



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
LAURA DEAN-LYTLE

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When Recorded Return To:

Snell & Wilmer L.L.P.
1500 UniSource Tower
One South Church Avenue
Tucson, Arizona 85701-1612

For Recorder's Use

**USE COVENANTS
RUNNING WITH THE LAND**

These Use Covenants Running with the Land ("Use Covenants") are entered into this 23RD day of JANUARY, 2007, by BRALU, L.L.C., an Arizona limited liability company ("Bralu"), and NEW NGC, INC., a Delaware corporation ("NGC").

RECITALS:

A. Bralu is the original owner of that certain real property located in Pinal County, Arizona, which is described on Exhibit "A" attached hereto (the "Property").

B. Bralu and NGC do hereby execute and record these Use Covenants immediately following execution and recordation by Bralu of a Special Warranty Deed conveying to NGC those portions of the Property described in Exhibit "B" hereto (the "Sale Parcel"), Exhibit "C" hereto (the "Rail Facilities Parcel"), and Exhibit "D" hereto (the "Road Parcel").

C. As of the date of execution and recording hereof, therefore, NGC owns the Sale Parcel, the Rail Facilities Parcel, and the Road Parcel, and Bralu owns the remainder of the Property, defined below as the Remainder Parcel.

D. NGC intends, among other things, to construct on the Sale Parcel a manufacturing, distribution and warehousing facility for wallboard and related products ("NGC's Wallboard Operations"), and to construct within the Rail Facilities Parcel certain railroad track and related improvements and facilities. Such improvements are planned to include two parallel tracks (the "Parallel Tracks") running generally along the width of the Rail Facilities Parcel adjacent to or near the existing Union Pacific Railroad rail lines and tracks. The Parallel tracks are planned to connect with the Union Pacific tracks near each end of the Rail Facilities Parcel. NGC further intends to construct two or more shorter tracks (each, a "Spur Track") generally south of the Parallel Tracks. The Spur Tracks shall connect with the Parallel Tracks, by means of switches, at both the easterly and westerly ends of the Parallel Tracks. Other facilities constructed on the Rail Facilities Parcel by NGC may include, but shall not be limited to, such improvements as signals, barriers, bracing and abutments, and fences, all to facilitate the movement of train cars. Facilities built by NGC in connection with the Spur Tracks may include, but

shall not be limited to, access decks and sidings to be used for, among other things, the loading, unloading, maintenance and setup of train cars to service NGC's Wallboard Operations. It is NGC's intent that the Parallel Tracks and the Spur Tracks would be constructed in connection with, at any time before or after, construction of NGC's planned wallboard and other facilities. A preliminary depiction of the Parallel Tracks and the Spur Tracks is shown in Exhibit "E" hereto.

ARTICLE 1 DEFINITIONS

"Access Road Installation Costs" shall mean all hard and soft costs paid by NGC to third parties in installing the main access road within the Road Parcel, as more specifically set forth in that certain contemporaneously recorded "Roadway and Utility Construction, Easement and Maintenance Agreement" executed by and between the Parties, but excluding costs of installing water and sewer main lines and related facilities within the right of way of the main access road. Access Road Installation Costs shall include, but shall not be limited to, costs of engineering, design, materials, grading, paving, trenching, equipment and labor, and the cost of all permits, applications and similar costs and excluding NGC's overhead and in-house costs and excluding amounts paid to affiliates of NGC to the extent such payments to affiliates might exceed the fair market value of labor, materials or services furnished.

"Agreement to Use Parallel Tracks" shall mean an agreement executed pursuant to the provisions of Article 4 hereof and containing the requisite elements set forth therein.

"Bralu" shall mean BRALU, L.L.C., an Arizona limited liability company, and any Person to whom it expressly in writing assigns any or all of its rights under these Use Covenants.

"City" shall mean the City of Eloy, Arizona.

"NGC Development Agreement" shall mean the development agreement anticipated to be entered into by and between NGC and the City providing for among other things, certain stipulations pertaining to rezoning, installation of infrastructure, and sale tax rebates.

"NGC" shall mean New NGC, Inc., a Delaware corporation, its successors and assigns.

"NGC's Wallboard Operations" shall mean a manufacturing, distribution and warehousing facility for wallboard and related products on the Sale Parcel and Rail Facilities Parcel.

"Occupant" shall mean any Person, other than an Owner, occupying any portion of the Property, or building or structure thereon, as a tenant or otherwise, other than on a merely transient basis.

"Owner" shall mean the owner of legal title to the fee simple interest in any portion of the Property.

"Parallel Tracks" shall mean the tracks described as such in the recitals above.

"Parallel Track Construction Cost" shall mean all out-of-pocket hard and soft costs, excluding overhead, incurred by the Rail Parcel Owner in constructing the Parallel Tracks, switches and appurtenant equipment necessary to accommodate rail cars from the Spur Tracks or Remainder Owner Spur Tracks, including but not limited to engineering, design, materials and labor costs, and the cost of all permits, applications and similar costs, but excluding costs incurred by NGC in making payment to any of its affiliates to the extent such payments might exceed the fair market value of labor, materials or services furnished.

"Person" shall mean a natural person, corporation, business trust, estate, trust, partnership, association, limited liability company, limited liability partnership, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

"Rail Parcel Owner" shall mean the Owner from time to time of the Rail Facilities Parcel.

"Remainder Parcel" shall mean the Property excluding the Sale Parcel, the Rail Facilities Parcel and the Road Parcel.

"Road Parcel Owner" shall mean the Owner from time to time of the Road Parcel, but shall not apply to the City if the City obtains fee title to the Road Parcel.

"Sale Parcel Owner" shall mean the Owner from time to time of the Sale Parcel.

"Spur Tracks" shall mean the tracks described as such in the recitals above.

ARTICLE 2 USE COVENANTS

In consideration of the matters set forth in the Recitals and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Brahu and NGC agree to the following and hereby declare, covenant and agree that the Property is and shall be subject to all of the following covenants, conditions, restrictions, prohibitions and servitudes, all of which shall run with the land and be binding upon the Property and all parties having or acquiring any right, title or interest in or to the Property, or any part thereof. By acceptance of a deed or by acquiring any interest in any of the Property, each Owner and Occupant, for himself, herself or itself, and his, her or its heirs, personal representatives, successors, transferees and assigns, binds himself, herself or itself, and his, her or its heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations imposed by these Use Covenants. In addition, each such Owner and Occupant by so doing evidences his, her or its intent that all the restrictions, conditions, covenants, rules

and regulations contained in these Use Covenants shall run with the land and be binding on all subsequent and future Owners, Occupants, grantees, purchasers, assignees, lessees and transferees thereof.

ARTICLE 3 USES OF THE PROPERTY

3.1 General Declaration. It is acknowledged by NGC and Bralu that plans for the Property may materially change over time, and nothing herein shall be deemed a representation or warranty that the Property or any other land may be developed in any particular manner.

