

UTILITY MODIFICATION AND INSTALLATION AGREEMENT

[Eloy]

This Utility Modification and Installation Agreement (this "Agreement") is entered into this 19th day of October, 2007, by MALDEV, INC., an Arizona corporation ("MALDEV"), and NEW NGC, INC., a Delaware corporation ("NGC"). MALDEV and NGC may collectively be referred to herein as the "Parties".

RECITALS:

A. MALDEV has entered into a contract to purchase certain real property located in the City of Eloy, Arizona as described in Exhibit "A" attached hereto (the "MALDEV Property"); and NGC is the owner of certain adjacent real property described in Exhibit "B" attached hereto, including an access road parcel to be named "Date Street" (the "NGC Property").

B. MALDEV's seller under the aforementioned purchase contract, BRALU, L.L.C. ("BRALU"), and NGC, are parties to that certain Roadway and Utility Construction, Easement and Maintenance Agreement dated January 23, 2007 and recorded the Official Records of the Pinal County Recorder as Fee Number 2007-009791 (the "Roadway Agreement"). All terms capitalized but not defined herein shall have the meanings ascribed to them in the Roadway Agreement.

C. Under the Roadway Agreement, NGC is required, among other things, to construct and install the Utilities, as defined and specified therein.

D. In order to facilitate the provision of certain utility services to the MALDEV Property, NGC desires to make certain modifications to the Utilities as originally conceived in the Roadway Agreement, and to install certain other improvements, and MALDEV desires to pay the costs of such modifications and installations, all as more particularly set forth herein.

AGREEMENT

Now, therefore, the Parties agree as follows.

1. Sewer Line Upsizing, and Sewer Stubs. The Parties hereby agree that, with respect to the sewer line that NGC is installing as part of the Utilities (the "Sewer Line"), NGC shall increase the size of that portion of the Sewer Line extending from manhole no. 8 to the City of Eloy manhole located in Sunshine Boulevard, from twelve inches (12") in diameter to fifteen inches (15") in diameter as shown on Exhibit "C" attached hereto. In addition, NGC shall install five hundred eight linear feet (508 lf) of eight-inch (8") stubs in the Sewer Line as shown in Exhibit "D" attached hereto. Such aforementioned modifications (the "Sewer Modifications") are intended to serve the MALDEV Property and certain adjacent property owned by BRALU.

2. Water Stubs. The Parties hereby agree that, with respect to the water line that NGC is installing as part of the Utilities (the "Water Line"), NGC shall install four hundred sixty four linear feet (464 lf) of eight-inch (8") stubs and eight (8) eight-inch (8") valves in the Water Line as shown in Exhibit "E" attached hereto. The aforementioned modifications to the Water

Line (the "Water Modifications") are also intended to serve the MALDEV Property and certain adjacent property owned by BRALU.

3. Dry Utility Trench No. 1. NGC shall excavate a trench, approximately two thousand nine hundred fifty feet (2950') in length, extending generally from Date Street westward toward the I-10 freeway, as depicted in Exhibit "F" attached hereto ("Dry Utility Trench No. 1"). NGC shall install the following within Dry Utility Trench No. 1:

(a) Electrical - Six (6) three-inch (3") electrical conduits, and five (5) vaults, as depicted in Exhibit "G" attached hereto; and

(b) Telephone and Cable - One (1) four-inch (4") conduit with a stub-out at each of the aforementioned vaults, as well as an additional four-inch (4") conduit for fiber optics.

The aforementioned trenching and installation (together, "Dry Utility Improvements No. 1") is intended to serve the MALDEV Property and certain adjacent property owned by BRALU.

4. Dry Utility Trench Nos. 2 through 6. NGC shall excavate five trenches extending across Date Street at approximately equal spaces between LaPalma Road and Sunshine Boulevard, as depicted in Exhibit "H" attached hereto ("Dry Utility Trench Nos. 2 through 6"). NGC shall install the following within each of Dry Utility Trench Nos. 2 through 6:

(a) One (1) four-inch (4") conduit for an as yet undetermined future use; and

(b) One (1) six-inch (6") conduit for an as yet undetermined future use.

The aforementioned trenching and installation (together, "Dry Utility Improvements Nos. 2 through 6") is intended to serve the MALDEV Property and certain adjacent property owned by BRALU.

5. Additional Vaults. NGC shall install six (6) additional vaults along Date Street as depicted in Exhibit "I" (the "Additional Vaults"), which are intended to serve the MALDEV Property and certain adjacent property owned by BRALU.

6. Gas Line and Trench. NGC shall excavate a trench (the "Gas Line Trench"), separate from and in addition to Dry Utility Trench No. 1, and Dry Utility Trench Nos. 2 through 6, and shall install therein a four-inch (4") steel main natural gas pipeline approximately six thousand two hundred and seventy one feet (6,271') in length and a new rectifier, running in the public utility easement on the north side of Date Street and continuing parallel to Dry Utility Trench No. 1 from Date Street toward Interstate 10. Such aforementioned trenching and installation (together, the "Gas Line Improvements") is intended to serve the MALDEV Property and certain adjacent property owned by BRALU.

7. Streetlights and Trench. NGC shall excavate a trench (the "Streetlight Trench"), in addition to Dry Utility Trench No. 1, Dry Utility Trench Nos. 2 through 6, and the Gas Line Trench, and shall install therein twenty-one (21) streetlight concrete sleeves and six thousand three hundred feet (6,300') of two and one-half inch (2.5") conduit located and configured as

depicted in Exhibit "J" attached hereto. The Streetlight Trench with the aforementioned sleeve and conduit installation (together, the "Streetlight Improvements") is intended to serve the MALDEV Property and certain adjacent property owned by BRALU.

8. Construction Management. The Parties agree that Bovis Lend Lease, Inc. ("Bovis") shall provide construction management for the Sewer Modifications, the Water Modifications, Dry Utility Improvements No. 1, Dry Utility Improvements Nos. 2 through 6, the Additional Vaults, the Gas Line Improvements, and the Streetlight Improvements (collectively, the "MALDEV Improvements"), for a fee equal to five percent (5%) of the construction and installation costs of the MALDEV Improvements (the "Construction Management Fee").

