

Details on Financing and Project Risk Factors

This document needs to be read in conjunction with the terms of the Dive Dome brochure dated 22nd October 2004 and vice versa. If there is any inconsistency between the contents of this document and the contents of the Dive Dome brochure, the former shall prevail.

DEFINITIONS

Unless the context otherwise requires, in this document, the following expressions shall have the following meanings:

"Acknowledgement Letter"	means the acknowledgement letter to be sent to all Applicants by the Receiving Agent as set out under the heading "Procedure for Founder Member Application" on page 4 of this document;
"Applicant"	means an applicant for a Founder Licence;
"Application Form"	means the application form for a Founder Member Licence enclosed with the pack of documents;
"Commencement Date"	means the date on which the Company determines in writing that the Founder Benefits commence;
"Company"	means Dive Dome Limited;
"Deposit"	means the sum of £250 (or such other sum as the Company shall determine from time to time) to be paid by Applicants upon submission of an Application Form;
"Development Programme"	means the programme for the development of the Centre, and otherwise the provision of the Founder Benefits, to be undertaken by or on behalf of the Company as set out in the estimated costs schedule on page 3 of this document as the same may be amended by the Company from time to time;
"Dive Dome" or "Centre"	means the Dive Dome indoor diving centre to be located at the Site;
"Dive Dome Facilities"	means all of the facilities located at the Dive Dome (including, without limitation, the Diving Facilities) which the Company shall specify as such;
"Dive Dome Rules"	means the rules and regulations relating to the Dive Dome as the Company may from time to time make;
"Diving Facilities"	means the diving facilities at the Centre;
"Founder Benefits"	means the benefits set out in the list of Founder Member benefits in the schedule to the "Founder Member Licence Terms and Conditions" on Page 8 of this document;
"Founder Member Licence", "Founder Licence" or "Licence"	means a licence to be issued by the Company in the form enclosed with the pack of documents;
"Founder Members", "Founder Licenceholders" or "Licenceholders"	means those persons who or which are granted Founder Member Licences;
"Guest"	means a person invited by a Founder Member to use the Dive Dome Facilities to which he or she is entitled;
"Licence Fees"	means the licence fees (including the Deposits) payable by Applicants as referred to on pages 3 and 4 of this document (or such other sums as the Company shall determine from time to time);
"Licence Period"	means, in relation to each Licence, the period commencing the Commencement Date and (unless extended by the Company in writing) expiring on the death of the Founder Member subject to earlier termination in accordance with the terms of the Licence;
"Opening Date"	means the date on which the Company determines in writing that the Centre is open for business following completion of the Development Programme;

"Prospectus"	means the Dive Dome brochure dated 22nd October 2004 and the additional information contained in this document together with the Application Form and the Licence terms and conditions referred to in this document;
"Project" or "Dive Dome Project"	means the project comprising the obtaining of full planning permission for and the acquisition of the Site, the development and operation of the Dive Dome and the provision of Founder Benefits as outlined in this document;
"Project Funding Requirement"	shall have the meaning set out on page 3;
"RAM"	means RAM Investment Group plc;
"Receiving Agent"	means Capita IRG Plc;
"Site"	means the land known as Site P, Knowlhill, Milton Keynes to be used for the purposes of the development of the Centre;
"Trust Account"	means the account in the name of the Trustee into which the Licence Fees (other than the Deposits) shall be paid and held by the Trustee in accordance with the Trust Deed;
"Trust Deed"	means the trust deed between, <i>inter alia</i> , the Company and the Trustee relating to the Trust Account;
"Trustee"	means The Law Debenture Trust Corporation p.l.c.;

DEVELOPMENT OF THE DIVE DOME

The application for outline planning permission for the Centre was lodged in December 2003. Milton Keynes Council planning committee gave outline planning approval on 10 March 2004 (planning application number 04/00008OUT).

The owner of the Site, English Partnerships has granted a period of exclusivity and ceased to market the Site for sale.