3.2 Use Restrictions. Except as provided herein, the Property may be used for any lawful agricultural, industrial or commercial use. There shall be no residential use permitted on the Property, provided, however, that hotel, motel or other temporary residence use and a domicile in conjunction with a self storage use shall not be deemed to be "residential" and shall not be prohibited hereunder so long as such uses are permitted under applicable zoning in effect at the time of any such use.

3.3 Prohibited Uses. The following uses are prohibited on any portion of the Property: outdoor race track or amusement park; cemeteries; camping; storage, transfer, dumping or incineration of garbage such that the primary use of a parcel is as a landfill or incinerator of garbage; disposal or reduction of animals; fat rendering operations; stockyard or slaughtering facilities; surface strip mining; and smelting operations.

In addition, the following uses are prohibited: a) any business or operation involving the regular manufacture, use or distribution of "extremely hazardous substances," as defined or listed in 42 U.S.C. Section 11002(a); b) operations whose primary business is the storing or transportation of "hazardous waste," as defined or listed in 42 U.S.C. Section 6921, or "toxic substances," as defined or listed in 15 USC Sections 2603, 2605, or 2606; c) any operation regularly using, storing, or transporting "hazardous waste" or "toxic substances," as so defined or listed, or "pollutants" as defined or listed in 33 USC Section 1362(6), unless, for purposes of this subpart (c), such regular use, storage or transportation is strictly in compliance with all federal, state and local laws and regulations applicable thereto; and d) any business or operation involving the outdoor storage of chemicals, wastes, pollutants or petroleum products in any surface pit, pond or lagoon constructed upon the land, open or closed, or in containers located upon the land which could adversely affect the vadose zone or groundwater resources beneath the surface of the land. Nothing in this paragraph shall limit NGC's Wallboard Operations or related activities conducted in compliance with law.

3.4 Wallboard Operations. Bralu and all Owners and Occupants, present and future, acknowledge the possibility of the existence, operation and future expansion of NGC's Wallboard Operations. Such use, without limitation of others, is expressly permitted. In connection therewith, it is agreed as follows:

3.4.1 The operation, maintenance and expansion of NGC's Wallboard Operations may require maintenance and operation activities on a daily basis, at any time of the day or night. The Wallboard Operations will also include the transportation of material, goods, and other things by rail, road, or any other means, for use in NGC's Wallboard Operations. Such operation, maintenance, expansion, transportation and other activity will be conducted on a daily basis, at any time of the day or night. In connection therewith, neither the Rail Parcel Owner, the Sale Parcel Owner nor their shareholders, officers, employees, agents or contractors shall be responsible or accountable for any claims, causes of action, costs, or damages on account of, relating to, or arising out of, alleged nuisances associated with any such matters, including, but not limited to, noise, dust, smells and lighting. Bralu and all Owners and Occupants do hereby release NGC and the shareholders, officers, employees, agents and contractors of NGC from any and all such claims, causes of action, costs and damages, but relating solely to such alleged nuisances.

3.4.2 Bralu and all Owners and Occupants acknowledge and agree that NGC may construct improvements related to NGC's Wallboard Operations anywhere within the Sale Parcel.

3.5 NGC's Use and Withdrawal of Water. Bralu and all Owners and Occupants, present and future, acknowledge the possibility of NGC's use on, and withdrawal of water from beneath, the Sale Property in connection with NGC's activities thereon, including NGC's Wallboard Operations, and each such party acknowledges that it shall make no objection thereto. To protect NGC's ability to drill wells and withdraw groundwater, Bralu and all Owners and Occupants, present and future, agree that no well shall be drilled on the Remainder Parcel if the drilling of such well or use thereof would interfere with NGC's ability to drill and use wells on the Sale Parcel or if such drilling and use by Bralu or Owners or Occupants would not fully be in compliance with all rules and regulations of ADWR and with Arizona law. It is acknowledged that the Remainder Parcel may presently possess a portion of the appurtenant Irrigation Grandfathered Rights pursuant to Grandfathered Groundwater Right Certificate No. 58-100896.0015 (Irrigation) issued by the Arizona Department of Water Resources. Each Owner of any portion of the Remainder Parcel shall extinguish any Grandfathered Water Rights appurtenant to its portion of the Remainder Parcel and shall convey "Extinguishment Credits" therefrom to the City as and when required by the City as a condition to operation and acceptance by the City of a water system and provision of water service therefrom.

ARTICLE 4 RAIL FACILITIES

Pursuant to the terms and conditions hereof, each Owner and Occupant meeting the criteria below shall have the right, at its sole expense, to construct upon the Rail Facilities Parcel one or more spur tracks (each, a "Remainder Owner Spur Track") generally south and west of NGC's Spur Tracks which would connect, by means of a switch installed by such Owner, to one of the Parallel Tracks, thereby accessing the Union Pacific tracks where depicted and specifically noted on Exhibit "E" hereto. No

Remainder Owner Spur Track may encroach upon any portion of the Sale Parcel. Each Remainder Owner Spur Track constructed by an Owner or Occupant may be used for, among other things, the movement, loading, unloading, maintenance and setup of train cars to service the operations of such Owners and Occupants. As a condition to the use of any Remainder Owner Spur Track by Owners or Occupants of property within the Remainder Parcel to access the Parallel Tracks or the Union Pacific Tracks, each such Owner or Occupant: a) must own or occupy real property within the parcel described on Exhibit "F" attached hereto, or own or occupy real property within the parcel described on Exhibit "G" attached hereto and have obtained direct legal and physical access to the Rail Facilities Parcel; and b) shall be required to sign an Agreement to Use Parallel Tracks or equivalent agreement, by whatever name, in substance reasonably satisfactory to the Sale Parcel Owner and Rail Parcel Owner, and in any case where the Owner and Occupant are different persons or legal entities, both the Owner and the Occupant must execute the Agreement to Use Parallel Tracks. Except as otherwise agreed by the Sale Parcel Owner and Rail Parcel Owner, the Agreement to Use Parallel Tracks shall provide that such Owner or Occupant:

(a) Be granted an easement to use a portion of the Parallel Tracks, by means of one or more switches, solely for shipping via one or more Remainder Owner Spur Tracks, switches and necessary appurtenant equipment to be constructed at such Owner's or Occupant's sole expense. Any such easement to an Owner or Occupant shall, among other things, terminate when an Owner or Occupant no longer has any interest in the land or right to continue its operations;

(b) Must at all times keep the Parallel Tracks free and clear of rail cars or other obstructions, provided, however, that commercially reasonable periods of time shall be allowed for the actual movement of material and equipment, including rail cars, as needed for shipping purposes;

(c) Must acknowledge the prior and superior usage by the Sale Parcel Owner and Rail Parcel Owner, and the right of the Sale Parcel Owner and Rail Parcel Owner to keep the Parallel Tracks and Spur Tracks free and clear of obstruction for its receiving and shipping, together with a right to require at any time that other cars be promptly removed so that the Sale Parcel Owner and Rail Parcel Owner can ship or receive, notwithstanding the provisions of Subsection (b) above. Similarly, but in no way waiving prior and superior status with respect to the Parallel Tracks, the Sale Parcel Owner and Rail Parcel Owner shall make reasonable efforts to keep the Parallel Tracks free and clear of obstruction to permit receiving and shipping by applicable Owners and Occupants;

