

THIS PAGE IS ONLY INSTRUCTIONS FOR SECOND PAGE

Also download the attachment entitled “**Properties Available**” or from “**Have List**” to obtain property identification codes in **red**. Include the property codes for the project / projects that you are interested in from that attachment into the first blank near the top of the NDA:

Property ID Code or Name: _____

Principals please fill out all info requested for Party A.

Please fill out your information and sign and date under:

Party A (Principal’s or Company Officer’s Signature): _____

Please do not sign where it says:

Consultant (Nationwide’s Broker or Agent’s Signature): _____

Please fill out completely and do not use P.O. Boxes for addresses (use a physical address). Then sign, date and fax back the NDA, which is only the second page;

To: Angela Slayton at: Fax (714) 844-9474

*Thank you for your time and cooperation in this matter.
Should you have any questions, please do not hesitate to contact us.*

Angela Slayton

Direct (714) 761 -5472

Fax (714) 844 - 9474

E-Mail: Excellence4you@cs.com

Maurice Murphy, CFO, Nationwide USA II

1300 Bristol Street North, Suite 100 Newport Beach, CA 92660

Direct (714) 849 - 6266

Cell (949) 400 - 4054

E-Mail: nationwide.realty@yahoo.com

NON-DISCLOSURE, NON-CIRCUMVENTION, CONFIDENTIALITY & REGISTRATION AGREEMENT

This document must be completely & legibly filled out by Party A only! All Party A's partners for the Property must also execute an Agreement!

THIS DOCUMENT (herein this "Agreement") is made this _____ day of _____ 2007 and terminates at 11:59 December 31st 2012 by and between Maurice R. Murphy, C.F.O. & Broker for Nationwide USA II, Inc. (herein "Consultant") and an entity as potential joint venture partner, acquirer and/or lender and/or entities which are their partners & which they shared information on the subject properties, (collectively herein "Party A"). The entities that own or control the properties, are either seeking to divest themselves from their properties, are seeking a joint venture partner or lender for their properties, or are entities seeking to acquire properties through JV partnership, LLC, etc. or a loan with Party A, (are herein collectively "Party B") with said properties including the following properties:

Property Name: _____ and those which are presented by Consultant to Party A during the term of this Agreement shall also be added, included & governed by this Agreement, (herein collectively the "Property"). Party A is notifying Consultant that they shall only act as a principal in any and all transactions regarding the Property. Party A does hereby request certain proprietary materials, confidential data & private information (herein collectively the "Information") on the Property from Consultant for due diligence or evaluating Property for a possible acquisition, joint venture or a loan.

THE PARTIES TO THIS AGREEMENT AGREE TO THE FOLLOWING:

1. Party A, their agents, employees & others that may need to know said Information about the Property agree to abide by this Agreement. Said Information obtained from any source regarding the Property is for Party A's evaluation, due diligence, contract preparation & shall not be disclosed or disseminated to any third party.
2. If Party A is a corporation, limited liability company, or other non-natural legal entity, the person(s) signing this Agreement on Party A's behalf shall take all appropriate precautions to limit the dissemination of the Information only to those entities who have a need to know the Information for the purpose stated herein.
3. This Agreement applies to all Information received by Party A, their employees & others that may have a need to know said Information regarding the Property. Party A, their employees & others that may have a need to know, understands that all Information shall be deemed confidential, valuable, proprietary and the property of Party B. The Information's unauthorized disclosure, even without intent to harm, could cause substantial & irreparable financial harm to Party B & Consultant & therefore Party A, their employees & others that may need to know, agrees to protect the Information from causing such harm & to return the Information along with all copies to Consultant to delete all electronic copies received or made and Party A also agrees not to retain any originals nor copies after request for their return is requested.
4. Party A, their employees & others that may have a need to know, shall not at any time or in any manner use the Information or their knowledge of said for any purpose that would be to the detriment of the Party B or Consultant.
5. Party A agrees that Consultant may register Party A & Party A's partners with Party B & or the Property owner. Party A, Party A's partners, their employees & others that they share said information with, shall not contact any person regarding the Property other than Consultant without Consultant's written permission. Such persons include, without limitation, Party B, the Property owner, Party B's employees, tenants or government officials. Party A must register with Consultant, Party A's partners and anyone else that Party A will be sharing the Information with prior sharing said Information regarding the Property.
6. Neither Consultant nor Party B make any representations or warranty, express or implied, as to the accuracy or completeness of any Information provided. Party A assumes full & complete responsibility for confirmation & verification of all Information received & expressly waives all rights & recourse against Party B & Consultant with respect to the same. It is agreed that Consultant is not responsible to determine if toxic waste, hazardous materials, etc. are present at the Property.
7. Party A, Party A's partners, Party A's agents & representatives do hereby mutually agree not to interfere with Consultant & Party B relationship or with their contract in part or in whole including renegotiate Consultant's commission or finder's fee.
8. Party A, Party A's partners, their agents & representatives shall be jointly & separately responsible & liable to Consultant, if any of said circumvent Consultant by going directly to Party B or others that Consultant introduces to them regarding the Property or in regards to other properties that those entities might own, control or are seeking to acquire through a joint venture with Party A. Property that Party B owns, controls or is seeking to acquire through joint venture or by creating a new entity to acquire said with Party A shall also be governed by this Agreement for its full term.
9. Any person signing on behalf of Party A does hereby warrant that they have the authority to bind Party A to this agreement or will be liable for said.
10. Escrow shall be with a CA title company & title shall be with them or their affiliate where the Property is located as per Party B's listing agreement.
11. This Agreement is governed in accordance with the laws of the State of California & any legal action must be brought in Santa Ana, CA.
12. Without limiting any remedies available to Party B or Consultant; Party A, Party A's partners, their agents & representatives agree that in addition to monetary damages, Party B & or Consultant shall be entitled to injunctive relief to ensure performance of the letter and spirit of this Agreement. Party A, their agents & representatives further agree to indemnify Party B & Consultant for all liabilities, loses, costs and expenses (including fees & disbursements to counsel) arising out of any breach of this agreement by Party B, Consultant their agents, representatives or any of their employees.
13. If any part of this Agreement is deemed to be unlawful or unenforceable then that portion shall not affect the balance of this Agreement.