In accordance with the estimated cost schedule set out below, the Company intends to submit its application for full planning permission as soon as practicable following successful completion of the fundraising referred to in this document. In doing this, the Company intends to work with English Partnerships who have already indicated their support for the Dive Dome as set out in their letter as follows:



ESTIMATED COST SCHEDULE

Cost	Amount £million
Site purchase and associated costs	2.5
Costs to attain detailed planning consent	0.8
Main lagoon and civil engineering	7.1
Roof structure	0.9
Curtain glass wall at pool level and above	0.7
Mechanical and engineering	2.9
Fit out to pool and surround	0.9
Filtration systems	2.1
Fit out to internal areas	1.1
Pool heating system	0.6
Pre-opening Founder Member benefits	0.6
Professional and management fees (including fundraising costs)	1.4
Contingency	3.4
Total	25.0

DEPOSIT

Applicants are required to pay an initial deposit of £250. Subject to the right of Applicants to cancel, details of which are given on page 5 of this document, an Applicant is then obliged to pay the remainder of the Licence Fee within 28 days of the date his or her Application Form is received by Capita IRG Plc. If the Applicant's application for Founder Membership is not accepted by the Company, the Deposit and any other Licence Fee payment shall be returned to the Applicant by cheque without interest at the risk of the Applicant. Subject to this and to such cancellation right the Deposit is non-refundable.

TRUST ARRANGEMENTS

For the protection of Founder Members, each Founder Member Licence Fee (other than the Deposit) will be paid into a Trust Account held by the Trustee on behalf of the relevant Founder Member from which funds will be released to pay the costs and expenses which are incurred by the Company or on its behalf. The aggregate amount of all Deposits (subject to Applicants rights of cancellation) and all interest accruing on the monies standing to the credit of the Trust Account shall belong to and be for the benefit of the Company. If the Company formally notifies the Trustee in writing that the Project has ceased, no further funds shall be released to pay any further costs or expenses incurred by the Company or on its behalf and the balance of the funds shall be returned to the Founder Members from the Trust Account. For the avoidance of doubt, there will be no obligation on the Company to make any repayments of the Deposits or of such part of the Licence Fees previously released to the Company to pay incurred costs and expenses. **A copy of the Trust Deed relating to these trust arrangements will be available from the company secretary of the Company free of charge at 235 Regents Park Road, Finchley, London N3 3LF.**

BALANCE MONIES

The balance of the Founder Member Licence Fee to be paid following the payment of the £250 Deposit is as follows:

1. £9,750 (inclusive of VAT) for those persons whose applications are received by 30th November 2004 or for the first 1,000 applicants if less than 1,000 applications are received by 30th November 2004; and
2. £12,250 (inclusive of VAT) for all other Applicants.

All applications will be acknowledged by the Receiving Agent. The Acknowledgement Letter will set out the remainder of the Licence Fee to be paid and will detail the date of receipt of the Application Form, in order that you may determine:

- a) the last date on which you must inform the Receiving Agent of your wish to cancel; and
- b) the last date on which the Receiving Agent must receive the remainder of the Licence Fee.

For further details on the payment of the balance of the Founder Member Licence Fee please see the heading "Procedure for Founder Member Application" below.

PROJECT FUNDING REQUIREMENT

In the opinion of the Directors, based on the estimated cost schedule set out above, the Project Funding Requirement is £25 million. Whilst it is the intention of the Directors to raise this Project Funding Requirement from the sale of Founder Member Licences, in the event that the sale of such Licences does not raise the Project Funding Requirement or it appears to the Directors that it is unlikely that such sale will raise the Project Funding Requirement, the Directors reserve the right to raise part of the Project Funding Requirement from other sources; for example, sponsorship, bank and equity funding. The Directors also believe that the current estimated cost schedule estimate of £25 million will change as the detailed designs required for the full planning application are prepared and the definitive Project Funding Requirement will be the figure determined at that stage. In the event that the Project Funding Requirement as determined by the designs required for detailed planning permission has not been secured by 12.00 noon on 31 March 2005, then the Directors shall direct the Trustee to return the balance of the monies in the Trust Account, less interest earned, to the Founder Member Applicants less the aggregate amount paid out and/or payable by the Company in respect of any development costs and expenses and all professional and management fees incurred by the Company.