9. Costs; Payment by MALDEV. MALDEV shall be responsible for paying all costs of: (i) the MALDEV Improvements; and (ii) the Construction Management Fee; the estimates for which are set forth in Exhibit "K" attached hereto. The cost of the MALDEV Improvements shall include costs, if any, of any permits, licenses, easements or rights-of-way necessitated by the MALDEV Improvements and which are in addition to those required solely for installation of the Utilities. MALDEV shall pay into an independent escrow account, which is separate from any other escrow account, the total estimated costs of the MALDEV Improvements and Construction Management Fee, i.e., \$500,204.64 (the "Estimated Total Cost"), within thirty (30) days following the date first set forth above. The aforementioned escrow account shall be controlled by Fidelity National Title Insurance Company, Attn: Christine Hughes, 2390 East Camelback, Suite 425, Phoenix, Arizona 85016 ("Escrow Agent"). In the event that full payment of the Estimated Total Cost is not made by MALDEV within such time period, then NGC shall have no obligation to make any part of the MALDEV Improvements. If, following complete installation of all the MALDEV Improvements, the actual total cost of making the MALDEV Improvements is less than the Estimated Total Cost, then NGC shall refund the difference to MALDEV. If, following such installation, the actual total cost of making the MALDEV Improvements is more than the Estimated Total Cost, then MALDEV shall be liable to NGC for the difference.

10. Disbursal From Escrow. NGC shall submit to Escrow Agent applications for payment with respect to the MALDEV Improvements no more frequently than once each thirty (30) period during installation and construction of the MALDEV Improvements, except that the final application may be made at any time after final completion thereof. NGC shall provide with each application copies of invoices or receipts, as appropriate, for all expenses to be encompassed by such application. Upon submittal of such applications for payment to Escrow Agent, Escrow Agent shall promptly make full payment to NGC without right of setoff or deduction of any nature.

11. Construction Deadline. NGC shall commence and complete installation of the MALDEV Improvements within the timeline set forth in the Roadway Agreement for construction of the Main Access Road, the Water Line and the Sewer System, as defined therein; provided, however, that such timeline shall be extended one day for each day expended by NGC in obtaining any permits, licenses, easements or rights-of-way necessitated by the MALDEV Improvements, if any such day is in addition to time required solely for installation of the Utilities.

12. Construction Easements. MALDEV hereby grants to NGC without charge, any and all construction easements required for incidental encroachment of vehicles, materials or activities reasonably necessary during the course of construction and installation of the MALDEV Improvements.

13. Assignment. MALDEV shall not assign this Agreement or any interest herein without first obtaining written consent from NGC, which consent shall not be unreasonably withheld; provided, however, that MALDEV may freely assign its interest hereunder to First Industrial Acquisitions, Inc., a Maryland corporation, or to any affiliate of MALDEV (i.e., an entity controlled by MALDEV or controlled by the parties which control MALDEV), and no such consent shall be required. So long as any such permitted assignee expressly and in writing assumes all obligations of MALDEV under this Agreement, then MALDEV shall be released from its rights and obligations hereunder.

14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, however, the Parties shall not be precluded from pursuing temporary injunctive relief in a court of law to preserve the status quo or to enforce performance or rights or duties hereunder.

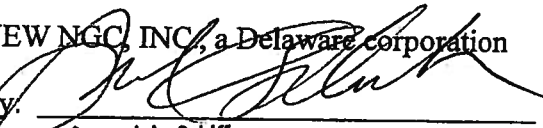
15. Attorneys' Fees. In the event of any action to enforce the provisions of this Agreement, the substantially prevailing Party shall be entitled to receive its reasonable costs and attorneys' fees.

16. Arizona Law. The provisions hereof shall be governed by the law of the State of Arizona.

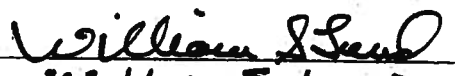
17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

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

MALDEV:

MALDEV, INC., an Arizona corporation
By: 
Name: William S. Lord
Its: President

LIST OF EXHIBITS

Exhibit A – Legal Description of the MALDEV Property

Exhibit B – Legal Description of the NGC Property

Exhibit C – Sewer Line Diameter Increase

Exhibit D – Sewer Line Stubs

Exhibit E – Water Modifications

Exhibit F – Dry Utility Trench No. 1

Exhibit G – Electrical Improvements

Exhibit H – Dry Utility Trench Nos. 2 through 6

Exhibit I – Additional Vaults

Exhibit J - Streetlight Improvements

Exhibit K – Cost Estimates

Exhibit "A"

[Legal Description of the MALDEV Property Attached]

**Legal Description
Commercial Portion of Remainder #2**

Job No. 06-031

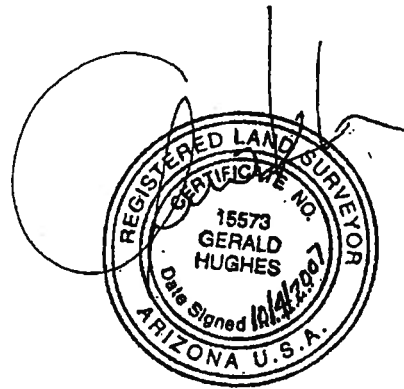
October 3, 2007

A portion of the West 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 flush aluminum cap at the west quarter corner of said Section 8, from which an Arizona Highway Department brass cap in a hand hole at the northwest corner of said Section 8 bears $N00^{\circ}29'38''W$ (an assumed bearing) at a distance of 2615.18 feet; thence $N00^{\circ}29'38''W$, along the west line of the Northwest Quarter of said Section 8, for a distance of 95.95 feet; thence $N89^{\circ}46'44''E$ for a distance of 50.00 feet to a point on the east line of the west 50 feet of the Northwest Quarter of said Section 8, said point being the POINT OF BEGINNING;

Thence continuing $N89^{\circ}46'44''E$ for a distance of 350.00 feet; thence $N88^{\circ}05'27''E$ for a distance of 246.49 feet to a point on a non-tangent curve, concave to the south, the center of which bears $S05^{\circ}46'24''W$ at a distance of 1,160.00 feet; thence easterly along the arc of said curve, through a central angle of $13^{\circ}17'27''$ for a distance of 269.08 feet; thence $S00^{\circ}30'00''E$ for a distance of 554.96 feet; thence $S89^{\circ}30'00''W$ for a distance of 858.11 feet to a point on the east line of the west 50 feet of the Southwest Quarter of said Section 8; thence $N00^{\circ}30'00''W$, along said east line, for a distance of 514.51 feet to a point on the east line of the west 50 feet of the Northwest Quarter of said Section 8; thence $N00^{\circ}29'38''W$, along said east line, for a distance of 96.11 feet to the POINT OF BEGINNING.