(d) Must pay to the Sale Parcel Owner a one-time charge for a pro rata share of the Parallel Track Construction Cost. Such pro rata share shall be detailed in the Agreement to Use Parallel Tracks and shall be based on the total number of acres owned or occupied by such Owner or Occupant compared to 179.76 acres, which is the total area of the Property (including the acreage of the Sale Parcel) available to be directly rail-served from the Union Pacific rail line by crossing the Rail Facilities Parcel. The Agreement to Use Parallel Tracks shall further provide that, to the extent that the Sale

Parcel Owner or the Rail Parcel Owner receives any construction privilege tax rebates from the City in connection with any construction or installation on the Sale Parcel, the Rail Facilities Parcel or the Road Parcel and, to the extent such rebates exceed the Access Road Installation Costs, the Rail Parcel Owner shall credit or reimburse such Owners or Occupants for up to the full amount of their one-time charge under this Subsection (d) based upon the foregoing pro rata share, but only to the extent of amounts actually paid by each such Owner or Occupant pursuant to these Use Covenants and not previously refunded. In no event shall the Rail Parcel Owner be entitled to recover directly from the Owners, in the aggregate, more than forty-three percent (43%) of the total Parallel Track Construction Cost, and once such sum is recovered, no further payments toward the Parallel Track Construction Cost shall be required. For purposes of calculating the pro rata share contemplated above in this Subsection, the number of acres of land owned or occupied by an Owner or Occupant requesting access to one of the Parallel Tracks shall be deemed to be the area of the entire parcel owned by such Owner or used by such Occupant and in the event that any parcel owned or occupied by such Owner or Occupant, as applicable, is ever increased in size, then the acreage of the incremental increase shall be added to the calculation of such Owner's or Occupant's pro rata share;

(e) Must pay annually to the Rail Parcel Owner, as assessments or otherwise, a pro rata share of the cost of the operation, maintenance, repair, replacement, usage (including usage fees, license fees, permit fees and the like), and insurance of the Parallel Tracks and related appurtenances and switches. Such pro rata share of such costs, and obligations for operation, maintenance, repair, replacement, and usage, shall be detailed in the Agreement to Use Parallel Tracks and shall be based on volume and frequency of use;

(f) Must promptly repair damage caused by negligent, willful, or wanton conduct of such Owner or Occupant, and reimburse the Rail Parcel Owner for repairs made by the Rail Parcel Owner for such damage;

(g) Must grant the Rail Parcel Owner the right to place liens on the property owned or occupied by the Owner or Occupant as security for payment of any delinquent fees, charges, or assessments;

(h) Must comply with all rules and regulations reasonably adopted by the Rail Parcel Owner for use of the Parallel Tracks and related appurtenances and switches;

(i) Must submit any proposed rail spur design to the Rail Parcel Owner and to Union Pacific Railroad for approval by each, and shall pay any hook up, use or other such fees which may be imposed by Union Pacific Railroad;

(j) Shall indemnify, hold harmless, and defend the Rail Parcel Owner and Sale Parcel Owner from any and all claims or causes of action asserted as a result of the use by such Owner's or Occupant's, or their agents, affiliates, representatives, contractors, employees or agents, of any portion of the Rail Facilities Parcel, including but not limited to claims arising from negligent, willful or wanton usage, and must maintain commercial general liability insurance naming NGC as an additional insured

and certificate holder under a standard ISO blanket endorsement, with limits of not less than \$5,000,000.00 of coverage, per person, for personal injury, nor less than \$20,000,000.00 coverage in the aggregate, such coverage to be issued by an insurer authorized to do business in Arizona and rated "A" or better by A.M. Best Co., in Best's Key Guide. The Rail Parcel Owner and the Sale Parcel Owner shall similarly indemnify, hold harmless, and defend such Owners and Occupants from any and all claims or causes of action asserted as a result of the use by such the Rail Parcel Owner or Sale Parcel Owner, as applicable, or their agents, affiliates, representatives, contractors, employees or agents, of any portion of the Rail Facilities Parcel, including but not limited to claims arising from negligent, willful or wanton usage of the Rail Facilities Parcel by the Rail Parcel Owner or the Sale Parcel Owner, as applicable. Notwithstanding the foregoing, the Rail Parcel Owner, the Sale Parcel Owner and other Owners or Occupants shall not be required to indemnify or defend any actual or proposed indemnitee for such indemnitee's own negligent, willful or wanton acts; and

(k) Shall be prohibited from using the Parallel Tracks or entering upon the Rail Facilities Parcel upon any breach of the foregoing or of the terms of the Agreement to Use Parallel Tracks.

Any further grants of rights of use of any rail facilities, beyond those grants of rights set forth in these Use Covenants, shall be at the sole discretion of Rail Parcel Owner. Nothing herein shall prevent the Rail Parcel Owner from granting such rights. All Owners acknowledge that limited space exists on the Rail Facilities Parcel, and that once commitments for Remainder Owner Spur Tracks have been made which, in the aggregate, reasonably prohibit the installation of additional track facilities, whether due to congestion, safety considerations, rule established by the Union Pacific Railroad, or otherwise, no additional track facilities may be established on the Rail Facilities Parcel. In such case, any additional Remainder Owner Spur Tracks must be built off the Rail Facilities Parcel.

ARTICLE 5 REMEDIES AND AMENDMENTS

5.1 Remedies. Any Owner shall be entitled to enforce the provisions of these Use Covenants and, in the event of an enforcement action, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses. An enforcing Owner shall be entitled to seek and obtain equitable relief against an Owner or Occupant in default of the terms of these Use Covenants, including, but not limited to, declaratory relief, injunctive relief and orders of specific performance.

5.2 No Representation. Nothing herein shall constitute a warranty or representation that any particular frequency or manner of access to the Parallel Tracks shall be permitted or approved by the Rail Parcel Owner. Rights if any to the Parallel Tracks shall be governed solely by the terms of each Agreement to Use Parallel Tracks.

5.3 Amendments. These Use Covenants may be amended or terminated by recording, in the office of the Recorder of Pinal County, Arizona, an instrument in

writing signed by the Sale Parcel Owner, the Rail Parcel Owner and Owners who in the aggregate comprise fifty-one percent (51%) by area of the Remainder Parcel. Any termination or amendment of these Use Covenants made while Bralu, or its assignee as provided in Article 1 hereof, is an Owner shall be effective only if it is also approved by Bralu. Notwithstanding the foregoing, a proposed amendment shall require the consent of an Owner if the amendment would: (a) deprive such Owner of the right to seek an Agreement to Use Parallel Tracks or equivalent agreement under Article 4 hereof; (b) deprive such Owner of enforcement rights under Section 5.1 hereof; (c) impose new use restrictions on such Owner's parcel; (d) impose new financial liability on such Owner; or (e) delete or amend this Section 5.3.

5.4 Counterparts. These Use Covenants may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

EXECUTED as of the day and year first above written.