Party A, (Individual or Company Name): _____

Address (no P.O. Boxes): _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____ Fax: _____

Email: _____ Website: _____

Party A (Print Principal's Name or Company Officer's Name & Title): _____

Party A (Principal's or Company Officer's Signature): _____ Date: _____

Nationwide's Broker or Agent Signature: _____ Date: _____

PLEASE COMPLETE & FAX TO:

**ANGELA SLAYTON FAX: 714-844-9474 PHONE: 714-761-5472 EMAIL: Excellence4you@cs.com
NATIONWIDE USA - MAURICE MURPHY, CFO PHONE: 714-849-6266 EMAIL: nationwide.realty@vahoo.com**

Nationwide USA II, Inc. *Proudly Presents for August 2007*

PROPERTIES LOCATED IN THE UNITED STATES:

GALSAC CA-LA Co: **Hollywood Hills** on Mulholland Dr \$6MM or \$4MM JV w/top Arch/Builder 1.5Ac top of hill. \$6MM Const \$8.0MM profit in 2yrs. Stunning home design 10K sf w/5BD 6BA, family rm, hm theater, ofc, 4 car garage, pool/spa, city lights vu

GALSAF CA-San Bernardino Co: **Victorville/Hesperia 355 lots w/ten map \$9MM JV; Victorville \$6MM 244 lots, Hesperia \$3MM 111 lots. Lots profit \$4.5MM or built profit \$21MM or sell land \$19.5MM.** Cal Trans & Rail & major develop projects=boom

GARMBR CA-San Bernardino Co: **Victorville** experienced Architect/Builder seeks JV partner w/\$12MM. \$90MM construction loan for 300 condo units, hotel, health spa, 10-plex cinema, retail & commercial in a mixed use development. \$101MM+ profit!

GALSAG CA-San Diego Co: **Escondido 196Ac \$25MM** 9 gated estate lots w/Wild Animal Pk, valley and hills views; \$8MM 4 JV.

GALSBX HI-Maui Co: **3-1Ac golf course estate lots ocean view JV \$7.5MM** 4 land & entitlemt cost \$6MM profit. Grt location

GALMAJ KS-Wyandotte Co: For sale or JV Partner wanted for 50% share of **60Ac \$1.5MM 151 SFR lots + 49 Twn/hm lots + approx 2Ac of retail.** Lexington Hgts in Kansas City west suburb 3 miles to NASCAR Speedway & Co. Fair Grounds in growing area.

GALSAK MO-Jackson Co: For sale or Investor wanted for 50% share, either **\$4MM for 100Ac + 74Ac** for approx 500 SFR lots or **\$2MM each.** These sites are Blue Hills River & Providence Point & are located on the southeast side of Kansas City in growing area.

