

**EXHIBIT A**

Amendment No. 1

(Attached)

**EXECUTION VERSION**

**AMENDMENT NO. 1**  
**TO**  
**ASSET PURCHASE AGREEMENT**

This amendment (this "Amendment") to the Asset Purchase Agreement (the "Purchase Agreement"), dated as of March 7, 2023, by and among (i) Nova Wildcat Shur-Line Holdings, Inc., a Delaware corporation and debtor-in-possession ("Seller"), (ii) each of the Subsidiaries of Seller set forth on the signature pages to the Purchase Agreement (each a "Seller Subsidiary", and collectively with Seller, the "Seller Parties"), (iii) the Seller, in its capacity as the representative of the Seller Parties, and (iv) Gordon Brothers Commercial & Industrial, LLC, a Delaware limited liability company, on behalf of its contractual joint venture with Nations Capital, Inc. ("Buyer"), is agreed to as of March 21, 2023, by and between Buyer and Seller. All capitalized terms used in this amendment but not defined herein have the meanings given to them in the Purchase Agreement.

WHEREAS, pursuant to Section 13.17 of the Purchase Agreement, Seller was appointed as the Seller Representative of the Seller Parties and, amongst other things, Seller was granted the authority to amend the Purchase Agreement on behalf of the Seller Parties

WHEREAS, Buyer and Seller desire to amend the Purchase Agreement and, accordingly, agree as follows:

1. Section 1.1 of the Purchase Agreement is hereby amended to include the following definitions:

"Continuing Employee" has the meaning set forth in Section 7.12."

"Gap Employee Cost" has the meaning set forth in Section 7.12."

"Impacted Employee" has the meaning set forth in Section 7.12."

"Pre-Funding Period" has the meaning set forth in Section 7.12."

2. The definition of "Proceeding" in Section 1.1 of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"Proceeding" means any action, arbitration, audit, appeal, petition, inquiry, investigation, complaint, hearing, litigation, suit, civil claim that may be filed or other dispute (whether civil, criminal or administrative) commenced, brought, conducted, or heard by or before any Governmental Authority or arbitrator."

3. Section 2.1(l) of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

“all documents and other books and records, correspondence (including email communications), all vendor files, information and data, and all customer sales, marketing, advertising, packaging and promotional materials, files, data, software (whether written, recorded or stored on disk, film, tape or other media, and including all computerized data), drawings, engineering and manufacturing data and other technical information and data, all know-how, and all other business and other records, in each case, that are primarily related to the Acquired Assets, the Assumed Liabilities or the Business, excluding Tax Returns and supporting records (including all working papers) other than those specifically related to the Acquired Assets; provided, that until the Wind-Up Date, Buyer shall provide the Seller Parties, the Official Committee of Unsecured Creditors, PNC Bank NA and any trustee or plan administrator appointed in the Bankruptcy Case with reasonable access at Seller’s sole cost and expense (during business hours with reasonable prior notice and subject to reasonable COVID Restrictions) to the same following the Closing to the extent reasonably necessary to permit the Seller Parties to wind-down and liquidate their estate after the Closing;”

4. Section 2.1(q) of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

“all avoidance Claims or causes of action available to the Seller Parties under chapter 5 of the Bankruptcy Code (including Sections 544, 545, 547, 548, 549, 550 and 553) or any similar actions under any other applicable Law (collectively, “Avoidance Actions”) against the following (collectively, the “Designated Parties”): (i) any of the Seller Parties’ vendors, suppliers, customers or trade creditors in each case, with whom Buyer continues to conduct business in regard to the Acquired Assets after the Closing, (ii) any Affiliates or Related Person of any of the Persons listed in clause (i), and (iii) the Partner; provided, however, that it is understood and agreed by the Parties hereto that Buyer will not pursue or cause to be pursued any Avoidance Actions against any of the Designated Parties other than as a defense (to the extent permitted under applicable Law) against any claim or cause of action raised by such Designated Party; provided, further, that, within thirty (30) days after the Closing Date, Buyer will provide the Official Committee of Unsecured Creditors and PNC Bank NA with an initial list of vendors, suppliers, customers, trade creditors, and/or other business relationships that are set forth on Schedules 2.1(a) and 2.1(c) and that are not Designated Parties and on a rolling basis thereafter and Buyer will provide the Committee and PNC Bank NA with a final list of the Designated Parties by no later than 180 days after the Closing Date;”