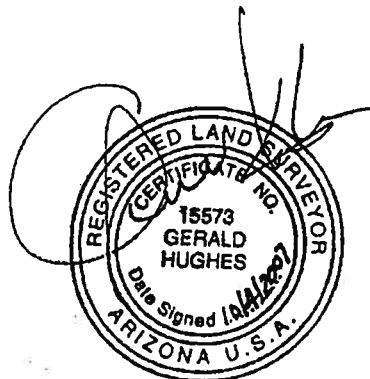
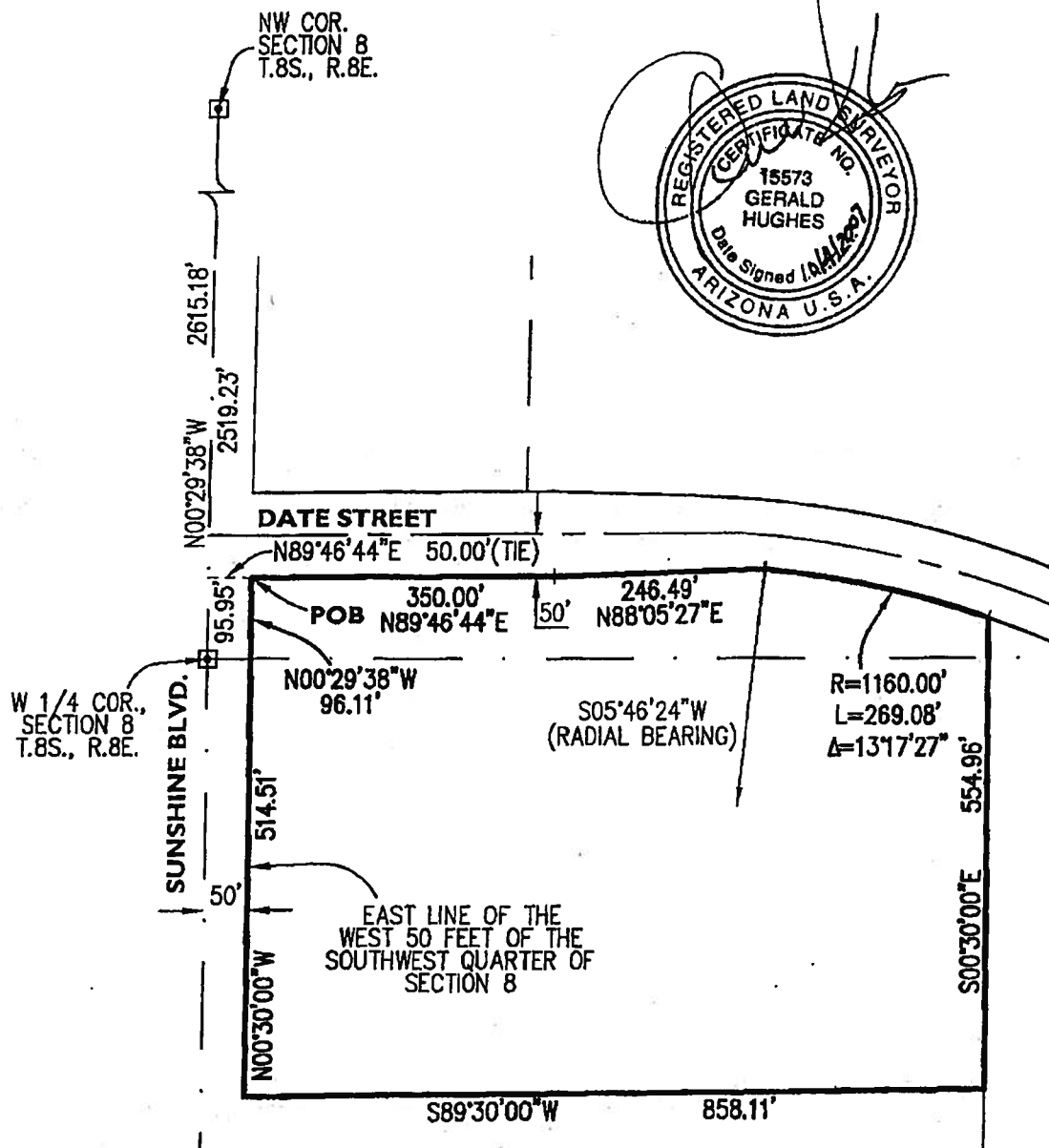
An area containing 518,695 square feet or 11.9076 acres, more or less.



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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NTS

06-031	Project:	Commercial Portion of Remainder #2	 Geps group, Inc. Engineers, Planners & Surveyors 2150-1 S. Country Club Dr., Ste. 22, Mesa, Arizona 85210 Phone (480) 503-2250 Fax (480) 503-2258
	Exhibit		

Exhibit "B"

[Legal Description of the NGC Property Attached]



**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:

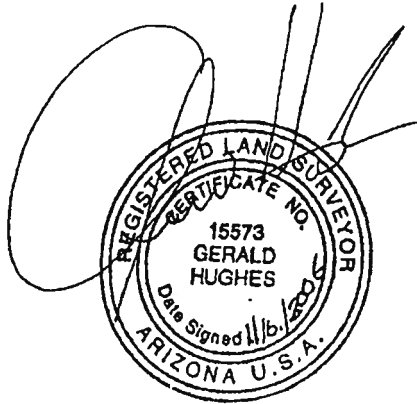
.BEGINNING at a 3/4" pipe at the southeast corner of said Section 8, from which a 3/4" pipe at the south quarter corner of said Section 8 bears N89°46'45"W (an assumed bearing) at a distance of 2636.32 feet; thence S00°24'55"E, along the east line of the Northeast Quarter of Section 17, for a distance of 80.00 feet; thence N89°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°13'15"E at a distance of 840.00 feet; thence westerly, along the arc of said curve, through a central angle of 36°06'12" for a distance of 529.30 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 south, the center of which bears S36°19'26"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 the beginning of a reverse curve, concave to the northeast, the center of which bears N15°25'46"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 west, the center of which bears S88°04'38"W 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 a point of tangency; thence N53°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°19'26"W at a distance of 1160.00 feet; thence westerly, along the arc of said curve, through a central angle of 30°33'03" for a distance of 618.52 feet; thence S88°05'27"W, not tangent to said curve, for a distance of 246.49 feet; thence S89°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°29'38"W, along said east line, for a distance of 100.00 feet; thence N89°46'44"E, leaving said east line, for a distance of 350.00 feet; thence S88°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°54'33"W at a distance of 1240.00 feet; thence easterly, 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 S53°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°19'26"E at a distance of 25.00 feet; thence easterly, 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 S15°25'46"E at a distance of 80.00 feet; thence southeasterly, 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 northeast, the center of which bears N88°04'38"E 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 a point of tangency; thence S53°40'34"E for a distance of 1,210.52 feet to the

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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.