GAFMCF MO-Webster Co: For sale or 50% share JV **\$21.2MM** Mixed use developmt **22 finished Comm lots, 28 finished Res lots, more land for Phase 2 & 3.** Project located just 10 miles E of Springfield & 35 miles N/E of Branson on Hwy 60. Area is growing fast

GSBRAM NM-Valencia Co: Albuquerque for sale **3 Shop Ctrs \$3.5MM** w/\$1.5MM dwn; **\$4.65MM** w/\$1.5MM dwn; & **7.85MM** w/\$3.25MM dwn. **All Shop Ctrs are fully or near fully leased out. Owner Mary Carry Balance for 30 yrs at 8.25% interest.**

GSLCAN NM-Valencia Co: Albuquerque: For sale **Commercial corner sites for Developmt \$325-975K .77-4Ac. Hot Mkt!**

GSBBAO NM-Valencia Co: For sale in Albuquerque: **NNN bldgs \$850K & also a 2,800sq ft. restaurant site .85Ac for \$595K.**

GALNAP NV-Clark Co: LV **348 affordable condos \$12MM JV w/Arch/Builder \$18.38MM profit. More projects can follow.**

GSLMAQ NV-Clark Co: L.V. Land w/plans for sale **\$31MM devl 44 story 500U+ luxury condo/hotel w/retail \$140MM profit.**

GAAWBQ NV-Nye Co: Pahrump JV partner w/\$27MM. \$45MM const loan. **38.6Ac to expand 91rm Hotel to 200 & expand 159sp RV Pk on 18Ac & add 50K sq ft Casino, spa, 8-plex cinema, 8K sf event ctr (Bingo etc) & creating a Tuscan facade to produce 20% Cap Rate. Has 8800 sf restaurant.** JV w/top Architect/Builder, 30 yrs experience & licensed throughout western states.

GALMBP OH-Hamilton Co: Cincinnati Mixed-Use Development. Want JV partner w/\$35MM & provide \$70MM construction loan for **450 Condos** in Phase I along Ohio River. **Phase II would be Commercial, Retail & more condos around an 18-Hole Golf Course.** Has an existing Marina on this waterfront. **More condos & commercial development to follow.** Lots of profit, hurry on this 1

GALMAS TX-Ellis Co: 50% JV **\$3.0MM + Const Ln** or For Sale \$3.5MM; **18Ac** corner location comm. lots for shop ctr, fast food restaurants & gas stn; or **\$1MM for 10Ac apt land** all 25 miles south of Dallas. **Fast growing County & next to major Hwy (visible)**

GALMCE TX-Ellis Co: 50% JV **\$2.5MM + Const Ln;** For Sale **\$3MM; 18.8Ac** corner develop for comm & retail lots. Adj to Hwy

GALMCD TX-Kaufman Co: 50% JV **\$4.25MM + Const Ln** or For Sale \$5MM; **98Ac corner loc County Rd w/28.8Ac Retail, 16.2Ac Comm/Lt Indl /R & D Pk, 20.1Ac Multi-Fam & 5.1Ac Sen Assist Live** all 25 miles E. of Dallas. Near nu Walmart & Lowe's

GALYBT USA: **Want JV partner: 4 projects w/\$125MM & qualify for \$230MM const loans, Riverfront Marina/Condo Project; Hotel Casino, Spa & RV Resort; Condo, Hotel, Retail & Theaters; Cinema Circuit Acquire & Developmt Western USA.**

GAOBCI USA: **\$25-125MM** Bus Op JV. Very profitable Rec Vehicle Builder (many types) seeks 2 expand & open distribution ctrs.

GABEBS WESTERN USA: **Architect/Builder Wants JV partner w/\$10MM & \$70MM financing & const loan. Cinema Circuit 32 Locations w/212 screens (28 are being built) Acquire, rehab & develop 25 more screens to start.** He's sold like projects to Regal!

INTERNATIONAL PROPERTIES:

GALMAX CHINA: Want JV Partner w/**\$50-70MM. 14.61Ac, existing 438k sq ft in 53 bldgs for shop ctr on Oceanfront** w/ fountains/sculptures. Like ctr in Shanghai w/historic bldgs. Investor receives 66%. Value should be **\$125MM** when retail & dining complex is leased up, not counting **additional developmt of the music center & possible marina & 5-star hotel sites.**

INTERNATIONAL PROPERTIES (continued):

GALMAY CHINA: Want JV Partner w/\$15-26MM for 3 high rise sites (8 are sold of 11) across from shop ctr (above) park & Ocean views. Sites for up to 40-story hotel, condos, timeshare, office towers or mixed use buildings. Investor will receive a 66% share ownership in the project. There are many projects available in the same area through my client's great Chinese government connections.

GAAMBV CHINA-Beijing: Want JV Partner w/\$30MM existing 101rm 3-4 star hotel w/restaurants needs decorating & build 82 villas w/more later. 2.5-3 yr project w/\$25-30MM in profits. Client has \$3.75MM in project. Client has PhD started 1st Chinese REIT.

