input type="text"/>		<input type="text"/> %
<input type="text"/>	Apply the proceeds of the ISA transfer(s) to :			
Postcode :	<input type="text" value="The Castleton Growth Fund"/>			

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Name :	<input type="text"/>
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To the existing ISA Manager :	ISA Plan Reference Number(s)	Transfer Amount	or	Percentage
<input type="text"/>	<input type="text"/>	£ <input type="text"/>		<input type="text"/> %
Address :	<input type="text"/>	£ <input type="text"/>		<input type="text"/> %
<input type="text"/>	Apply the proceeds of the ISA transfer(s) to :			
Postcode :	<input type="text" value="The Castleton Growth Fund"/>			

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- 2) to provide Capita Financial Managers Limited with all relevant information relating to my ISA(s) as it may require.

Name :	<input type="text"/>
Signature :	Date :

I accept that this application is governed by Capita Financial Managers Limited Terms of Business, a copy of which has been or will be supplied to me.

I hereby indemnify Capita Financial Managers Limited for any loss suffered should it subsequently be discovered that the applicant(s) was/were entitled to cancellation rights and no cancellation notice was sent as a result of the undernoted.

I confirm that the applicant(s) named in this application is/are entitled to cancellation rights under the Conduct of Business (Cancellation) Rules.
(Tick only if cancellation rights apply)

Or, I confirm that the applicant(s) named in this application is/are not entitled to cancellation rights under the Conduct of Business (Cancellation) Rules because:

- The applicant(s) is/are subject to a customer agreement waiving such rights.
- The applicant(s) responded to an 'off the page' advertisement as defined by the Financial Services (Conduct of Business) Rules.
- The application form was completed outside the United Kingdom as the result of either advice given by me or an advertisement issued outside the United Kingdom.
- The applicant is an execution only customer.
- We confirm we have undertaken money laundering checks in line with the current regulations.

Should you wish to rebate all or part of your commission entitlement, please indicate the amount to be rebated in the box below.

%

Adviser's Initials

Adviser's Name :

Telephone Number :

Mobile Number :

Fax Number :

If you are interested in receiving information regarding e-commerce, please tick this box :

Adviser/Agent Stamp & Authorisation



Please fill in the whole form using a ball point pen and send it to:

Capita Financial Managers Limited
2 The Boulevard
City West One Office Park
Gelderd Road
Leeds LS12 6NT

Instruction to your Bank or Building Society to pay by Direct Debit

Originator's Identification Number

8 3 0 4 6 3

Name(s) of Account Holder(s)

Reference Number

Bank/Building Society account number

Branch Sort Code

Name and full postal address of your Bank or Building Society

To the Manager : Bank/Building Society :

Address :

Postcode :

Instruction to your Bank or Building Society

Please pay Capita Financial Managers Limited Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee.

I understand that this instruction may remain with Capita Financial Managers Limited and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s) :

Date :

For office use only

Fund Code :

Investor's Account Number :

Banks and Building Societies may not accept Direct Debit Instructions for some types of account

This guarantee should be detached and retained by the Payer

The Direct Debit Guarantee



- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme.
- The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment date changes Capita Financial Managers Limited will notify you ten working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Capita Financial Managers Limited or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of the letter to us.