NGC:

NEW NGC, INC., a Delaware corporation

By: _____
Name: _____
Its: _____

BRALU:

BRALU, L.L.C., an Arizona limited liability company

By: William S Lund
Name: William Lund
Its: Manager

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2007,
by _____, the _____ of NEW NGC, INC., a Delaware
corporation, on behalf of the corporation.

Notary Public

My commission expires:

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 19 day of Jan., 2007,
by William Lund, the Manager of BRALU, L.L.C., an Arizona limited
liability company, on behalf of the limited liability company.

Notary Public

Catherine S. Corley

My commission expires:

6/12/2008



CATHERINE S. CORLEY
Notary Public - Arizona
Maricopa County
Expires 06/12/08

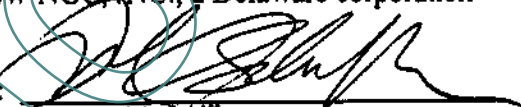
writing signed by the Sale Parcel Owner, the Rail Parcel Owner and Owners who in the aggregate comprise fifty-one percent (51%) by area of the Remainder Parcel. Any termination or amendment of these Use Covenants made while Bralu, or its assignee as provided in Article 1 hereof, is an Owner shall be effective only if it is also approved by Bralu. Notwithstanding the foregoing, a proposed amendment shall require the consent of an Owner if the amendment would: (a) deprive such Owner of the right to seek an Agreement to Use Parallel Tracks or equivalent agreement under Article 4 hereof; (b) deprive such Owner of enforcement rights under Section 5.1 hereof; (c) impose new use restrictions on such Owner's parcel; (d) impose new financial liability on such Owner; or (e) delete or amend this Section 5.3.

5.4 Counterparts. These Use Covenants may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

EXECUTED as of the day and year first above written.

NGC:

NEW NGC, INC., a Delaware corporation

By: 

Name: Samuel A. Schiffman

Its: Vice President, General Counsel & Secretary

BRALU:

BRALU, L.L.C., an Arizona limited liability company

By: _____

Name: _____

Its: _____

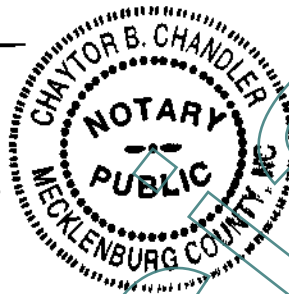
STATE OF North Carolina)
) ss.
County of Mecklenburg)

The foregoing instrument was acknowledged before me this 19 day of January, 2007,
by Samuel A. Schaffman the Vice President, General Counsel & Secretary of NEW NGC, INC., a Delaware
corporation, on behalf of the corporation.

Notary Public Chaytor B. Chandler

My commission expires:

10/25/09



STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of ____, 2007,
by ____, the ____ of BRALU, L.L.C., an Arizona limited
liability company, on behalf of the limited liability company.

Notary Public

My commission expires:

Exhibit "A"
[Description of the Property Attached]

Unofficial

**Legal Description
Sunshine Boulevard & I-10
Total Parcel**

Job No. 06-031

Revised: August 10, 2006
August 9, 2006
May 10, 2006

A portion of Section 8 and a portion of the North Half of Section 17, Township 8 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, being more particularly described as follows:

COMMENCING at a brass cap in a handhole at the southwest corner of said Section 8, from which a $\frac{3}{4}$ " pipe at the south quarter corner of said Section 8 bears S89°46'27"E (an assumed bearing) at a distance of 2636.35 feet; thence N00°30'00"W, along the west line of the Southwest Quarter of said Section 8, for a distance of 2100.29 feet; thence N89°30'00"E for a distance of 50.00 feet to a point on the east line of the west 50.00 feet of the Southwest Quarter of said Section 8, said point being the POINT OF BEGINNING;

Thence N00°30'00"W, along said east line, for a distance of 514.51 feet to a point on the east-west midsection line of said Section 8; thence N00°29'38"W, along the east line of the west 50.00 feet of the Northwest Quarter of said Section 8, for a distance of 196.11 feet; thence N89°46'44"E for a distance of 317.00 feet to a point on the east line of the west 367.00 feet of the Northwest Quarter of said Section 8; thence N00°29'38"W, along said east line, for a distance of 2102.53 feet to a point on the southerly line of the Union Pacific Railroad right of way; thence S53°40'34"E (S53°40'45"E record), along said southerly line for a distance of 6135.34 feet (6134.99 feet record) to a point on the east line of the Southeast Quarter of said Section 8; thence S00°13'36"E (S00°13'46"E record), along said east line, for a distance of 1301.21 feet (1301.14 feet record) to a $\frac{3}{4}$ " pipe at the southeast corner of said Section 8 and the northeast corner of said Section 17; thence S00°24'55"E (S00°22'55"E record), along the east line of the Northeast Quarter of said Section 17, for a distance of 1260.20 feet (1259.92 feet record) to a point on the northeasterly line of the Interstate 10 right of way; thence N74°33'00"W, along said northeasterly line, for a distance of 2183.69 feet (2184.64 feet record) to a point on a non tangent curve, concave to the northeast, the center of which bears N15°26'50"E at a distance of 17,038.73 feet; thence northwesterly, along said northeasterly line and the arc of said curve, through a central angle of 06°52'22" for a distance of 2043.84 feet; thence N15°30'00"W (N16°18'47"W record), not tangent to said curve, along said northeasterly line, for a distance of 68.57 feet (69.56 feet record); thence N76°16'11"W, along said northeasterly line, for a distance of 162.81 feet; thence N64°07'58"W, along said northeasterly line, for a distance of 175.17 feet to the beginning of a curve, concave to the northeast, the center of which bears N25°52'01"E at a distance of 1177.86 feet; thence northwesterly, along said northeasterly line and the arc of said curve, through a central angle of 26°45'05" for a distance of 549.94 feet to a point of tangency; thence N37°22'54"W, along said northeasterly line, for a distance of 440.46 feet; thence N18°56'27"W, along said northeasterly line, for a distance of 230.92 feet; thence N89°30'00"E, leaving said northeasterly line of the Interstate 10 right of way, for a distance of 753.11 feet; thence N00°30'00"W, along a line parallel with the west line of the Southwest Quarter of said Section 8, for a distance of 1045.21 feet thence S89°30'00"W for a distance of 858.11 feet to the POINT OF BEGINNING;

An area containing 402.60 acres, more or less.