GALVBB MEXICO-Ensenada: JV w/award winning Arch/Developer for Oceanfront Development. 700Ac JV for \$57.5MM Includes: \$750MM Resort Hotel w/1,800 rooms; 560 Luxury Cluster Villas; 600 Cluster Homes; 2,000 High Rise Villas; 3,500 Condos in 20 condo towers (175 U's ea) Marina, Golf, Spa & Fitness Ctr, Equestrian Ctr, Shopping Village, Tennis, Amphitheater. Homes fronting marina w/slips, custom man made lagoons. Should sell out for \$3.7B w/\$1.2B profit! Great project!

GALVBA MEXICO-Ensenada: JV Oceanfront Resort Development w/ocean & city views 12Ac \$25MM + \$50MM construction loan. 450 Condo U's in 3-Towers + 50 Cluster Condos, boat launch, tennis courts, amphitheater, rec ctr, restaurant & lots of water features. \$64MM Profit! JV with an award winning Architect/Developer w/great Mexican connections! Dazzling design, near La Bufadora!

GAAVBC MEXICO-Manzanillo: Sell Isla Dorado \$2MM or JV \$1.5MM 15 bch access gated villas, 3 pools; sell Palma Real \$8MM or \$6MM JV for 32 villa/hotel or both for \$10MM or \$7.5MM JV on 8Ac & build 75-125 more w/Arch/Builder. Sell each unit for an ave \$150K = \$23.55MM. Great for a Private Retreat, Condo Hotel or Exclusive Timeshare Project. Complete & buy out Builder after .

GAOZBG WORLDWIDE: We provide buyers w/Resort Sites, Hotels & Casinos, Land, Ofc Bldgs, Retail & Apt Projects all prices

OFF MARKET PROPERTIES AVAILABLE WITH BUYER'S BROKER AGREEMENT:

GARPBH CA-Orange Co: For sale or JV \$350MM 140Ac may add 62AC+ for \$150MM for entertainment development site or theme park w/hotels. Possible National Football League stadium for an expansion team or a team that would move to Orange Co.

GARMBI CA-Orange Co: For sale \$100MM 40Ac site for full service hotels, timeshare, restaurants, entertainment & retail.

GARMBJ CA-Orange Co: For sale 3 separate sites \$11-30MM 4-13Ac sites for hotels, condo towers or possibly apt complex.

GARMBK CA-Orange Co: For sale \$13MM 4.56Ac site for full service hotels, themed restaurants, specialty retail development.

GARNBL CA-Orange Co: For sale \$11MM 4.07Ac site for high density residential development. For condos or an apt tower.

GARMBM CA-Orange Co: For sale \$10MM 3.75Ac site full service hotel, themed restaurants, high density residential development.

GARMBN CA-Orange Co: For sale \$5MM 1.76Ac site for full service hotel, themed restaurants, specialty retail development.

GSBWCC NV-Clark Co: For sale Major Casino Hotel full service hotel, themed restaurants, specialty retail w/land to develop

GALMBW NV-Clark Co: Corp seeks JV Partner w/\$1B for land acquisition & qualify for construction loans of approx'y \$50B for several high raise office towers, high raise condo towers & major retail project. This will be the largest US developm't project

GSBHBX USA: 4 & 5 Star Hotels, several available \$30-850MM, in several areas. Hurry, these absolutely will not last long!

GSPHCH USA: \$600MM Port of 61 flagged mid mkt hotels: **GSBCCK**\$1B Ofc Bldg 1MM+ SF: **GSPUCL**\$148MM 23 Apt Loc 3200+ U's: **GSBHCO** 5-Star Hotel Under Const: **GSLMCP** \$570MM Vegas 38Ac Developmt Site; 10Ac entitled 2035U in 3 Towers 300Rm Hotel Casino: Entire Project; 7 Res Towers, 5 Hotels, Casino, Shop Ctr, Convention Sp, Show Rms, Restaurants

GALXCF & GALXCM CANADA: 2 ski resort development projects. JV partner for development of \$500MM & \$900MM entire ski resorts. Both w/ breath taking scenery & one with year round skiing, to surpass Whistler as the #1 ski resort in N. America!

GAPMCN EUROPE: Over 20 Off Market Opportunities available includes Hotels, Retail Centers, Office Buildings, Industrial, Units, Developments, Mixed Use & Portfolios in the UK, Germany, Austria, Spain, Italy, etc. Price ranges available up to \$900MM

GALMCG PERSIAN GULF STATES: \$300MM to 22B; Major Opportunities for development of substantial projects through-out region, include Resorts, Hotels, Retail Centers & Malls, Commercial Towers & Complexes, Residential Theme Parks, Theater Complexes, Restaurants, Golf, Sports & Mixed Use. These include Super Regional Developments. Booming area & Huge profits!

Contact "The Broker's Broker": Maurice R. Murphy, C.F.O. & Broker
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