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FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") is entered into this 22nd day of October, 2007, by and between the CITY OF ELOY, Arizona, a municipal corporation (the "City"), and NEW NGC, INC., a Delaware corporation ("NGC").

RECITALS

A. The City and NGC previously entered into that certain Development Agreement dated January 22, 2007, which was recorded as Fee No. 2007-017682 in the official records of Pinal County, Arizona and subsequently re-recorded therein as Fee No. 2007-024078 (the "Development Agreement").

B. The City and NGC now desire to amend the Development Agreement to extend the date for commencement and completion of the Rail Facilities, and for completion of the Wallboard Facility, all as more particularly set forth herein. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Development Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the City and NGC hereby modify the Development Agreement as follows:

1. Revised Rail Facilities Commencement and Completion Dates. Section 2.6 of the Development Agreement is hereby amended in part to provide that, notwithstanding anything in the Development Agreement to the contrary, NGC shall commence construction and installation of the Rail Facilities no later than February 28, 2010, and NGC shall complete such construction and installation by February 28, 2012.

2. Revised Wallboard Facility Completion Date. Section 2.6 of the Development Agreement is hereby further amended in part such that, notwithstanding anything in the Development Agreement to the contrary, NGC shall commence construction of its Wallboard Facility within ninety (90) days after issuance of a building permit therefor, and NGC shall complete construction of such facility, and have such facility operational with a certificate of occupancy issued, no later than July 22, 2011.

3. No Commitment to Build. Similar to the notation in Section 2.6 of the Development Agreement, nothing herein shall constitute a commitment by NGC to construct any facility or improvement, but rather the provisions hereof are merely intended to set forth amended terms and conditions relating to the Rebate Incentive.

4. Other Provisions Unaffected. Except as specifically modified hereby, all other terms and provisions of the Development Agreement, including those within Section 2.6 thereof, shall remain unchanged.

5. Counterparts. This Amendment may be executed in counterparts and by facsimile.

IN WITNESS WHEREOF, the City and NGC have executed this Amendment effective as of the date first set forth above.

CITY OF ELOY, a municipal
corporation, State of Arizona

By: _____

Its: _____

Title _____

NEW NGC, INC., a Delaware corporation

By: _____

Its: _____

Title _____

City Clerk:

Approved as to Form

City Attorney:

STATE OF ARIZONA)
) ss.
County of Pinal)

The foregoing instrument was acknowledged before me this 22nd day of October, 2007,
by Byron Jackson, the Mayor of the City of Eloy, a
municipal corporation, State of Arizona, on behalf of the city.

Notary Public

Sylvia Lopez

My commission expires: 06-08-2010



STATE OF NORTH CAROLINA)
) ss.
County of Mecklenberg)

The foregoing instrument was acknowledged before me this 30th day of October, 2007,
by Samuel S. Schifano, the General Counsel of New NGC, Inc., a
Delaware corporation, on behalf of the corporation. Secretary

Chaytor B. Chandler
Notary Public

My commission expires: 10/25/09