EPS Group, Inc. • 2150-1 S. Country Club Dr., Suite 22 • Mesa, AZ 85210
Tel (480) 503-2250 • Fax (480) 503-2258

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Exhibit "B"
[Description of the Sale Parcel Attached]

Unofficial



**Legal Description
National Gypsum
Sunshine Boulevard & I-10**

Job No. 06-031

Revised: August 9, 2006
July 26, 2006
June 28, 2006

A portion of Section 8, Township 8 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, being more particularly described as follows:

BEGINNING at a 3/4" pipe at the southeast corner of said Section 8, from which a 3/4" pipe at the south quarter corner of said Section 8 bears N89°46'45"W (an assumed bearing) at a distance of 2636.32 feet; thence N89°46'45"W, along the south line of the Southeast Quarter of said Section 8, for a distance of 269.41 feet to the beginning of a curve, concave to the north, the center of which bears N00°13'15"E at a distance of 760.00 feet; thence westerly, along the arc of said curve, through a central angle of 36°06'12" for a distance of 478.89 feet to a point of tangency; thence N53°40'34"W for a distance of 1,210.52 feet to the beginning of a curve, concave to the northeast, the center of which bears N36°19'26"E at a distance of 25.00 feet; thence northwesterly, along the arc of said curve, through a central angle of 51°45'12" for a distance of 22.58 feet; to the beginning of a reverse curve, concave to the southwest, the center of which bears S88°04'38"W at a distance of 80.00 feet; thence northwesterly along the arc of said curve, through a central angle of 103°30'24" for a distance of 144.52 feet to the beginning of a reverse curve, concave to the north, the center of which bears N15°25'46"W at a distance of 25.00 feet; thence westerly, along the arc of said curve, through a central angle of 51°45'12" for a distance of 22.58 feet to a point of tangency; thence N53°40'34"W for a distance of 1633.98 feet; thence N36°19'26"E for a distance of 1350.00 feet to a point on the southerly line of the Union Pacific Railroad right of way; thence S53°40'34"E, along said southerly line for a distance of 2900.00 feet to a point on the east line of the Southeast Quarter of said Section 8; thence S00°13'36"E, along said east line, for a distance of 1301.21 feet to the POINT OF BEGINNING;

An area containing 102.90 acres, more or less.

Exhibit "C"
[Description of Rail Facilities Parcel]

Unofficial



**Legal Description
Rail Siding Tract
Sunshine Boulevard & I-10**

Job No. 06-031

Revised: August 10, 2006
August 9, 2006
June 28, 2006

A portion of the North Half of Section 8, Township 8 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, being more particularly described as follows:

COMMENCING at a $\frac{1}{4}$ " pipe at the southeast corner of said Section 8, from which a $\frac{1}{4}$ " pipe at the south quarter corner of said Section 8 bears $N89^{\circ}46'45''W$ (an assumed bearing) at a distance of 2636.32 feet; thence $N00^{\circ}13'36''W$, along the east line of the Southeast Quarter of said Section 8, for a distance of 1301.21 feet to a point on the southerly line of the Union Pacific Railroad right of way; thence $N53^{\circ}40'34''W$, along said southerly line, for a distance of 2900.00 feet to the POINT OF BEGINNING;

Thence $S36^{\circ}19'26''W$, leaving said southerly line, for a distance of 150.00 feet; thence $N53^{\circ}40'34''W$, along a line parallel with and 150 feet southwest of said Union Pacific Railroad right of way, for a distance of 3123.05 feet to a point on the east line of the west $\frac{1}{4}$ section of the northwest quarter of said Section 8; thence $N00^{\circ}29'38''W$, along said east line, for a distance of 187.37 feet to a point on the southerly line of the Union Pacific Railroad right of way; thence $S53^{\circ}40'34''E$, along said southerly right-of-way line, for a distance of 3235.34 feet to the POINT OF BEGINNING;

An area containing 10.95 acres, more or less.

Exhibit "D"
[Description of Road Parcel]

Unofficial

**Legal Description
Access Road
Sunshine Boulevard & I-10**

Job No. 06-031

Revised: January 16, 2007
August 9, 2006
July 26, 2006
June 28, 2006

A portion of Section 8 and the Northeast Quarter of Section 17, Township 8 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, being more particularly described as follows:

BEGINNING at a $\frac{3}{4}$ " pipe at the southeast corner of said Section 8, from which a $\frac{3}{4}$ " pipe at the south quarter corner of said Section 8 bears $N89^{\circ}46'45''W$ (an assumed bearing) at a distance of 2636.32 feet; thence $S00^{\circ}24'55''E$, along the east line of the Northeast Quarter of Section 17, for a distance of 80.00 feet; thence $N89^{\circ}46'45''W$ for a distance of 270.29 feet to the beginning of a curve, concave to the north, the center of which bears $N00^{\circ}13'15''E$ at a distance of 840.00 feet; thence westerly, along the arc of said curve, through a central angle of $36^{\circ}06'12''$ for a distance of 529.30 feet to a point of tangency; thence $N53^{\circ}40'34''W$ for a distance of 1,210.52 feet to the beginning of a curve, concave to the south, the center of which bears $S36^{\circ}19'26''W$ at a distance of 25.00 feet; thence westerly, along the arc of said curve, through a central angle of $51^{\circ}45'12''$ for a distance of 22.58 feet; to the beginning of a reverse curve, concave to the northeast, the center of which bears $N15^{\circ}25'46''W$ at a distance of 80.00 feet; thence northwesterly along the arc of said curve, through a central angle of $103^{\circ}30'24''$ for a distance of 144.52 feet to the beginning of a reverse curve, concave to the west, the center of which bears $S88^{\circ}04'38''W$ at a distance of 25.00 feet; thence northwesterly, along the arc of said curve, through a central angle of $51^{\circ}45'12''$ for a distance of 22.58 feet to a point of tangency; thence $N53^{\circ}40'34''W$ for a distance of 2739.64 feet to the beginning of a curve, concave to the south, the center of which bears $S36^{\circ}19'26''W$ at a distance of 1160.00 feet; thence westerly, along the arc of said curve, through a central angle of $30^{\circ}33'03''$ for a distance of 618.52 feet; thence $S88^{\circ}05'27''W$, not tangent to said curve, for a distance of 246.49 feet; thence $S89^{\circ}46'44''W$ for a distance of 350.00 feet to a point on the east line of the west 50 feet of the Northwest Quarter of Section 8; thence $N00^{\circ}29'38''W$, along said east line, for a distance of 100.00 feet; thence $N89^{\circ}46'44''E$, leaving said east line, for a distance of 350.00 feet; thence $S88^{\circ}05'27''E$ for a distance of 170.70 feet to the beginning of a curve, concave to the southwest, the center of which bears $S01^{\circ}54'33''W$ at a distance of 1240.00 feet; thence easterly, along the arc of said curve, through a central angle of $34^{\circ}24'53''$ for a distance of 744.81 feet to a point of tangency; thence $S53^{\circ}40'34''E$ for a distance of 2741.16 feet to the beginning of a curve, concave to the north, the center of which bears $N36^{\circ}19'26''E$ at a distance of 25.00 feet; thence easterly, along the arc of said curve, through a central angle of $51^{\circ}45'12''$ for a distance of 22.58 feet to the beginning of a reverse curve, concave to the southwest, the center of which bears $S15^{\circ}25'46''E$ at a distance of 80.00 feet; thence southeasterly, along the arc of said curve, through a central angle of $103^{\circ}30'24''$ for a distance of 144.52 feet to the beginning of a reverse curve, concave to the northeast, the center of which bears $N88^{\circ}04'38''E$ at a distance of 25.00 feet; thence southeasterly along the arc of said curve, through a central angle of $51^{\circ}45'12''$ for a distance of 22.58 feet to a point of tangency; thence $S53^{\circ}40'34''E$ for a distance of 1,210.52 feet to the

