

FIRST AMENDMENT TO REVOCABLE LICENSE AGREEMENT

This First Amendment to Revocable License Agreement (“First Amended Agreement”) is hereby made and entered into by and between the Mansfield Park Facilities Development Corporation, Texas, a nonprofit corporation organized pursuant to §4B of the Tex. Rev. Civ. Stat. Ann. art. 5190.6 (The Economic Development Corporation Act of 1979) (the “Corporation”), and DFW Midstream Services LLC, a Delaware limited liability company, as successor by conversion to DFW Midstream Services LLC, a Texas limited liability company (“Licensee”).

WHEREAS, the Corporation owns the real property designated as Mansfield National Golf Club and Mansfield Sports Complex (collectively the “Park”), a park and municipally owned golf course located in the City of Mansfield, Texas (“City”); and

WHEREAS, through a Revocable License Agreement (“Agreement”) executed on January 26, 2009, Corporation granted Licensee, a license to construct, operate and maintain both a 24” and an 8” diameter buried natural gas gathering line that would cross through, under and along the Park under the terms and conditions set forth in the Agreement; and

WHEREAS, Licensee no longer desires to construct a 24” diameter buried natural gas gathering line but desires, at its sole cost and expense, to construct, operate and maintain one 16” diameter buried natural gas gathering line in place of the previously proposed 8” buried natural gas gathering line that will cross through, under and along the Park; and

WHEREAS, under the conditions and restrictions hereinafter set forth and set forth in the Agreement, the exercise by Licensee of the rights granted herein will not be incompatible with the requirements of the Corporation, more specifically set forth herein, for the use, operation and maintenance of the Park as a sports complex and golf course; and

WHEREAS, the granting of such license to Licensee shall be subject to the use of the Park for all purposes as a sports complex and golf course.

NOW THEREFORE, the parties hereto agree as follows:

1. Definitions. Unless a different meaning clearly appears from the context, words and phrases as used in this First Amended Agreement shall have the same meanings as in the Agreement.

2. Amendment. The Agreement is amended only as follows:

a. Section 5 “Fees” of the Agreement is replaced with the following:

As of the effective date of this Agreement, Licensee has paid the Corporation, as compensation for its use of the Park and the rights herein granted, the total sum of \$314,175.00.00 Dollars (the “License Fee”) and Corporation acknowledges the receipt and sufficiency of the License Fee.

Corporation has deposited the License Fee into a separate account to be held in escrow pending review and possible issuance of Licensee's Gas Pipeline Permit currently on-file with the City of Mansfield. If and when the Gas Pipeline Permit for the 16" pipeline is issued, Corporation shall be entitled to accept and take possession of the License Fee. If the Gas Pipeline Permit is rejected or refused and Licensee does not re-file the Gas Pipeline Permit application within thirty days of its receipt of the City of Mansfield's notice of rejection, this Agreement shall be null and void and all funds paid by Licensee, including, without limitation, the License Fee, shall promptly be returned to Licensee.

Corporation shall be entitled to deduct from the License Fee returned to Licensee pursuant to the terms of this Section 5, an amount representing the reasonable, documented and verifiable administrative costs incurred by the Corporation in connection with Corporation's negotiation and administration of this License.

b. Exhibit "A" to the Agreement ("Original Exhibit A") is replaced with a new Exhibit "A" attached hereto and made a part hereof by reference ("New Exhibit A"). Rights held by Licensee in any pipeline route shown on Original Exhibit "A" to the Agreement, where such pipeline route is no longer depicted on the New Exhibit "A", are hereby terminated by mutual agreement of the parties hereto.

c. Exhibit "B" to the Agreement ("Original Exhibit B") is replaced with a new Exhibit "B" attached hereto and made a part hereof by reference ("New Exhibit "B").

d. Exhibit "E" to the Agreement ("Original Exhibit E") is replaced with a new exhibit, which shall be titled "Exhibit D", which is attached hereto and made a part hereof by reference; and in furtherance of said amendment Subsection 5 of Section 14 of the Agreement is hereby amended by amending each reference to "Exhibit E" to read "Exhibit D". (The Parties acknowledge that the original Agreement did not contain an "Exhibit D" and that such omission was inadvertent.)

3. Entire Agreement. The provisions of this First Amended Agreement and the provisions of the Agreement should be read together and construed as one agreement provided that, in the event of any conflict or inconsistency between the provisions of this First Amended Agreement and the provisions of the Agreement, the provisions of this First Amended Agreement shall control.

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4. Multiple Counterparts. This First Amended Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

Executed this ____ day of September, 2009.

ATTEST:

DFW MIDSTREAM SERVICES LLC

By: _____

By: _____
Brett Wiggs, President

ATTEST:

THE MANSFIELD PARK FACILITIES
DEVELOPMENT CORPORATION

By: _____

By: _____
Harold Bell, President

NEW EXHIBIT A

[Attached]

NEW EXHIBIT B

[Attached]

NEW EXHIBIT E

[Attached]