RISK FACTORS

The Directors consider that Applicants should be aware that the Company's activities involve risks which should be taken into consideration. In their opinion, the principal risk factors to be considered are:

- * subject to Applicants cancellation rights set out on page 5 of this document, the Deposits are not returnable in any circumstances;
- * the Company has obtained outline planning permission for the Dive Dome at the Site. This, coupled with the working relationship with English Partnerships gives the Company confidence that when it applies for detailed planning permission for the development of the Centre, the application is likely to be successful. However, there is a risk that full planning permission may be refused;

- * any delays in the Company obtaining detailed planning permission would be likely to result in additional costs and expenses for the Company in respect of the planning application and/or appeal process and as a result of timetable slippage;
- * any engineering or other technical difficulties relating to the development of the Dive Dome at the Site could result in costs and expenses overruns or, in an extreme adverse case, to the suspension or cessation of the Development Programme;
- * the eventual costs and expenses of the development of the Dive Dome could exceed those set out in the Development Programme thereby resulting in the need for the Company to obtain financing from an invitation for applicants to apply for further Founder Licences, bank financing, sponsorship or a combination of all of these sources of finance, depending on the circumstances and/or delays to the Development Programme or, ultimately, to its suspension or cessation;
- * whilst Founder Members are entitled to receive certain Founder Benefits outlined in this document prior to the Opening Date of the Dive Dome, there can be no guarantee that all of the Founder Benefits relating to the Centre will be available on the Opening Date or that the Dive Dome will open. Accordingly, despite the protections for Founder Members (including the Trust Account mechanism) outlined in this document, Founder Members may not receive all or any of their anticipated Founder Benefits;
- * if a person wishing to dive is not medically fit or does not adhere to the Dive Dome Rules then the Company reserves the right to prevent that person from diving;
- * the Site is currently owned by English Partnerships who have granted a period of exclusivity to the Company for the purchase of the Site. However there is no guarantee that English Partnerships will sell the Site to the Company.

PROCEDURE FOR FOUNDER MEMBER APPLICATION

Application for Founder Licences must be made on the Founder Member Application Form attached to this document and may be made only upon the following terms and conditions. The Directors shall, in their absolute discretion, determine whether or not the applicant is suitable for receipt of a Founder Membership. Subject to the Applicant's right of cancellation, details of which are set out on page 5 of this document, the submission of an Application Form constitutes an irrevocable offer to enter into a legally binding contract with the Company **on terms which the Company may accept at any time prior to 31 March 2005, or such later date as set out in the paragraph below.** Accordingly, Applicants should only sign and send in a completed Application Form if they are prepared to commit to the legally binding obligations conferred thereby. Completed forms must be sent to the Receiving Agent, Capita IRG Plc, Corporate Actions, P.O. Box 166, The Registry 34 Beckenham Road, Beckenham, Kent BR3 4TH.

The application list for the Founder Membership now being offered will open at 9.00 am on 30th October 2004 and may be closed at any time thereafter and in any event not later than 12.00 noon on 31 March 2005 unless extended by the Company prior to that date provided that the Project Funding Requirement has been received. The basis of issue of Founder Licences will be determined by the Directors in their absolute discretion. Postal Applicants are advised to allow two full business days for delivery through the post and to use first class mail.

Each application sent to the Receiving Agent must be accompanied by a separate remittance for the Deposit. Cheques must be drawn on a bank or branch thereof in the United Kingdom and must be payable to "Capita IRG Plc re: Dive Dome", crossed "A/C payee" and have the name and address of the Applicant on the back of the cheque. Applications qualifying for the 20% discount will be acknowledged by the Receiving Agent. Applications may be cancelled as referred to on page 5 of this document and in the Application Form but will otherwise be irrevocable.

All applications will be acknowledged by the Receiving Agent. The Acknowledgement Letter will set out the remainder of the Licence Fee to be paid and will detail the date of receipt of the Application Form, in order that you may determine:

- (a) the last date on which you must inform the Receiving Agent of your wish to cancel; and
- (b) the last date on which the Receiving Agent must receive the remainder of the Licence Fee.

When returning your balance payment you must include the copy of the Acknowledgement Letter (showing all your relevant details) which will enable the Receiving Agent to match the payment with your original application.

Where a Deposit is paid by an Applicant, subject to such right to cancel, the Applicant must pay the remainder of the Licence Fee within 28 days of the date of his or her Application Form.