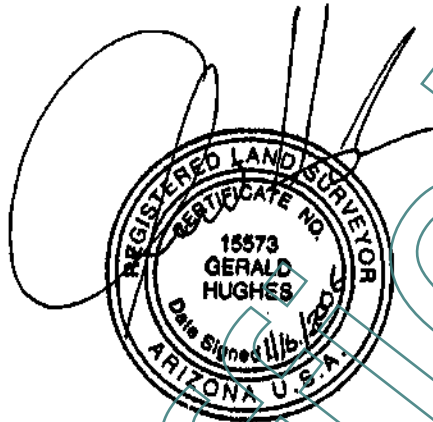
EPS Group, Inc. • 2150-I S. Country Club Dr., Suite 22 • Mesa, AZ 85210

Tel (480) 503-2250 • Fax (480) 503-2258

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beginning of a curve, concave to the north, the center of which bears N36°19'26"E at a distance of 760.00 feet; thence easterly, along the arc of said curve, through a central angle of 36°06'12" for a distance of 478.89 feet to a point of tangency on the south line of the Southeast Quarter of said Section 8; thence S89°46'45"E, along said south line, for a distance of 269.41 feet to the POINT OF BEGINNING;

An area containing 11.67 acres, more or less.



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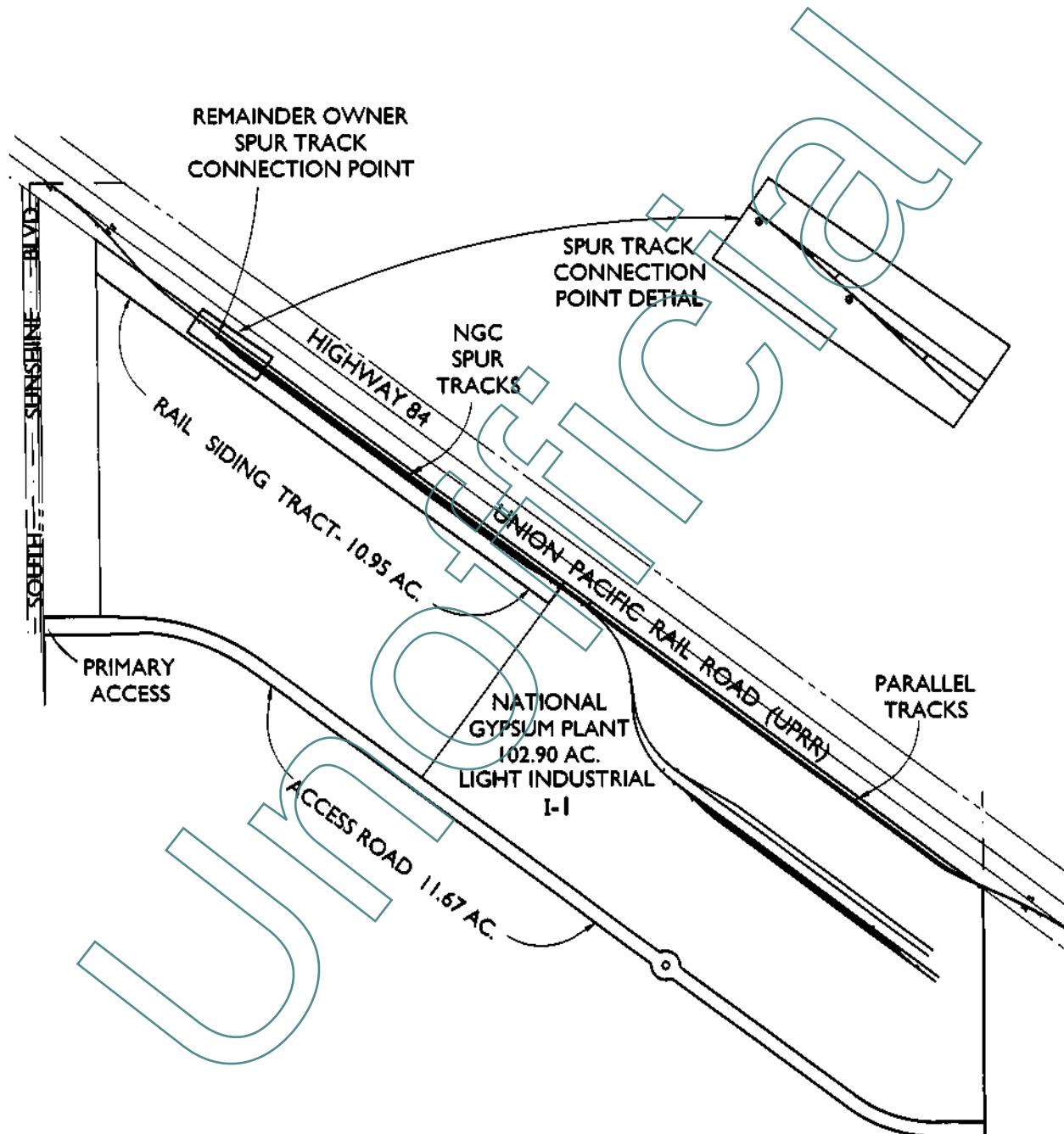
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Exhibit "E"
[Depiction of Parallel Tracks, Spur Tracks, Switches and Connection Area]

Unofficial

**RAIL EXHIBIT OVERVIEW
RAIL EXHIBIT I OF 3
FOR
NATIONAL GYPSUM COMPANY**

A portion of Section 8 & Section 17, T. 8 S., R. 8
E., of the Gila and Salt River Meridian, Pinal County,
Arizona