**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 $\frac{3}{4}$ " 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 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.



**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 $\frac{3}{4}$ " 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 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 to the POINT OF BEGINNING;

Thence S36°19'26"W, leaving said southerly line, for a distance of 150.00 feet; thence N53°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 367.00 feet of the northwest quarter of said Section 8; thence N00°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°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.

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Exhibit "C"

[Depiction of Sewer Line Diameter Increase Attached]

SEWER UPSIZING
MANHOLE #8 TO SUNSHINE BLVD
15" DIAMETER SEWER

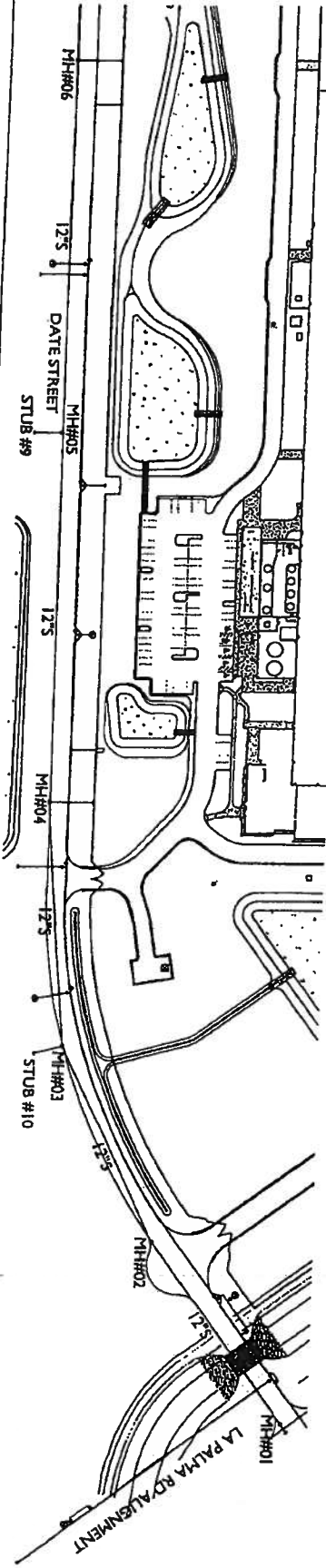
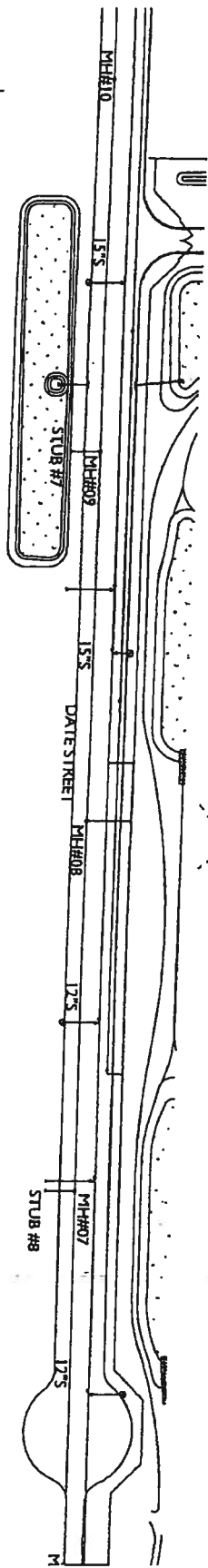
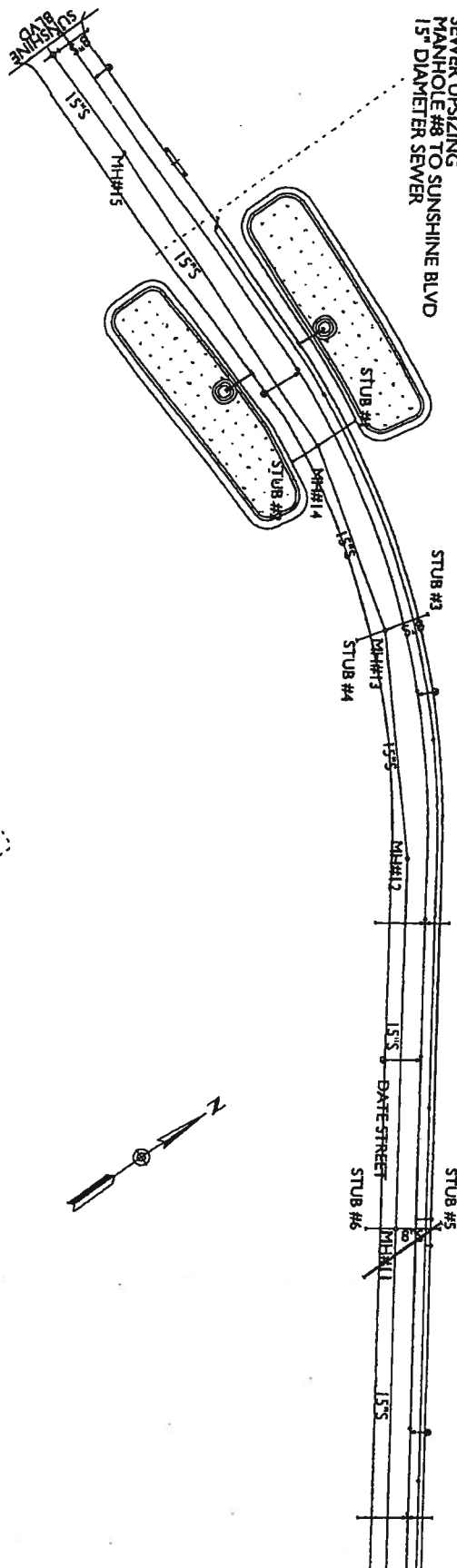


Exhibit "D"

• [Depiction of Sewer Line Stubs Attached]