Completion and delivery of an Application Form accompanied by a cheque will constitute a representation that the cheque will be honoured on first presentation, and attention is drawn to the fact that the Application Form contains a declaration to that effect. Deposits will be paid to the Company. Licence Fees (other than the Deposits) will be retained in a separate Trust Account in accordance with the terms of the Trust Deed referred to in this document.

The right is reserved:

- * to present all cheques for payment on receipt;
- * otherwise to reject any application in whole or in part;
- * to extend the period during which the application list remains open provided that the Project Funding Requirement has been received;
- * to treat any application as valid and binding on an Applicant even if the Application Form is not complete in all respects or is not accompanied by a power of attorney where required.

The Directors will deal with any over subscription for Founder Memberships in such manner as they shall decide. If any application is not accepted, or if no issue of Founder Membership is made, application monies received by the Receiving Agent will be returned by cheque without interest at the risk of the Applicant.

All cheques, certificates and other documents will be despatched by post at the risk of the person entitled thereto.

By completing and delivering an Application Form the Applicant:

- * warrants and represents that the information contained in the Application Form is true, complete and accurate;
- * warrants and represents that, subject to the right to cancel referred to below and in the Application Form, the remainder of the Licence Fee shall be remitted to Capita IRG Plc within 28 days of the date of receipt of his or her application form by Capita IRG Plc on the basis that any cheques will be drawn on a bank or branch thereof in the United Kingdom and will be payable to "Capita IRG Plc re: Dive Dome" and crossed "A/C payee", which cheques will be honoured on first presentation;
- * confirms that in making the application, the Applicant has not relied on any information or representation relating to the Company, the Project or the Dive Dome other than the information contained in this document and accordingly agrees that no person responsible for this document or any part of it will have any liability for any other information or representation; and
- * agrees that, in order to ensure compliance with the Money Laundering Regulations 2003, the Receiving Agent and /or the Trustee may, in addition to their general obligations under the Money Laundering Regulations 2003, at its or their absolute discretion require verification of identity from any person lodging an Application Form and in particular any person who either (i) tenders payment by way of sterling cheque or bankers' draft drawn on an account in the name of another person or persons or (ii) appears to the Receiving Agent or the Trustee to be acting on behalf of some other person. In the former case, verification of identity of the Applicant may be required. In the latter case, verification of identity of any persons on whose behalf the Applicant appears to be acting may be required. Failure to provide the necessary evidence of identity may result in applications being rejected or delays in the despatch of documents.

Applicants should ideally make payment by means of cheques drawn on their own bank accounts. Without prejudice to the final bullet point of the above paragraph, verification of the identity of Applicants may be required as the value of the licence applied for exceeds £9,300 (€15,000). If in such circumstances, you use (i) a cheque drawn by a third party; or (ii) a building society counter cheque or banker's draft you should:

(i) where the cheque is drawn by a third party, ensure that a certified copy of the Applicant's passport or driving licence certified by a solicitor or notary and a recent original bank or building society statement or utility bill in the Applicant's name and showing his current address (originals will be returned by post at the Applicant's risk) is enclosed with your application; or

(ii) where you use a building society counter cheque or banker's draft, ensure that the bank or building society enters the name, address, and account number of the person whose account is being debited on the reverse of the cheque or banker's draft and adds its branch stamp.

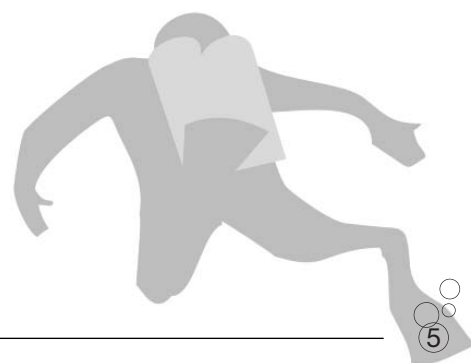
If you are making the application as agent for one or more persons indicate in the Application Form whether you are a UK or European Union regulated person or institution and specify your status. Such payments may be accompanied by written confirmation that evidence has been obtained and recorded to verify the identity of the Applicant as required by the Money Laundering Regulations 2003 and that such records will be retained for at least five years.