5. Section 2.1(r) of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

other than the Excluded Bank Accounts, all bank, deposit accounts, control agreements and lockbox accounts associated with the collection of the Accounts Receivable or other proceeds from the Business or the Seller Parties’ business, including all bank accounts that receive checks, ACH payments, and electronic payments related to the Accounts Receivable, and those bank accounts listed on Schedule 5.25;

6. Section 2.2(l) of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

“all Insurance Policies, insurance actions, and insurance proceeds, including the right to bring any Claims thereunder and the right to receive any proceeds related to any Excluded Liabilities (but subject to the rights of Buyer set forth in Section 2.5 of this Agreement and the TSA).”

7. Section 2.5(a) of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

“From and after the Closing until the date that is 180 days following the Closing Date (the “Designation Rights Period”), and without limitation by the terms of Section 13.2, Buyer shall have the exclusive right to: (A) market and sell, assign, transfer, license, designate or otherwise dispose of the Contracts listed on Schedule 2.1(c) and Leases listed on Schedule 2.1(a); (B) designate the ultimate purchaser, acquirer, assignee, transferee, licensee or designee of such Contracts or Leases, which, for the avoidance of doubt, may be Buyer, an Affiliate of Buyer or any other Person; and (C) collect and retain all proceeds from the assignment of such Contract or Lease (such rights, the “Designation Rights”). For the avoidance of doubt, (i) the sale, transfer, assignment and conveyance of the Designation Rights provided for herein to Buyer on the Closing Date shall not effectuate a sale, transfer, assignment or conveyance of any Lease, Contract or any related assets of the Seller Parties to the Buyer or any other assignee, which shall only be effectuated upon Buyer providing written notice to the Seller Parties that it is exercising its Designation Right in respect of such Lease or Contract, and (ii) the Designation Rights shall not apply to or include any rights with respect to (A) any Insurance Policies or other insurance Contracts that include, or may potentially include, insurance coverage for the matters set forth in item 1 on Schedule 5.12, or (B) any Proceeding or Claim related to or arising from the matters set forth in item 1 on Schedule 5.12. Effective immediately upon Buyer’s delivery of a written notice providing that that it is exercising its Designation Right in respect of any Lease or Contract to assign such Lease or Contract to Buyer, such Lease or Contract shall be an Assumed Contract for all purposes hereunder. Subject to the terms and conditions of this Agreement, the Sale Order and the requirements of Section 365(b) of the Bankruptcy Code, Buyer shall have the right to designate itself or any other Person as the assignee to which a Lease or Contract is to be assumed and assigned. The Designation Rights shall terminate simultaneously with the expiration of the Designation Rights Period; provided, however, that if Buyer has delivered to the Seller a notice of exercise of its Designation Rights with respect to a Lease or Contract prior to the expiration of the Designation Rights Period, then the Designation Rights with respect to such Lease or Contract will continue after the expiration of the Designation Rights Period until such Lease or Contract is assumed and assigned to the extent permitted under applicable Law. Without limitation of the foregoing Designation Rights, for the avoidance of doubt, Buyer is not designating any Contracts or Leases for assumption and assignment effective as of the Closing and acknowledges that, upon exercise of any Designation Rights from and after the Closing, the Seller Parties shall file a separate motion for assumption and assignment of any designated Contracts or Leases upon notice and an opportunity to be heard consistent with the provisions of section 365 of the Bankruptcy Code.”

8. Section 3.1 of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

“3.1 Consideration. The aggregate consideration for the sale and transfer to Buyer of the Acquired Assets shall be:

- (a) an amount in cash equal to the Estimated Purchase Price (the Estimated Purchase Price as finally adjusted in accordance with Section 3.4, the “Purchase Price”); plus
- (b) the assumption of the Assumed Liabilities plus
- (c) the additional consideration described in Section 3.5 plus
- (d) the additional consideration described in Section 7.12.”