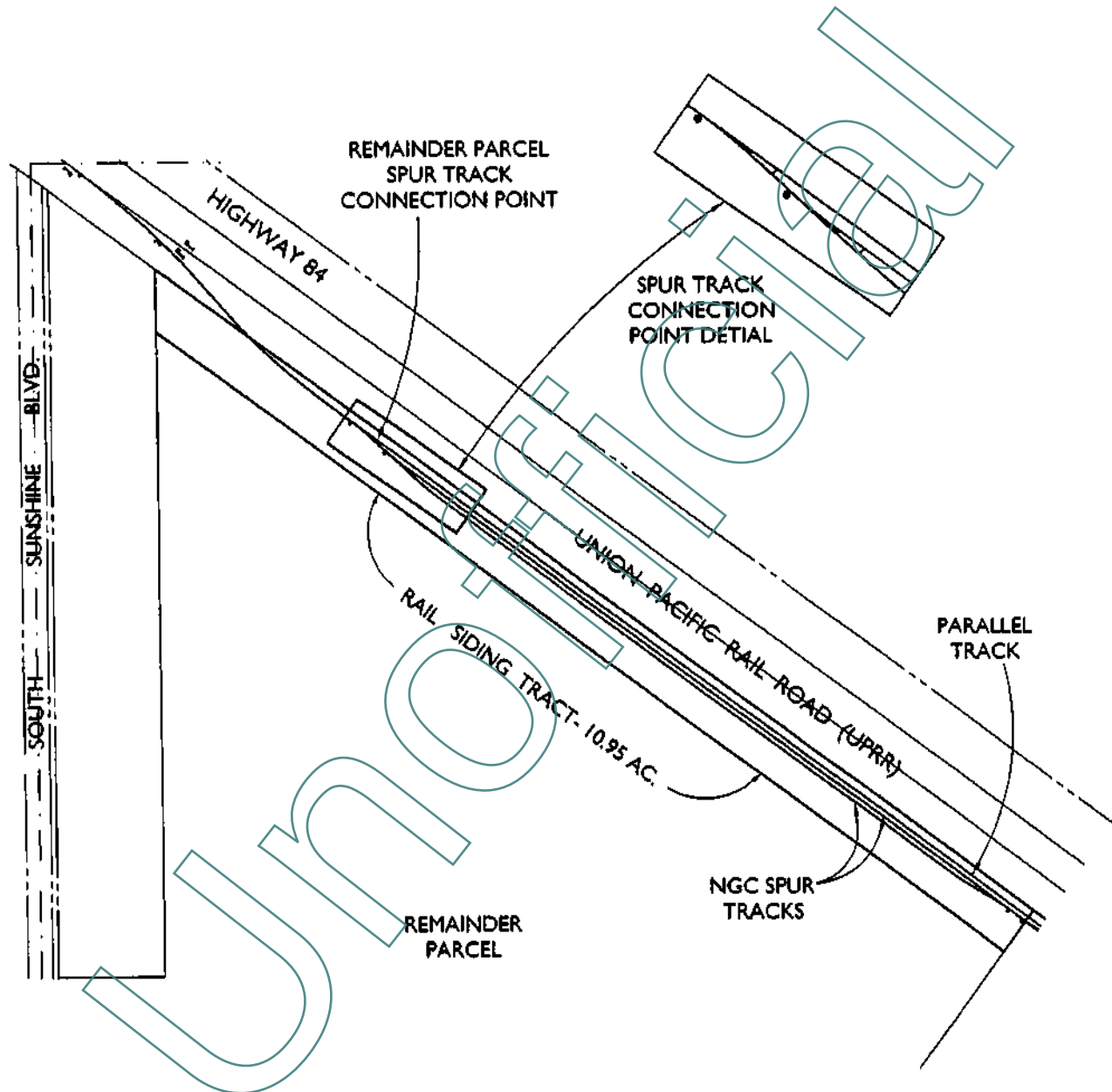
EPS GROUP, INC.
2150-I S. COUNTRY CLUB DR., STE. 22
MESA, AZ 85210
TEL. (480)-503-2250
FAX (480)-503-2258

JOB NO. 06-031.1
DATE OCTOBER 23, 2006
REVISED JANUARY 18, 2007



**RAIL SIDING TRACT
RAIL EXHIBIT 2 OF 3
FOR
NATIONAL GYPSUM COMPANY**

A portion of Section 8 & Section 17, T. 8 S., R. 8
E., of the Gila and Salt River Meridian, Pinal County,
Arizona



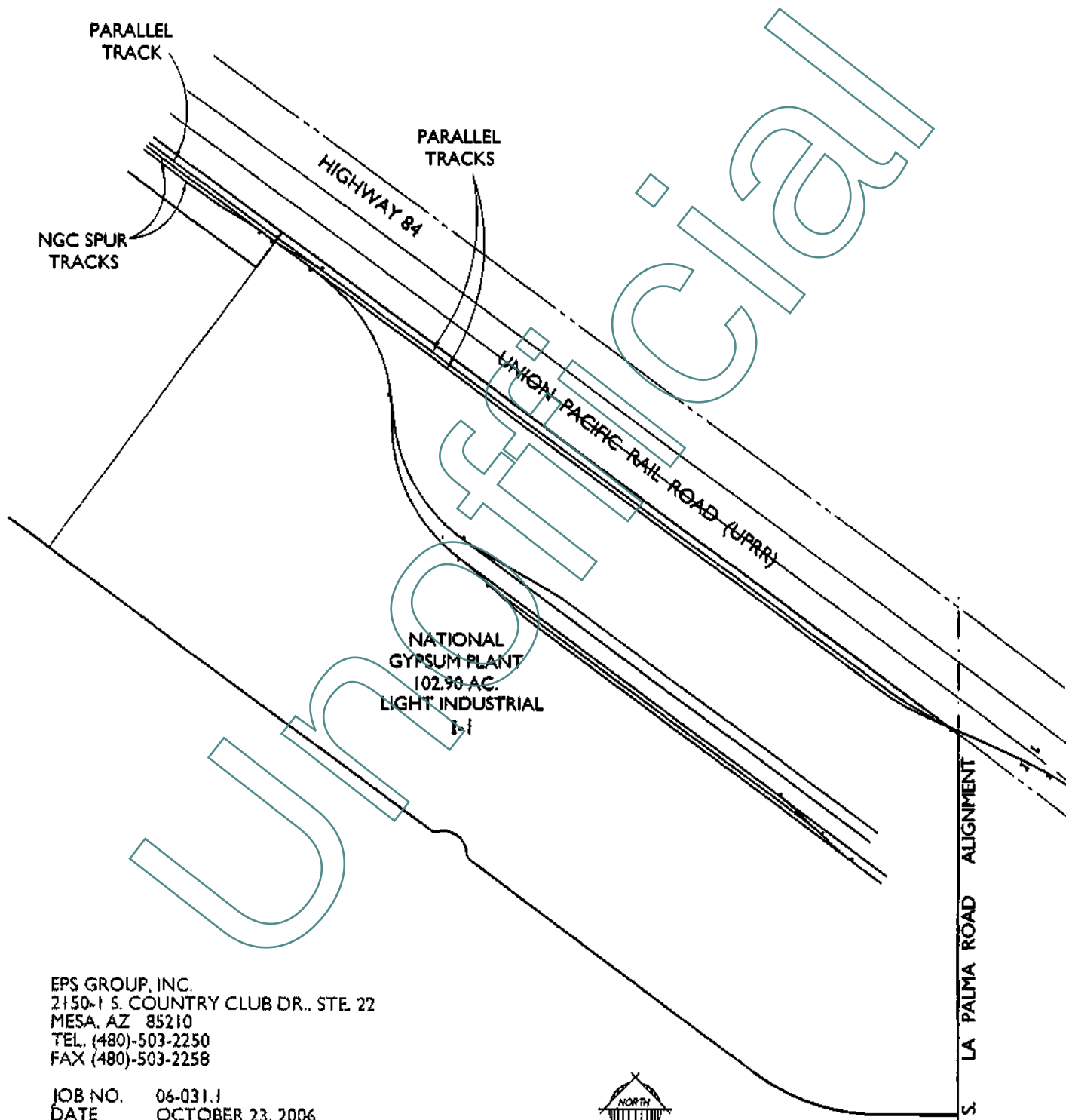
EPS GROUP, INC.
2150-1 S. COUNTRY CLUB DR., STE. 22
MESA, AZ 85210
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FAX (480)-503-2258

JOB NO. 06-031.1
DATE OCTOBER 23, 2006



**SALE PARCEL
RAIL EXHIBIT 3 OF 3
FOR
NATIONAL GYPSUM COMPANY**

A portion of Section 8 & Section 17, T. 8 S., R. 8
E., of the Gila and Salt River Meridian, Pinal County,
Arizona



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MESA, AZ 85210
TEL. (480)-503-2250
FAX (480)-503-2258

JOB NO. 06-031.1
DATE OCTOBER 23, 2006



N.T.S.