SEWER STUB-OUTS QTY: 10 - 8" DIA STUB-OUTS

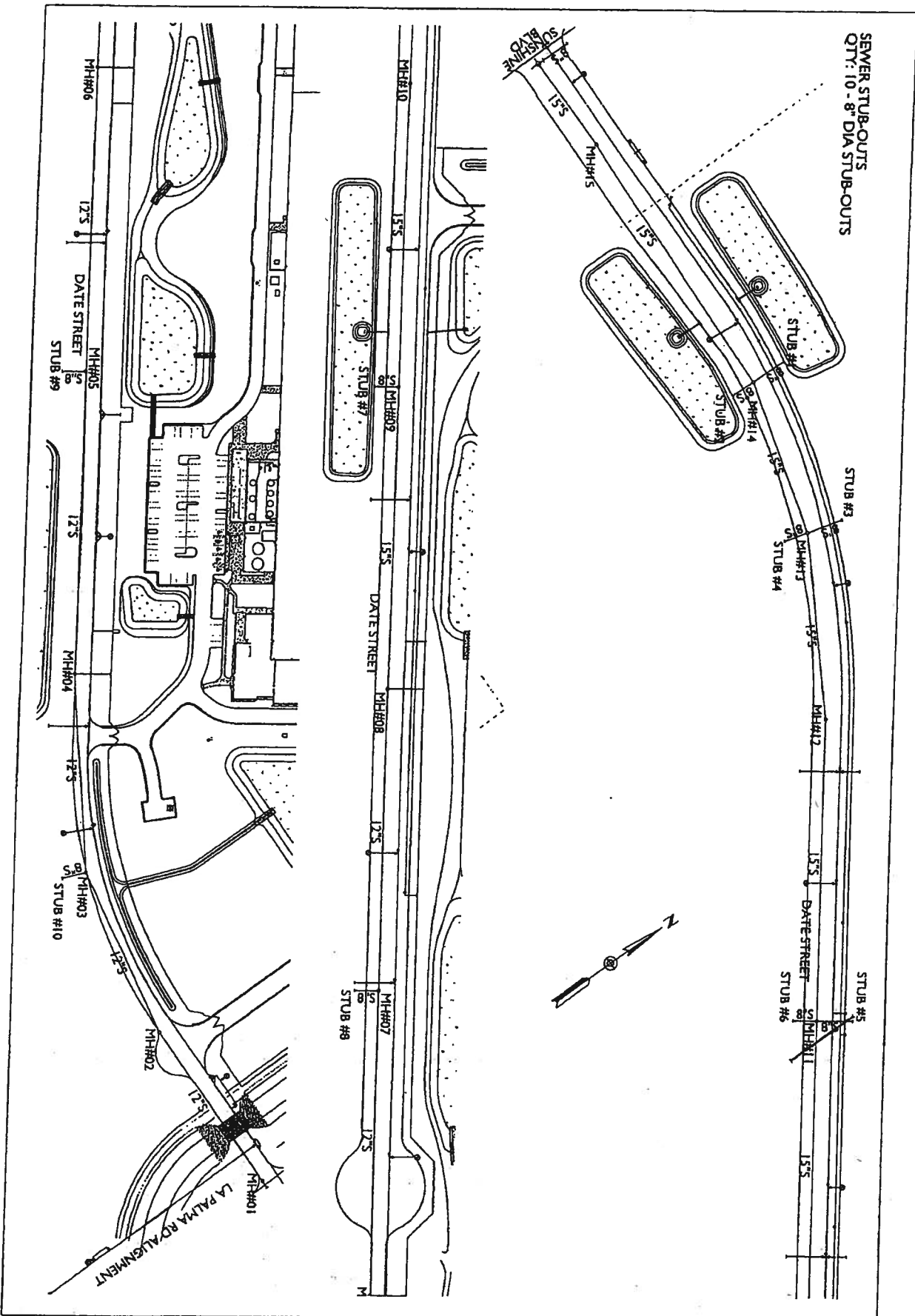


Exhibit "E"

[Depiction of Water Modifications Attached]