9. Section 7.6(a) of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

“Effective as of the Closing, each Seller Party on its behalf and on behalf of its Affiliates and Related Persons (each, in their respective capacities as such, the “Seller Releasing Parties”) voluntarily, knowingly and irrevocably releases and forever discharges the Buyer, its Affiliates, its designees and their respective directors, officers, employees, consultants, stockholders, managers, members, partners, agents, investors, advisors and representatives (each, in their respective capacities as such, the “Buyer Released Parties”) from any and all actions, amounts, Claims, damages, expenses, liabilities and obligations of every kind, nature or description, known or unknown, matured and unmatured, accrued or contingent or liquidated, regardless of whether such rights are currently exercisable, whether derivative Claims asserted or assertable on behalf of any of the Seller Releasing Parties or direct Claims or for indemnification or contribution, including to any Claims under Section 506(c) of the Bankruptcy Code or the Bankruptcy Case, that such Seller Releasing Parties (whether individually or collectively) ever had, now have, or may have against the Buyer Released Parties, in each case arising or existing prior to Closing, except for any rights of such Seller Parties under the Transaction Documents.”

10. The Purchase Agreement is hereby amended to include a new Section 7.12 which reads as follows:

“7.12 Pre-Closing Employees. Beginning on March 21, 2023 and terminating on the earlier of (i) the Closing Date, and (ii) the date this Agreement is terminated in accordance with Section 12.1 (such period, the “Pre-Funding Period”), the Seller Parties shall continue to employ all current Employees, other than those Employees set forth on Schedule 7.12(a), in the ordinary course of business consistent with past practice (the “Continuing Employees”); provided, however, the Seller Parties shall be permitted to terminate a Continuing Employee for “cause” consistent with such Seller Party’s employment policies and past practices subject to the prior written consent of Buyer; provided, further, the Seller Parties shall have no obligations to continue to employ Continuing Employees who voluntarily resign. Schedule 7.12(b) sets forth a list of all of the Continuing Employees and the location of such Continuing Employee. After March 17, 2023, the only Employees of the Seller Parties shall be the Continuing Employees (other than Employees hired at the direction, or with the prior written consent, of Buyer). On the first Business Day following the date hereof, the Buyer shall pay, or cause to be paid, to Seller an amount equal to \$150,000, which amount represents the Seller Parties’ good faith estimate of the additional cost

(such costs, the “Gap Employee Cost”) to the Seller Parties to continue to employ that certain subset of the Continuing Employees set forth on Schedule 7.12(c) (such subset of the Continuing Employees, the “Impacted Employees”). For the avoidance of doubt, the Gap Employee Costs will only be used with respect to the Impacted Employees, and in no event will the amount payable by Buyer (or its designee) pursuant to this Section 7.12 exceed \$150,000. If the Gap Employee Cost during the Pre-Funding Period exceeds \$150,000, then the Seller Parties shall continue to employ the Impacted Employees at their sole cost and expense until the termination of the Pre-Funding Period. If the Gap Employee Cost during the Pre-Funding Period is less than \$150,000, then the Seller Parties shall, within one Business Day of the termination of the Pre-Funding Period, return to Buyer (or its designee) an amount equal to \$150,000 *minus* the actual Gap Employee Cost incurred by Sellers during the Pre-Funding Period. Nothing in this Section 7.12 shall affect the Seller Parties’ obligations to continue to retain the Continuing Employees on and following the Closing Date in accordance with Section 9.1 of this Agreement and the TSA. Except for the repayment to Buyer contemplated by this Section 7.12 in the event that the Gap Employee Cost during the Pre-Funding Period is less than \$150,000, in no event shall Buyer be entitled to any portion of the \$150,000 in the event that this Agreement is terminated.”

11. Section 9.2 of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

“9.2 WARN Act. All Liabilities relating to the WARN Act shall be set forth in the TSA.”

12. Section 13.2 of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

“13.2 Successors and Assigns. Except as permitted under Section 2.5 and Schedule 13.2, neither Buyer, on the one hand, nor any Seller Party, on the other hand, shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other, and any such attempted assignment without such prior written consent shall be void and of no force and effect; provided that Buyer may assign its rights and obligations hereunder to any of its Affiliates or to any future owner of the Business (whether by merger, consolidation or sale of assets) or its assets or may collaterally assign its rights under this Agreement to any lender to the Buyer or any of its Affiliates as security to such lender; provided, further, immediately following the termination of the TSA, the Seller Parties may assign their rights and/or obligations hereunder to any successor under a confirmed and effective chapter 11 plan that is in form and substance reasonably acceptable to Buyer and subject to the lien of PNC Bank NA; provided, however, in the event of any such assignment, other than to a lender of Buyer, Buyer and the Seller Parties shall remain responsible for the performance of all of its obligations hereunder. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties to this Agreement.”