The Company reserves the right to reject an application if it has reason to believe that the Applicant is unqualified or medically unfit to dive. The Company also reserves the right to require evidence of qualifications or medical condition before an application is considered or at any time thereafter.

RIGHT TO CANCEL

Each Applicant has a right to cancel his or her application for a Founder Membership following submission of his or her Application Form. In order to exercise this right, an Applicant must notify Capita IRG Plc of this in writing within 14 days of the receipt of his or her Application Form by Capita IRG Plc. If an application is cancelled, the Deposit and any other Licence Fee payment shall be returned to the Applicant by cheque without interest at the risk of the Applicant.

Date: 22nd October 2004



DIVE DOME

FOUNDER MEMBER LICENCE TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1. Unless the context otherwise requires, in these terms and conditions:

1.1.1. the terms "Company", "Founder Member", "Licence Period", "Licence Fee", "Prospectus", "Receiving Agent" and "Trustee" shall have the meanings ascribed to them on the face of these terms and conditions;

1.1.2. the following expressions shall have the following meanings:

"Application Form"	means the application form for a Licence;
"Commencement Date"	means the date on which the Company determines in writing that the Founder Benefits commence;
"Deposit"	means the sum of £250 (or such other sum as the Company shall determine from time to time) to be paid by Applicants upon submission of an Application Form to the Receiving Agent by way of a deposit for a Founder Member Licence and which forms part of the Licence Fee;
"Development Programme"	means the programme for the development of the Centre to be undertaken by or on behalf of the Company as set out in the estimated cost schedule contained in the Prospectus as the same may be amended by the Company from time to time.
"Dive Dome" or "Centre"	means the Dive Dome indoor diving centre to be located at the Site;
"Dive Dome Facilities"	means all of the facilities located at the Dive Dome (including, without limitation, the Diving Facilities) which the Company shall specify as such from time to time;
"Dive Dome Legislation"	means the legislation and regulations referred to in condition 4.3.1 other than the Resort Rules;
"Dive Dome Rules"	means the rules and regulations relating to the Centre as the Company may make from time to time;
"Diving Facilities"	means the diving facilities at the Dive Dome;
"Excluded Events"	means any event held at the Dive Dome which is a private event or which the Company shall otherwise specify is not open to Founder Members;
"Founder Benefits"	means the benefits set out on the list of Founder Member benefits attached to this Licence;
"Founder Member Licence" or "Licence"	means the licence constituted by these terms and conditions and the face of these terms and conditions;
"Guest"	means a person invited by a Founder Member to use the Dive Dome Facilities to which he or she is entitled;
"Opening Date"	means the date on which the Company determines in writing that the Dive Dome is open for business following completion of the Development Programme;
"Project Funding Requirement"	means the project funding requirement as set out in the Prospectus;
"Trust Account" and "Trust Deed"	shall have the respective meanings set out in the Prospectus;

1.2. In this Licence, unless the context otherwise requires:

1.2.1. words importing the singular meaning shall include the plural and vice versa;

1.2.2. words of one gender include the other gender and words denoting natural persons include firms and companies and all are to be construed interchangeably in that manner;

1.2.3. clause headings are inserted for convenience only and shall not affect the interpretation of this Licence in any way;

1.2.4. references to a statutory provision include any statute or statutory provision amending, consolidating or replacing it for the time being in force;

1.2.5. references to the Schedule shall be to the schedule to these terms and conditions which Schedule to be incorporated in and form part of these terms and conditions.

2. FOUNDER MEMBER BENEFITS

The Founder Member Licence:

2.1. entitles the Founder Member to the benefits set out in part 1 of the Schedule from the Commencement Date until the Opening Date; and

2.2. entitles the Founder Member to the benefits in respect of the Dive Dome set out in part 2 of the Schedule from the Opening Date until (unless otherwise specified therein) the expiry of the Licence Period.

3. EXCLUSIONS AND QUALIFICATIONS

3.1. The Founder Member agrees with and acknowledges to the Company that:

3.1.1. the Founder Member Benefits will only be available to the Founder Member during the Licence Period as specified in the Schedule;

3.1.2. the Founder Benefits may not be available to the Founder Member when an Excluded Event is being held at the Centre.

