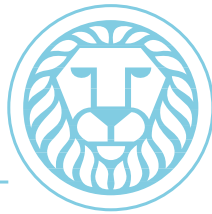


Co-operation agreement



MEMBER OF THE
**CLASSIC ESTATES
NETWORK**



CLASSIC ESTATES

Co-operation agreement

Between

Classic Estates S.L.

and

Mrs./Mr./Company

in the following denominated "the member"

Concerning the co-operation in the marketing of properties on Majorca
Classic Estates S.L. offers the member a membership as

"Member of the Classic Estates Network"

The operator of "Member of the Classic Estates Network" offers the member the possibility to offer the properties on Majorca/Spain listed by Classic Estates to the members' clientele.

The member can, as a "Member of Classic Estates Network" market the properties made available through the network under this name and in conjunction with his own name, using the corresponding information material to inform potential clients.

The member immediately receives a client's registration as soon as Classic Estates is notified the name and address of the client in writing.

Classic Estates will look after the needs of those clients as well as the presentation of properties and negotiation of a sale on Majorca. In case of a successful sale to a "registered client", Classic Estates will pay 30% of the commission received by the seller to the member within 8 days upon receipt and against invoice.

Classic Estates will put information material about legal and tax issues in context with the purchase of properties in Spain at the disposal of the member.

The member will further receive exposés of the properties in his language, DVD's for particular properties as well as additional information material about Majorca.

The member has all information on the web site of Classic Estates at his disposal. Classic Estates refers to the co-operation on their web site under

"Member of Classic Estates Network"

and will market the site nationally and internationally. Classic Estates will inform the member about clients looking for a property in the member's area. In turn and in the same procedure, the member will grant Classic Estates protection for their clients and to pay commission in case of a successful sale.



CLASSIC ESTATES

The arrangement of clients between the members will be carried out by Classic Estate as a service without claiming any participation in commissions.

The "Executive Service" offered to the clients of Classic Estates is available without any restrictions to clients forwarded by the members.

If Classic Estates is not able to cover a client's purchase profile with their properties, they will try to find a suitable property in further co-operation with agents on the island.

The member can not offer properties on Majorca to their clientele, which have not been proposed by Classic Estates and are dealt with in the described manner. In case of infraction of this regulation, Classic Estates is entitled to claim for damages, which the member accepts.

The duration of the agreement is of one year and can be cancelled by both parties in writing three months prior to termination. If there is no cancellation, the agreement is automatically prolonged for a further year. In case of cancellation the member is obliged to return the material provided by Classic Estates within 14 days.

Place of jurisdiction is Palma de Majorca and Spanish Law is applicable.

Date, signature (Member)

Date, signature (Classic Estates S.L.)