13. The Purchase Agreement is hereby amended to include a new Section 13.7(c) which reads as follows:

“In addition to the foregoing, all notices, requests, demands, statements, and other communications under this Agreement shall be provided contemporaneously to (i) Archer & Greiner, P.C., counsel for the Official Committee of Unsecured Creditors or any trustee or plan

administrator appointed in the Bankruptcy Case, and (ii) Blank Rome LLP, counsel to PNC Bank NA, at the respective addresses below:

Archer & Greiner, P.C.  
 300 Delaware Avenue, Suite 1100  
 Wilmington, DE 19801  
 Attention: Stephen M. Packman & Bryan J. Hall  
 Email: spackman@archerlaw.com and bjhall@archerlaw.com

Blank Rome LLP  
 Philadelphia  
 One Logan Square, 130 North 18th Street  
 Philadelphia, PA 19103-6998  
 Email: regina.kelbon@blankrome.com”

14. Schedule 2.2(p) to the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

**Schedule 2.2(p)**

**Excluded Bank Accounts**

<b>Debtor</b>	<b>Name of Bank</b>	<b>Type of Account</b>	<b>Account Numbers</b>
Nova Wildcat Shur-Line, LLC	PNC Bank N.A.	Concentration / Funding / Master	8026412173
Nova Wildcat Shut-Line, LLC	PNC Bank, N.A.	Disbursement	8026412165
World and Main (Cranbury), LLC	PNC Bank N.A.	Disbursement	8026412229
Nova Wildcat Shur-Line, LLC	PNC Bank N.A.	Disbursement	8026412157
Nova Wildcat Shur-Line, LLC	Royal Bank of Canada	Concentration	1024-1004167
Nova Wildcat Shur-Line, LLC	PNC Bank, N.A.	Stimulus Account	8026459457
Nova Wildcat Shur-Line, LLC	PNC Bank, N.A.	Payroll Account	8026470912
Craig Electronics Inc.	PNC Bank, N.A.	Disbursement Account	8026447499
Newtech Electronic Industries, Inc.	PNC Bank, N.A.	SBA Account	8026487044

15. Item 1 on Schedule 5.12 to the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

“1. **Bronx Fire**

The Seller Parties face a series of contingent, unliquidated, and disputed unsecured claims from certain litigation claimants affiliated with the January 9, 2022, fire in a high rise building at the Twin Parks North West, Site 4 apartment building in the Bronx, New York City, which resulted in multiple deaths and injuries to individuals (the “Bronx Fire”). Investigators for the New York City Fire Department opined that the Bronx Fire was allegedly caused by a heat source located too close to combustibles. However, to date, it has not been confirmed whether the fire was a result of a defective product distributed by the Seller Parties, user error, or some other cause. The investigation regarding the cause of the fire remains ongoing. Although the Seller Parties dispute liability for the claims, the Seller Parties are named as a defendant in approximately forty (40) cases with approximately 220 plaintiffs. And any claims relating to the foregoing that may be filed in the future.”

16. The Disclosure Schedules to the Purchase Agreement are hereby amended to include a new Schedule 7.12 which reads as follows:

**“Schedule 7.12**

**Continuing and Non-Continuing Employees**

(a) Non-Continuing Employees

The following Employees shall be terminated as of March 17, 2023:

- (i) Patricia Fernandez
- (ii) Purnell L Larkins
- (iii) Carlos Romero
- (iv) Araya Deneae Simmons”

(b) Continuing Employees

The following Employees shall be “Continuing Employees”:

<b>Employee Name</b>	<b>Location</b>
Joshua R Lee	Bentonville, AR
Dario Alvarez	Cranbury, NJ
Nikko Belano	Cranbury, NJ
Juan F Beltre Pichardo	Cranbury, NJ
Mark Geoffrey Berlin	Cranbury, NJ
Alphonso Blay	Cranbury, NJ
Clare M Brown	Cranbury, NJ
Tami Backlinie Burris	Cranbury, NJ