3.2. The Founder Benefits referred to in part 1 of the Schedule are based on the availability of the facilities referred to therein. The Founder Benefits referred to in part 2 of the Schedule are based on the availability of the Dive Dome Facilities. In particular but without limitation, the Diving Facility cannot be used by Founder Members if to do so would exceed its maximum diving capacity at any time.

3.3. Notwithstanding any provision of these terms and conditions, the Founder Member agrees to abide and be bound by the Dive Dome Rules. The Company may change the Dive Dome Rules at any time.

3.4. Notwithstanding any provision of these terms and conditions:

3.4.1. no part of the Deposit is liable to be reduced or refunded except pursuant to the cancellation rights set out in the Prospectus; and

3.4.2. no part of the Licence Fee (other than the Deposit) is liable to be returned or refunded except pursuant to the cancellation rights set out in the Prospectus or as referred to in clause 6.1.

4. OBLIGATIONS OF THE FOUNDER MEMBER

4.1. The Founder Member agrees with the Company that:

4.1.1. the Deposit remitted to the Receiving Agent may be paid to the Company; and

4.1.2. all or any part of the Licence Fee (other than the Deposit) remitted to the Receiving Agent may be paid by the Receiving Agent into the Trust Account

in each case to be applied towards the funding of the Development Programme, the Founder Benefits or otherwise as referred to in the timetable and estimated cost schedule set out in the Prospectus.

4.2. In respect of that part of the Licence Fee (other than the Deposit) paid into the Trust Account, in the event that the Company notifies the Trustee in writing that any of such Licence Fee is so required to discharge all or any invoices, charges or other amounts in connection with the Development Programme, the Founder Benefits or otherwise as referred to in the timetable and estimated cost schedule set out in the Prospectus, the Founder Member agrees that the Trustee may remit an amount equal to the same to the Company and the Founder Member hereby appoints any director of the Company as his attorney for the purpose of giving instructions and/or directions to the Trustee so to do.

4.3. The Founder Member:

4.3.1. without prejudice to condition 3.3, will comply with such legislation and regulations governing the Centre and/or the use of the Dive Dome Facilities and/or other facilities of the Company whether made by central or local government or a licensing authority or otherwise and such reasonable regulations as the Company may make from time to time governing the use of the Dive Dome Facilities and/or other facilities of the Company;

4.3.2. will pay the Company or its duly appointed agent (as the case may be) in full in accordance with the invoice terms for the provision of all food, beverages and other goods or services (other than those specifically provided free of charge to Founder Members pursuant to the Founder Benefits) supplied to the Founder Member in or in respect of the Dive Dome or otherwise in respect of the Founder Benefits;

4.3.3. will not cause any nuisance or annoyance to other Founder Members or other persons using the Dive Dome Facilities and/or other facilities of the Company;

4.3.4. will not permit any person who is not a Founder Member or a Guest to have access to the Dive Dome Facilities and/or other facilities of the Company at any time.

5. DEPOSIT

The Founder Member acknowledges to the Company (for itself and on behalf of the Receiving Agent) that:

5.1. the Deposit was made as an advance against the Licence Fee;

5.2. the Deposit has been credited against that payment;

5.3. the Deposit has not been and will not be paid into the Trust Account; and

5.4. under no circumstances is the Deposit refundable except pursuant to the cancellation rights set out in the Prospectus.

6. TERMINATION

6.1. Without prejudice to clauses 6.2 to 6.4, in the event that the Project Funding Requirement is not reached by the date set out in the Prospectus then the Licence will terminate and the Directors shall direct the Trustee to instruct the Trust Account holding bank to return the balance of the monies in the Trust Account, less interest earned, to the Receiving Agent for onwards transmission to the Founder Member applicants less the aggregate amount paid out and/or payable by the Company in respect of any development costs and expenses and all professional and management fees incurred by the Company and less any applicable tax or other amount which the bank holding the Trust Account or the Trustee is obliged by law to withhold, deduct or otherwise account for in respect of such payment and less any administration charge payable by the Founder Members to the Company in accordance with the terms of this Licence (which administration charge shall be paid to such account as the Company shall direct as set out in any instruction given by the Company).