Exhibit "F"
[Depiction of Remainder 2 Property]

Unofficial

Remainder Parcel 2:

A portion of the North Half of Section 8, Township 8 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, being more particularly described as follows:

COMMENCING at a 3/4" pipe at the southeast corner of said Section 8, from which a 3/4" pipe at the south quarter corner of said Section 8 bears N89°46'45"W (an assumed bearing) at a distance of 2636.32 feet; thence N00°13'36"W, along the east line of the Southeast Quarter of said Section 8, for a distance of 1301.21 feet to a point on the southerly line of the Union Pacific Railroad right of way; thence N53°40'34"W, along said southerly line, for a distance of 2900.00 feet; thence S36°19'26"W, leaving said southerly line, for a distance of 150.00 feet to the POINT OF BEGINNING;

Thence continuing S36°19'26"W for a distance of 1,200.00 feet; thence N53°40'34"W for a distance of 1,107.19 feet to the beginning of a curve, concave to the south, the center of which bears S36°19'26"W at a distance of 1,240.00 feet; thence westerly, along the arc of said curve, through a central angle of 34°24'53" for a distance of 744.81 feet to a point of tangency; thence S88°05'27"W for a distance of 170.70 feet; thence S89°46'44"W for a distance of 33.00 feet to a point on the east line of the west 367.00 feet of the Northwest Quarter of said Section 8; thence N00°29'38"W for a distance of 1,915.16 feet to a point on a line parallel with and 150 feet southwest of the southwesterly line of the Union Pacific Railroad right of way; thence S53°40'34"E, along said southwesterly line, for a distance of 3,123.05 feet to the POINT OF BEGINNING.

The above described parcels contain an area of 12,069,875 square feet or 277.0862 acres, more or less.

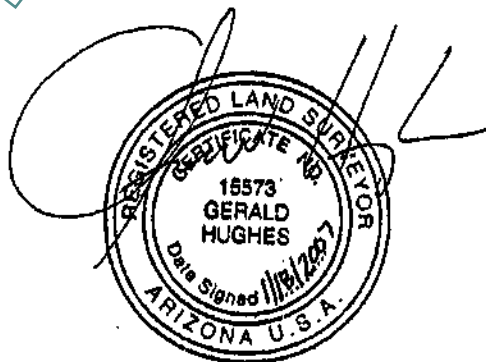


Exhibit "G"
[Depiction of Remainder 1 Property]

BILDHAMITUX430321.14

Unofficial

**Legal Description
Remainder Parcels
Sunshine Boulevard & I-10**

Job No. 06-031

Revised: January 17, 2007
August 10, 2006
August 9, 2006
July 26, 2006
July 5, 2006

Remainder Parcel 1:

A portion of Section 8 and the Northeast Quarter of Section 17, Township 8 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, being more particularly described as follows:

COMMENCING at a $\frac{3}{4}$ " pipe at the southeast corner of said Section 8, from which a $\frac{3}{4}$ " pipe at the south quarter corner of said Section 8 bears N89°46'45"W (an assumed bearing) at a distance of 2636.32 feet; thence S00°24'55"E, along the east line of the Northeast Quarter of Section 17, for a distance of 80.00 feet to the POINT OF BEGINNING;

Thence continuing S00°24'55"E, along said east line, for a distance of 1,180.19 feet to a point on the northeasterly line of the Interstate 10 right of way; thence N74°33'00"W, along said northeasterly line, for a distance of 2183.69 feet (2184.64 feet record) to a point on a non tangent curve, concave to the northeast, the center of which bears N15°26'50"E at a distance of 17,038.73 feet; thence northwesterly, along said northeasterly line and the arc of said curve, through a central angle of 06°52'22" for a distance of 2043.84 feet; thence N15°30'00"W (N16°18'47"W record), not tangent to said curve, along said northeasterly line, for a distance of 68.57 feet (69.56 feet record); thence N76°16'11"W, along said northeasterly line, for a distance of 162.81 feet; thence N64°07'58"W, along said northeasterly line, for a distance of 175.17 feet to the beginning of a curve, concave to the northeast, the center of which bears N25°52'01"E at a distance of 1177.86 feet; thence northwesterly, along said northeasterly line and the arc of said curve, through a central angle of 26°45'05" for a distance of 549.94 feet to a point of tangency; thence N37°22'54"W, along said northeasterly line, for a distance of 440.46 feet; thence N18°56'27"W, along said northeasterly line, for a distance of 230.92 feet; thence N89°30'00"E, leaving said northeasterly line of the Interstate 10 right of way, for a distance of 753.11 feet; thence N00°30'00"W, along a line parallel with the west line of the Southwest Quarter of said Section 8, for a distance of 1045.21 feet; thence S89°30'00"W for a distance of 858.11 feet to a point on the east line of the west 50.00 feet of the Southwest Quarter of said Section 8; Thence N00°30'00"W, along said east line, for a distance of 514.51 feet to a point on the east-west midsection line of said Section 8; thence N00°29'38"W, along the east line of the west 50.00 feet of the Northwest Quarter of said Section 8, for a distance of 96.11 feet; thence N89°46'44"E for a distance of 350.00 feet; thence N88°05'27"E for a distance of 246.49 feet to the beginning of a curve, concave to the south, the center of which bears S05°46'24"W at a distance of 1,160.00 feet; thence easterly, along the arc of said curve, through a central angle of 30°33'03" for a distance of 618.52 feet to a point of tangency; thence S53°40'34"E for a distance of 2,739.64 feet to a point on a non-tangent curve, concave to the southwest, the center of which bears S36°19'26"W at a distance of 25.00 feet; thence southeasterly, along the arc of said curve, through a central angle of 51°45'12" for a distance of 22.58 feet to the beginning of a reverse curve, concave

to the northeast, the center of which bears $N88^{\circ}04'38''E$ at a distance of 80.00 feet; thence southeasterly along the arc of said curve, through a central angle of $103^{\circ}30'24''$ for a distance of 144.52 feet to the beginning of a reverse curve, concave to the south, the center of which bears $S15^{\circ}25'46''E$ at a distance of 25.00 feet; thence easterly along the arc of said curve, through a central angle of $51^{\circ}45'12''$ for a distance of 22.58 feet to a point of tangency; thence $S53^{\circ}40'34''E$ for a distance of 1,210.52 feet to the beginning of a curve, concave to the north, the center of which bears $N36^{\circ}19'26''E$ at a distance of 840.00 feet; thence easterly, along the arc of said curve, through a central angle of $36^{\circ}06'12''$ for a distance of 529.30 feet to a point of tangency on the south line of the north 80.00 feet of the Northeast Quarter of said Section 17; thence $S89^{\circ}46'45''E$, along said south line, for a distance of 270.29 feet to the POINT OF BEGINNING.