Christopher Buttich	Cranbury, NJ
Richard Cecick	Cranbury, NJ
Wayne W Bardell	Freeport, IL
Robbie C Bucher	Freeport, IL
Wendy R Burnside	Freeport, IL
Patrick Curley	Freeport, IL
Jeffrey L Fogel	Freeport, IL
Melody M Haeft	Freeport, IL
Peggy Jones	Freeport, IL
Paul M Kraft	Freeport, IL
Lorrie A Ryden	Freeport, IL
Michael Scheidegger	Freeport, IL
Eric D Staben	Freeport, IL
Leslie R Stimpert	Freeport, IL
Jami J Thruman	Freeport, IL
Brenda L Wade	Freeport, IL
Roy J Warfield	Freeport, IL
Donald R Wienand	Freeport, IL
Lori L Witmer	Freeport, IL
Deborah Zajac	Freeport, IL
Adelaida Chavez	Cranbury, NJ
Sayra Corrales	Cranbury, NJ
Mamadou Diallo	Cranbury, NJ
Leslie Dickert	Cranbury, NJ
Keith Dorner	Cranbury, NJ
Carlene Dyer	Cranbury, NJ
John P Evers	Cranbury, NJ
Luis M Fajardo	Cranbury, NJ
Mitchell Eric Fechter	Cranbury, NJ
Alberto A Fortuna	Cranbury, NJ
Amantino Gonzalez	Cranbury, NJ

Jonathan Gonzalez Perez	Cranbury, NJ
Richard W Goss	Cranbury, NJ
Nelson Guzman	Cranbury, NJ
Michael Haldis	Cranbury, NJ
Maria F Huerta Yupa	Cranbury, NJ
Robert David Iantosca	Cranbury, NJ
John J Imszennik	Cranbury, NJ
Bridget Jones	Cranbury, NJ
Daniel T Kane	Cranbury, NJ
Ylda Ysabel Lazaro	Cranbury, NJ
Maria Penafrancia Lim	Cranbury, NJ
Militza Martinez Santiago	Cranbury, NJ
Kenneth P McMenamy	Cranbury, NJ
Joel Mendez Galan	Cranbury, NJ
Keith K Milford	Cranbury, NJ
Pablo A Mora	Cranbury, NJ
Rebecca Martha Moreno Jaramillo	Cranbury, NJ
Diego F Morocho	Cranbury, NJ
Sabbiyah A Muhammad	Cranbury, NJ
Omar Muniz	Cranbury, NJ
Samuel Mutyanda	Cranbury, NJ
James O'Keefe	Cranbury, NJ
Antonio Ortiz	Cranbury, NJ
Amarilis A Paez	Cranbury, NJ
Diane Pate	Cranbury, NJ
Nicholas M Pendrous	Cranbury, NJ
Christine Pepitone	Cranbury, NJ
Oswaldo Pichardo Quezada	Cranbury, NJ
Carol A Purcell	Cranbury, NJ
Connor Ragsdale	Cranbury, NJ

Bartolo Ramirez	Cranbury, NJ
Jeffrey Arnold Ropers	Cranbury, NJ
Mark Rostagno	Cranbury, NJ
Maximiliano Salinas Butierrez	Cranbury, NJ
Francis J Schultz	Cranbury, NJ
Luz M Serrano	Cranbury, NJ
Chaim Shalmone	Cranbury, NJ
Jerome Smith	Cranbury, NJ
Brian E Tindall	Cranbury, NJ
Miguel Tlatenchi	Cranbury, NJ
Jose A Torres	Cranbury, NJ
Kenneth Weiss	Cranbury, NJ
Debra Weiss	Cranbury, NJ
Yuderka Ynoa De Rodriguez	Cranbury, NJ
Paula N Barnes	Waukesha, WI
Stephen R Geissler	Waukesha, WI
Toni L Gustafson	Waukesha, WI
John R Jacobson	Waukesha, WI
David J Jarecki	Waukesha, WI

(c) Impacted Employees

The following subset of the Continuing Employees shall be “Impacted Employees”:

<b><u>Employee Name</u></b>	<b><u>Location</u></b>
Joshua R Lee	Bentonville, AR
Wendy R Burnside	Freeport, IL
Patrick Curley	Freeport, IL