6.2. The Company may terminate the Licence summarily by notice in writing to the Founder Member if the Founder Member is in breach of his or her obligations under the Licence and/or the Dive Dome Rules and has not remedied such breach within 14 days of the Company notifying him of such breach.

6.3. Without prejudice to any other right or remedy which the Company may have, if the Founder Member fails to make any payment due under this Licence, the Company may refuse access to the Dive Dome Facilities to the Founder Member and, if applicable, his or her Guest.

6.4. In the event that this Licence is terminated pursuant to condition 6.2, no part of the Licence Fee will be returned or refunded to the Founder Member and the Founder Member hereby appoints any director of the Company as his attorney for the purpose of giving written instructions and/or directions to the Trustee to remit the Licence Fee (or such part of it as remains in the Trust Account) to the Company.

7. FORCE MAJEURE

The Company shall not be liable for failure to comply with the terms of the Licence if it is prevented from so doing through any circumstances beyond its control including but not limited to act of God, force majeure, strikes, lockouts, accidents, war, fire or breakdown of plant or machinery or any matter contained or referred to under the heading "Risk Factors" in the Prospectus.

8. LIMITATION OF LIABILITY

8.1. The Founder Member acknowledges and agrees that in relation to the Licence, it has not relied on any statement, representation, warranty or undertaking by the Company or its duly appointed agent (as the case may be) that is not expressly set out in the Licence.

8.2. Except where by law its liability cannot be excluded or limited, the Company shall be under no liability:

8.2.1. in respect of any guarantee, representation, warranty or condition (whether express or implied, statutory or otherwise) except as expressly set out in the Licence; nor

8.2.2. for consequential or unforeseen loss and damage, whether in contract, tort or otherwise as a result of the Founder Member having entered into the Licence.

8.3. The obligations and liability of the Trustee are limited to that set out in the Trust Deed.

9. GENERAL

9.1. The rights and remedies of the Company and Founder Member under the Licence will not be diminished or extinguished by the granting of any indulgence, forbearance or extension of time nor by the delay by either of them in asserting any such rights or remedies.

9.2. If at any time any one or more of the provisions of the Licence becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Licence will not thereby be affected or impaired in any way.

9.3. The Licence is personal to the Founder Member and shall not be capable of being transferred or assigned or otherwise disposed of by the Founder Member without the prior written consent of the Licensor and the Company and the Founder Member acknowledges that the Licence grants no rights of exclusive possession to the Founder Member.

9.4. All notices required to be served under the Licence shall be deemed properly served if sent by first class ordinary post addressed to the addressee stated on the face of the Licence or as otherwise notified to the Company in writing and shall be deemed to have been received on the second working day after posting.

9.5. The Licence shall be governed by English law and the Company and the Founder Member agree to submit to the exclusive jurisdiction of the English Courts in determining any matter arising pursuant to the Licence.

SCHEDULE

Founder Member Benefits

Part 1

Pre Dive Dome opening benefits

To provide Founder Members with benefits during the development of the Dive Dome, from the Commencement Date until the Opening Date, Founder Members will be entitled to the following Red Sea diving benefits subject to pre-booking and otherwise in accordance with the terms of the Licence:

- * two Dive Dome vessels will be available free of charge at Eilat for the exclusive use of Founder Members for Red Sea diving;
- * free boat trips to and from dive locations daily; three locations will be visited per day;
- * free dives and excursions for guests (friends and family);
- * full concierge service for the arrangement of travel, accommodation, car hire and insurance.

Part 2

Dive Dome Centre benefits

Upon the Opening Date of the Dive Dome, Founder Members will be entitled to the following benefits at the Dive Dome subject to the terms of the Licence:

- * free use of Diving Facilities and gym/spa facilities for the period of the Licence;
- * preferential booking of the Diving Facilities on weekends and bank holidays for the period of the Licence (i.e. first call on dive slots as long as Founder Members pre-book at least 24 hours in advance);
- * 10 free Dive Dome passes for Founder Member guests (friends and family) per year for 10 years;
- * 25% discount on Dive Dome diving equipment hire; and
- * free air fills at the Dive Dome.