WATER STUB-OUTS
QTY: 8 - 8" DIA STUB-OUTS

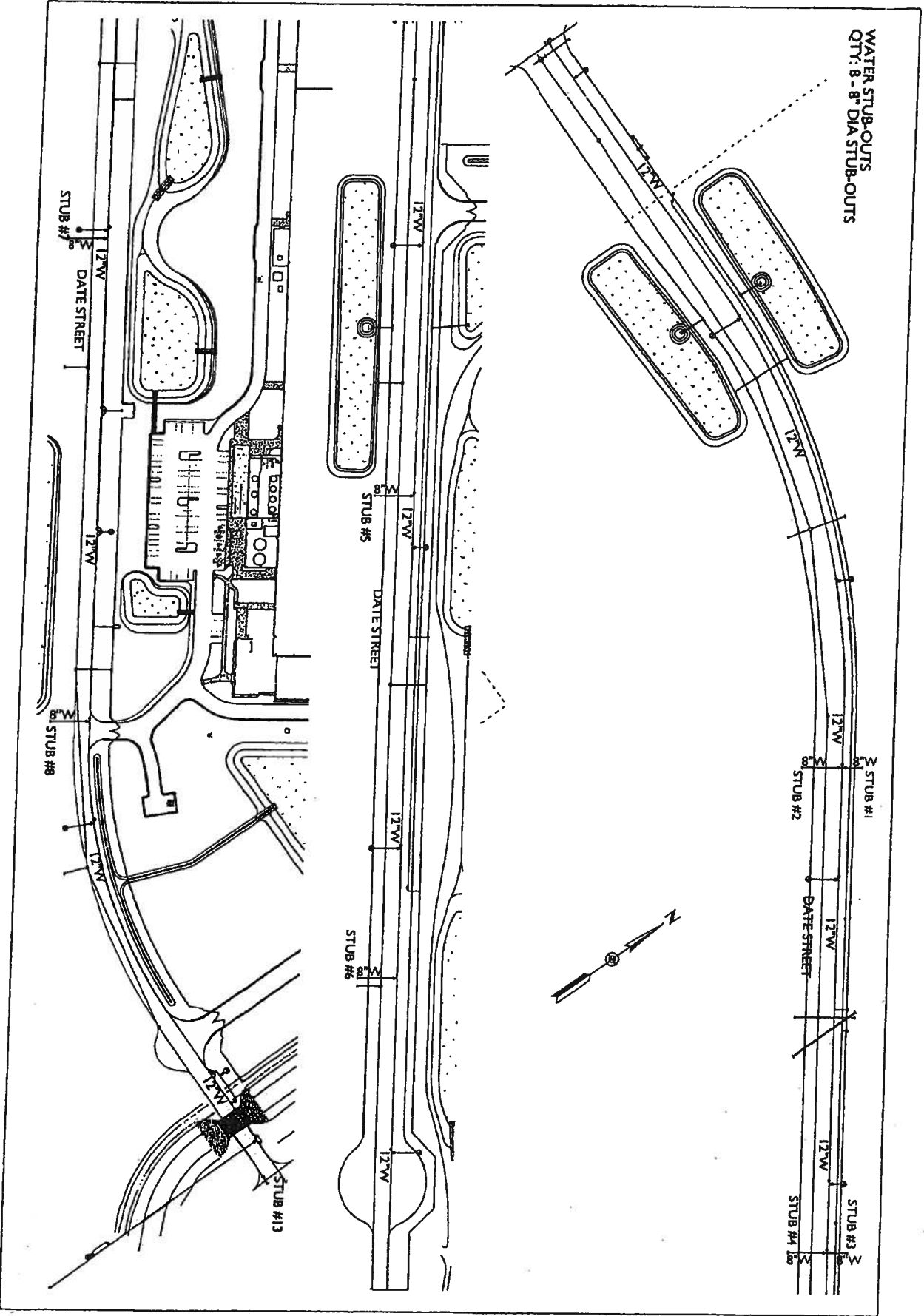


Exhibit "F"

[Depiction of Dry Utility Trench No. 1 Attached]

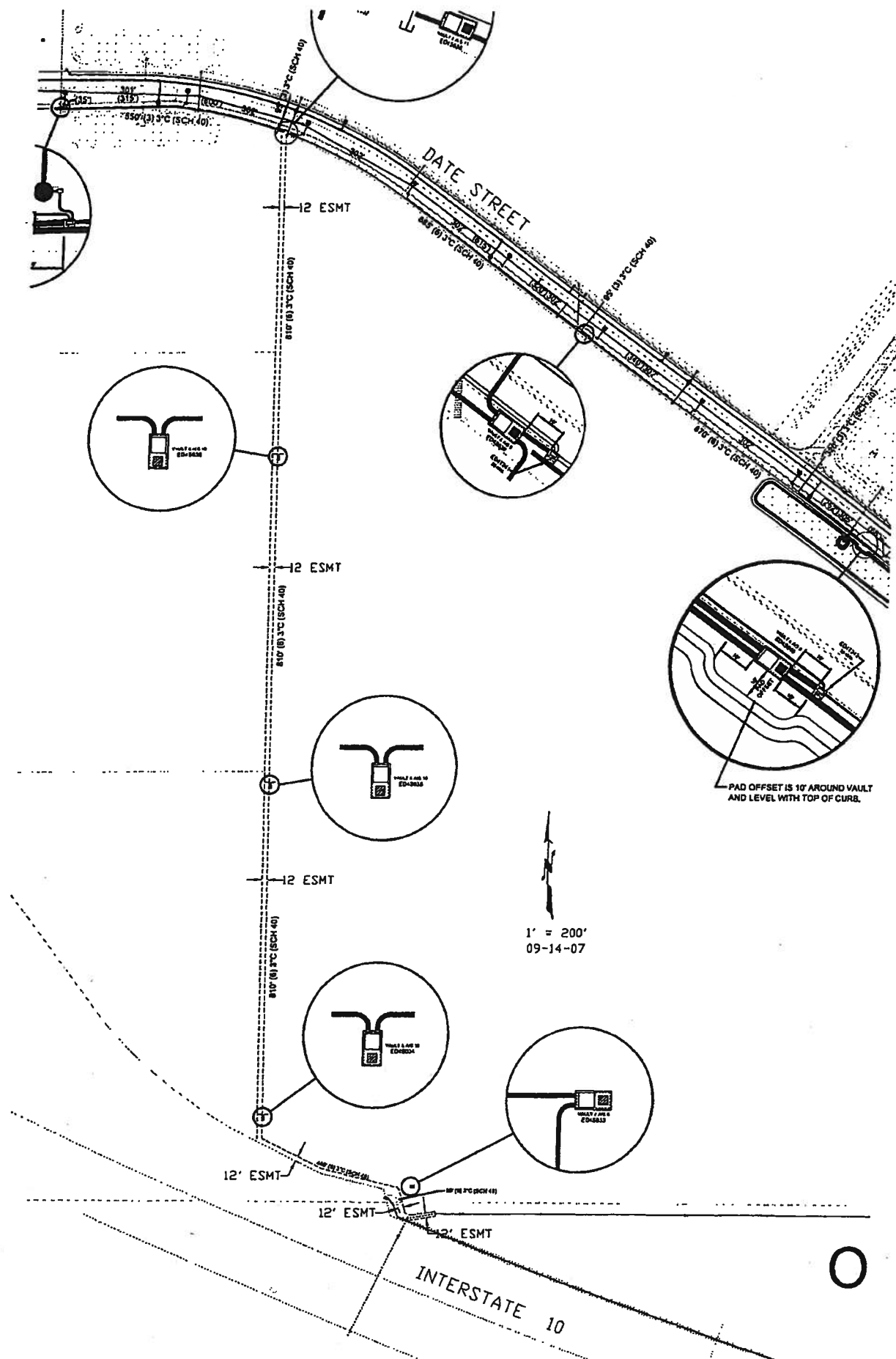


Exhibit "G"

[Depiction of Electrical Improvements Attached]