Jeffrey L Fogel	Freeport, IL
Melody M Haeft	Freeport, IL
Peggy Jones	Freeport, IL
Paul M Kraft	Freeport, IL
Lorrie A Ryden	Freeport, IL
Leslie R Stimpert	Freeport, IL
Jami J Thruman	Freeport, IL
Brenda L Wade	Freeport, IL
Roy J Warfield	Freeport, IL
Donald R Wienand	Freeport, IL
Lori L Witmer	Freeport, IL
Dario Alvarez	Cranbury, NJ
Nikko Belano	Cranbury, NJ
Juan F Beltre Pichardo	Cranbury, NJ
Mark Geoffrey Berlin	Cranbury, NJ
Alphonso Blay	Cranbury, NJ
Clare M Brown	Cranbury, NJ
Christopher Buttich	Cranbury, NJ
Richard Cecick	Cranbury, NJ
Adelaida Chavez	Cranbury, NJ
Sayra Corrales	Cranbury, NJ
Mamadou Diallo	Cranbury, NJ
Keith Dorner	Cranbury, NJ
John P Evers	Cranbury, NJ
Luis M Fajardo	Cranbury, NJ
Alberto A Fortuna	Cranbury, NJ
Amantino Gonzalez	Cranbury, NJ
Jonathan Gonzalez Perez	Cranbury, NJ
Nelson Guzman	Cranbury, NJ
Maria F Huerta Yupa	Cranbury, NJ

Ylda Ysabel Lazaro	Cranbury, NJ
Maria Penafrancia Lim	Cranbury, NJ
Militza Martinez Santiago	Cranbury, NJ
Kenneth P McMenamy	Cranbury, NJ
Joel Mendez Galan	Cranbury, NJ
Pablo A Mora	Cranbury, NJ
Rebecca Martha Moreno Jaramillo	Cranbury, NJ
Diego F Morocho	Cranbury, NJ
Sabbiyah A Muhammad	Cranbury, NJ
Omar Muniz	Cranbury, NJ
Samuel Mutyanda	Cranbury, NJ
James O'Keefe	Cranbury, NJ
Antonio Ortiz	Cranbury, NJ
Amarilis A Paez	Cranbury, NJ
Diane Pate	Cranbury, NJ
Carol A Purcell	Cranbury, NJ
Bartolo Ramirez	Cranbury, NJ
Luz M Serrano	Cranbury, NJ
Chaim Shalmone	Cranbury, NJ
Jerome Smith	Cranbury, NJ
Brian E Tindall	Cranbury, NJ
Yuderka Ynoa De Rodriguez	Cranbury, NJ
Paula N Barnes	Waukesha, WI
Stephen R Geissler	Waukesha, WI
John R Jacobson	Waukesha, WI
David J Jarecki	Waukesha, WI

17. Except as stated above, all other provisions of the Purchase Agreement remain in full force and effect. This Amendment constitutes the entire agreement of the parties relating to the subject matter of this Amendment and supersedes all other oral or written agreements or policies related thereto. This Amendment will be governed by and construed in accordance with the laws of the State of Delaware, without regard to any conflict of law principles. The terms and conditions contained in this Amendment will bind and inure to the benefit of the parties hereto and their respective legal successors and assigns. This Amendment may not be changed orally but only by a writing signed by both parties hereto. All references to the “Agreement” contained in the Purchase Agreement, or otherwise to the Purchase Agreement shall be deemed, for all purposes, to mean the Purchase Agreement, as amended hereby.
  
18. This Amendment may be executed in any number of counterparts, each of which will be an original, but all of which together will be deemed to constitute one instrument. Delivery of an executed counterpart signature page of this Amendment by facsimile or by PDF (portable document format file) shall be as effective as delivery of a manually executed counterpart of this Amendment.

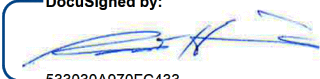
*[Signature Page follows.]*

IN WITNESS WHEREOF, the parties to this Amendment have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date first written above.

**BUYER**

GORDON BROTHERS COMMERCIAL &  
INDUSTRIAL, LLC

on behalf of its contractual joint venture with  
Nations Capital, Inc.

By:  \_\_\_\_\_  
Name: Robert Himmel  
Title: Head of North America Commercial &  
Industrial and Senior Managing Director

IN WITNESS WHEREOF, the parties to this Amendment have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date first written above.

**SELLER**

NOVA WILDCAT SHUR-LINE HOLDINGS,  
INC.

By: 

\_\_\_\_\_  
Name: David Williamson

Title: Secretary