APPLICATION FORM

To: Capita IRG Plc
Corporate Actions
P.O. Box 166
The Registry
34 Beckenham Road
Beckenham
Kent BR3 4TH

Dive Dome Limited
c/o Corporate Actions
P.O. Box 166
The Registry
34 Beckenham Road
Beckenham
Kent BR3 4TH

I, the within named Applicant, refer to the Dive Dome brochure and additional information document dated 22nd October 2004 issued by Dive Dome Limited (together the "Prospectus"). Expressions defined in the Prospectus shall have the same meanings when used in this Application Form.

I hereby:

1. apply to become a Founder Member and have read and understood the information contained in the Prospectus and all of the terms and conditions associated with this application and I have not relied on any information or representation relating to the Company, the Project or the Dive Dome other than the information set out in the Prospectus and accordingly agree that no person responsible for the Prospectus or any part of it will have any liability for any other information or representation;
2. enclose a remittance for (in the case of a cheque, drawn on a bank or of a branch thereof in the United Kingdom payable to "Capita IRG Plc re: Dive Dome" and crossed "A/C payee" the Deposit in the sum of £250 (inclusive of VAT) upon the terms set out in the Prospectus and subject to the authorisations and declarations set out in this Application Form;
3. declare that the completion and delivery of this Application Form accompanied by the cheque will constitute a representation that the cheque will be honoured on first presentation;
4. acknowledge that the Licence Fee (other than the Deposit) will be paid into the Trust Account as described in the Prospectus, which account will be operated by The Law Debenture Trust Corporation p.l.c. as Trustee;
5. acknowledge that this application may otherwise be rejected by the Company without assigning any reason therefor;
6. warrant and represent that the information set out in this Licence Application Form is true, complete and accurate in all respects;
7. warrant and represent that, subject to the right to cancel referred to on page 6 of the Prospectus and in this Application Form, the remainder of the Licence Fee shall be remitted to Capita IRG Plc within 28 days of the date of this Application Form on the basis that any cheque will be drawn on a bank or branch thereof in the United Kingdom and will be payable to "Capita IRG Plc re:Dive Dome" and crossed "A/C payee", which such cheque will be honoured on first presentation;
8. agree that, in order to ensure compliance with the Money Laundering Regulations 2003, Capita IRG Plc and/or the Trustee may, in addition to their general obligations under the Money Laundering Regulations 2003, at its or their absolute discretion require verification of identity from any person lodging an application form who either (i) tenders payment by way of sterling cheque or bankers' draft drawn on an account in the name of another person or persons or (ii) appears to the Receiving Agent or the Trustee to be acting on behalf of some other person. In the former case, verification of identity of the Applicant may be required. In the latter case, verification of identity of any persons on whose behalf the Applicant appears to be acting may be required. Failure to provide the necessary evidence of identity may result in my Application Form being rejected or delays in the despatch of documents;
9. acknowledge and understand that should I wish to exercise my right to cancel this application, then I need to give written notice to Capita IRG Plc within 14 days of the date the application is received, as confirmed in the Acknowledgement Letter;
10. acknowledge that The Law Debenture Trust Corporation p.l.c. as Trustee will pay monies from and otherwise operate the Trust Account in accordance with the terms of the Prospectus and the Trust Deed;
11. acknowledge that all interest accruing on the monies standing to the credit of the Trust Account shall belong to and for the benefit of the Company;
12. agree that I will supply details of diving qualifications and/or medical fitness if required by the Company and agree that the Company may retain such data; and
13. acknowledge that I have had the opportunity to request a copy of the Trust Deed free of charge from the Company and that, whether or not I have done so, I am deemed to have knowledge of, and confirm that I am bound by, its contents.

APPLICANT DETAILS

Title: _____

Surname: _____

First name(s): _____

Date of Birth: _____

Address: _____

Postcode: _____

Daytime telephone: _____

Evening telephone: _____

Mobile: _____

E-mail: _____

Signature: _____

Date: _____

Dive Dome Limited is registered under the Data Protection Act 1998. Dive Dome Limited may contact you with other offers or pass on your information to Dive Dome Limited approved companies who may also contact you. Please tick if you do not wish your information to be used in this way.