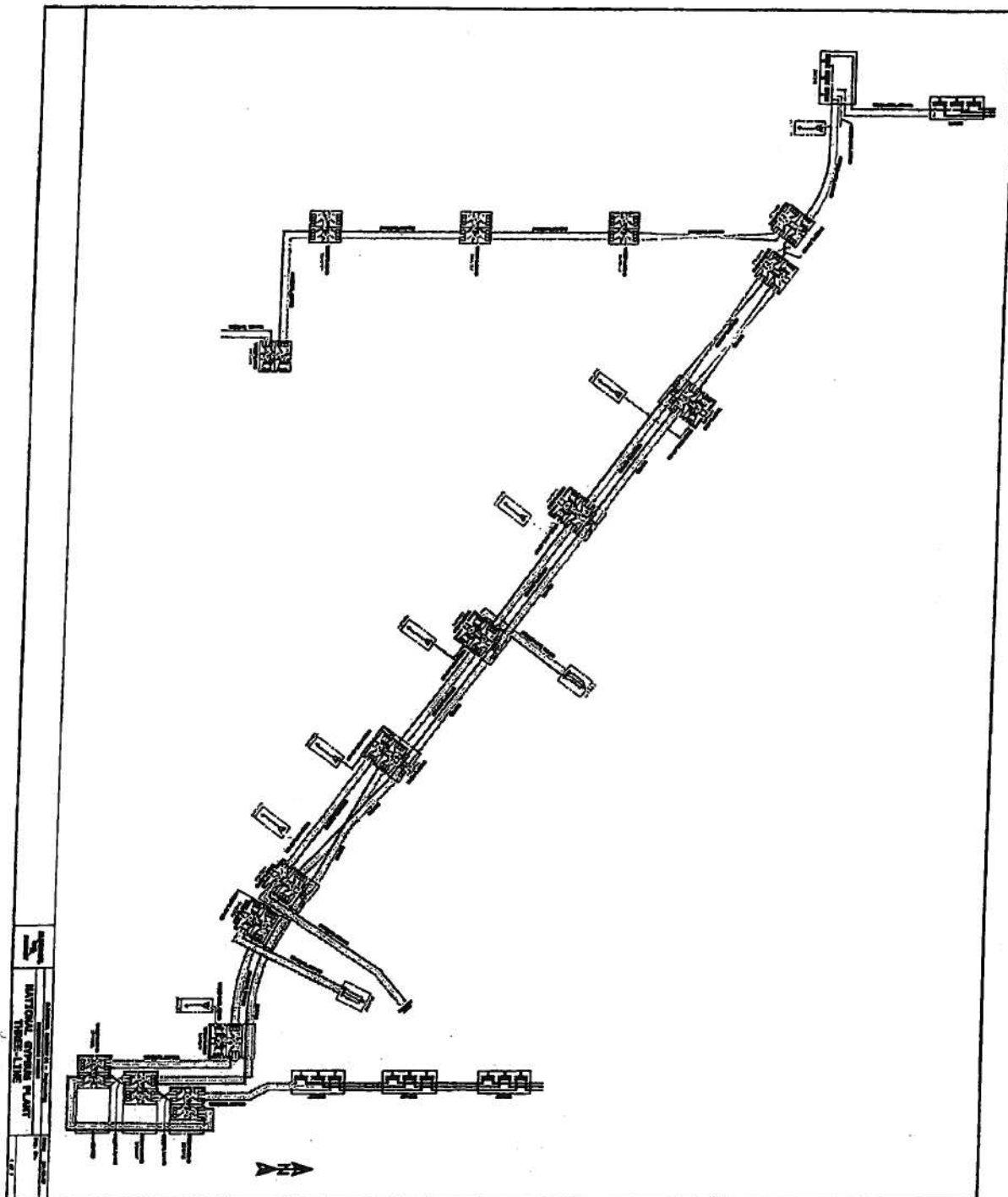
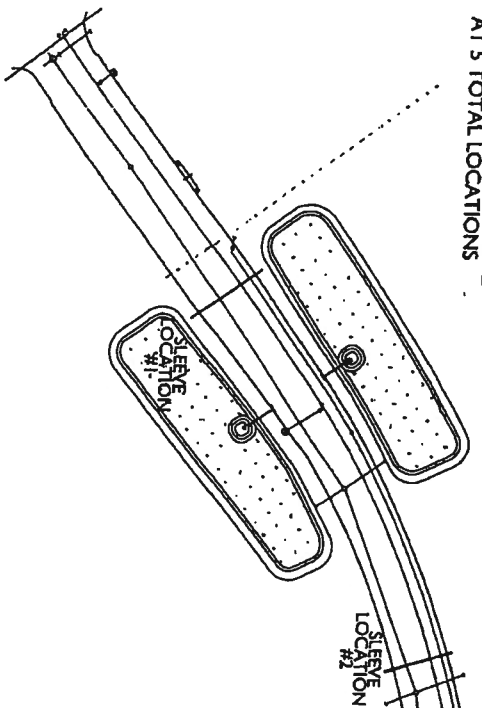


Exhibit "H"

[Depiction of Dry Utility Trench Nos. 2 Through 6 Attached]

(1) 4" & 6" CONDUIT SLEEVE
AT 5 TOTAL LOCATIONS



DATE ST. SLEEVE STATIONS

4" SLEEVE	6" SLEEVE
14+24.00	14+26.00
19+41.00	19+43.00
24+99.00	25+01.00
46+79.00	46+81.00
64+99.00	65+01.00

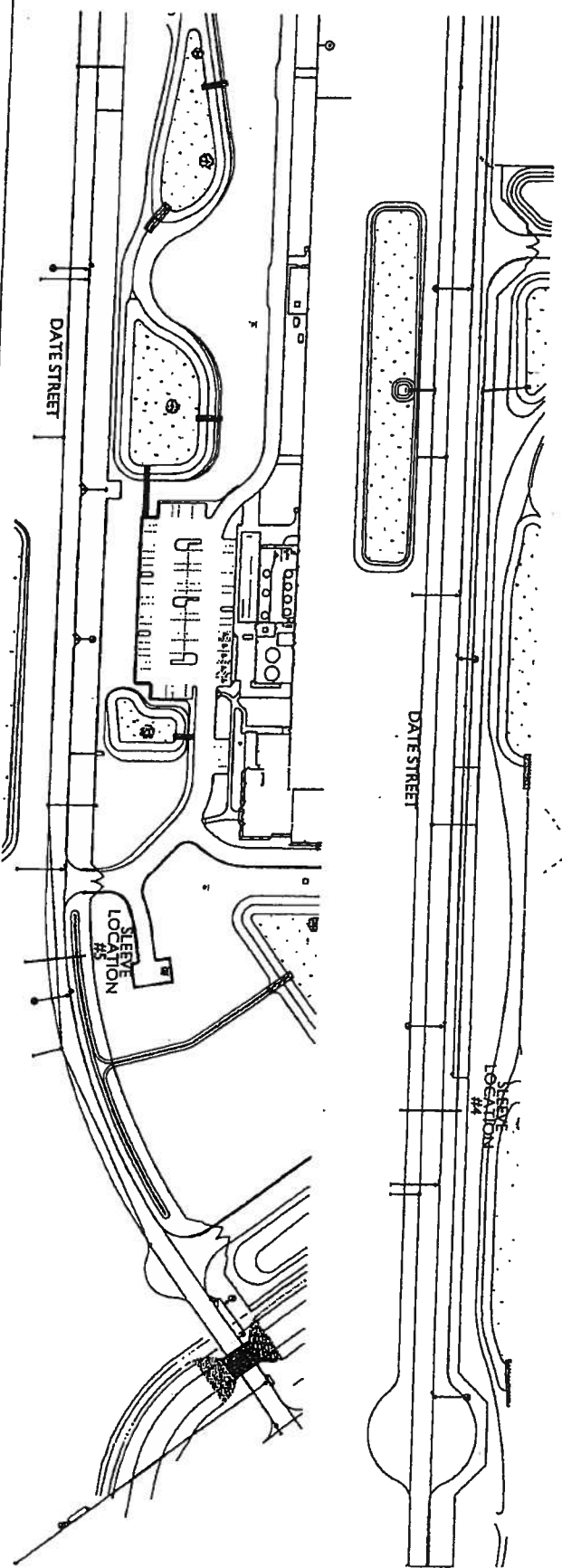


Exhibit "I"

[Depiction of Additional Vaults Attached]

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100

OPTION - C



Exhibit "J"

[Depiction of Streetlight Improvements Attached]

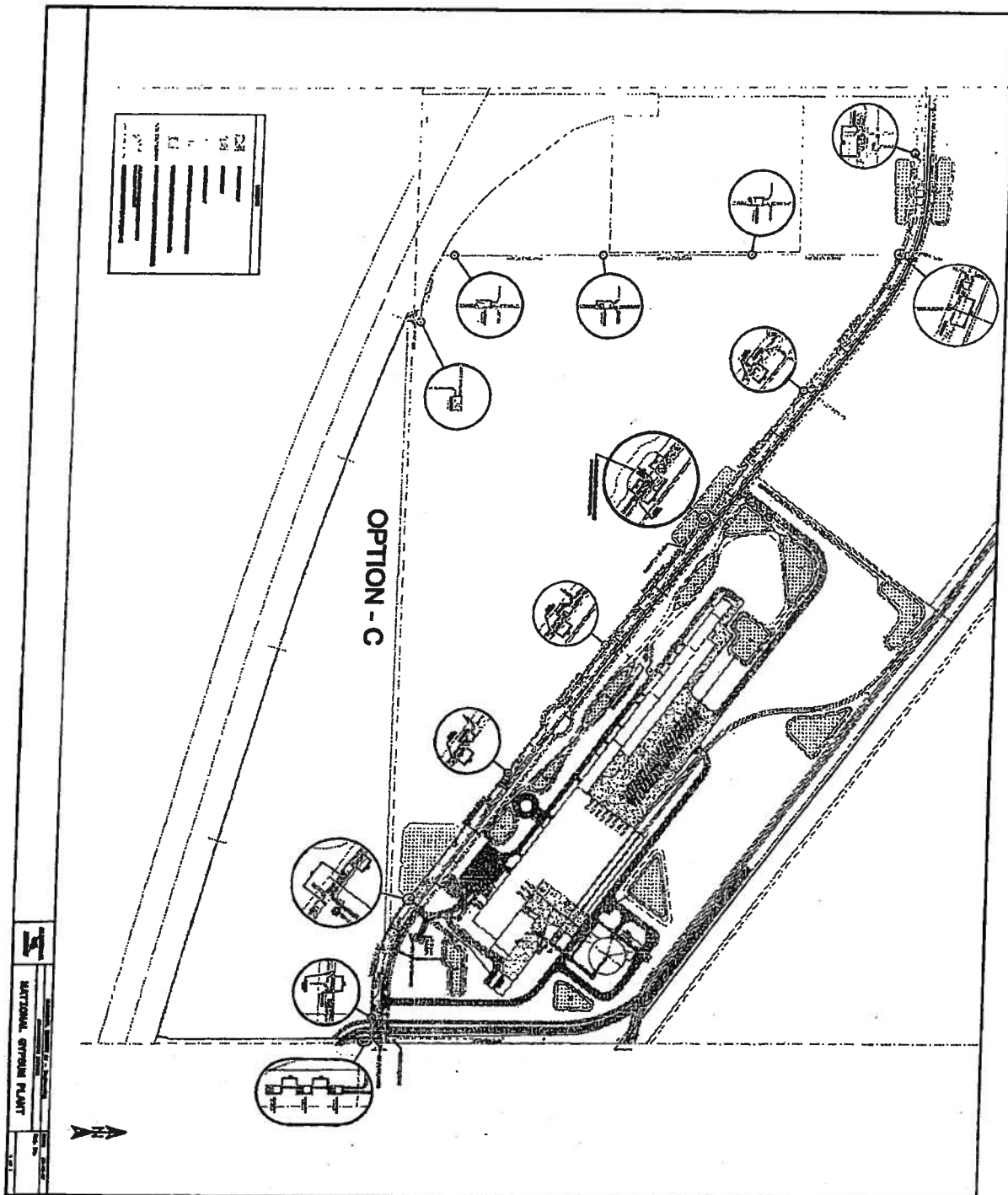


Exhibit "K"

[Cost Estimates Attached]

BILDHAMTUXW468468.6

Bralu's portion of utility costs at Eloy

9/5/2007

<u>Item:</u>	<u>Contractor</u>	<u>Amount:</u>
<u>1. Electrical:</u>		
Trench and install 2950 ft Place 6-3" conduits Set 11 vaults	Tee Pee Contractors	\$ 196,050.00
<u>2. Communications:</u>		
Place 1-4" conduit & stub out at each vault	Tee Pee Contractors	\$ 9,150.00
Additional 4" conduit for fiber optics	Tee Pee Contractors	\$ 9,150.00
<u>3. Future use:</u>		
Install 5 extra 4" conduits and 5 extra 6" conduits in 5 trenches across Date St.	Tee Pee Contractors	\$ 5,000.00
<u>4. Street Lights:</u>		
Install 21 street light concrete sleeves Install 6300 ft 2 1/2" conduit	Tee Pee Contractors	\$ 14,400.00
<u>5. Natural gas:</u>		
Install gas pipeline beyond NGC	SW Gas contractor	\$ 195,969.87
<u>6. Sewer:</u>		
Install 508 lf 8" stubs for sewer	Borderland	\$ 15,645.00
Increase size of sewer line from 12" to 15" 3218 lf	Borderland	\$ 804.50
<u>7. Water:</u>		
Install 464 lf 8" water stubs	Borderland	\$ 21,808.00
Install 8- 8" water valves	Borderland	\$ 8,408.00
<u>8. Construction management</u>		
Bovis construction management fee 5%	Bovis Lend Lease	\$ 23,819.27
Total		<u>\$ 500,204.64</u>