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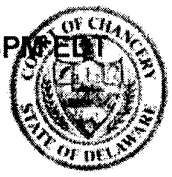

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

MORRIS AKERMAN, Individually and on behalf of all others similarly situated,	)	
Plaintiff,	)	
v.	)	Civil Action No._____
NORTH AMERICAN GALVANIZING & COATINGS, INC., LINWOOD J. BUNDY, RONALD J. EVANS, JANICE K. HENRY, GILBERT L. KLEMANN, II, PATRICK J. LYNCH, JOSEPH J. MORROW, JOHN H. SUNUNU, AZZ INCORPORATED, and BIG KETTLE MERGER SUB, INC.,	)	
Defendants.	)	

VERIFIED CLASS ACTION COMPLAINT

Plaintiff, by his undersigned attorneys, for his verified class action complaint against defendants, alleges upon personal knowledge with respect to himself, and upon information and belief based, *inter alia*, upon the investigation of counsel as to all other allegations herein, as follows:

NATURE OF THE ACTION

1. This is a class action on behalf of the public shareholders of North American Galvanizing & Coatings, Inc. ("NGA" or the "Company"), against the Company and its Board of Directors (the "Board" or "Individual Defendants"), to enjoin the proposed acquisition of NGA by AZZ Incorporated, through its wholly-owned subsidiary Big Kettle Merger Sub, Inc. (collectively, "AZZ").

2. On or around April 1, 2010, the Board caused NGA to enter into a definitive agreement and plan of merger ("Merger Agreement") to be acquired by AZZ in a cash transaction by means of an all-cash tender offer (the "Tender Offer") and second-step merger valued at approximately $125.6 million (the "Proposed Transaction"). The Tender Offer is currently

expected to commence prior to May 7, 2010 and is expected to close prior to August 31, 2010. In approving the Merger Agreement, the Individual Defendants breached their fiduciary duties to plaintiff and the Class. Furthermore, NGA and AZZ knowingly aided and abetted the Individual Defendants' breaches of fiduciary duty. Plaintiff seeks to enjoin the Proposed Transaction or, alternatively, rescind the Proposed Transaction in the event defendants are able to consummate it.

THE PARTIES

3. Plaintiff is, and has been continuously throughout all times relevant hereto, the owner of NGA common stock.

4. NGA is a Delaware corporation and maintains its principal executive offices at 5314 S. Yale Avenue, Suite 1000, Tulsa, Oklahoma 74135. NGA describes itself as a leading provider of corrosion protection for iron and steel components fabricated by its customers, with operations composed of eleven facilities located in Colorado, Kentucky, Missouri, Ohio, Oklahoma, Tennessee, Texas and West Virginia. NGA's common stock trades on the NASDAQ stock exchange under the ticker symbol "NGA."

5. Defendant Linwood J. Bundy ("Bundy") has been an NGA director since 2000. According to NGA's Annual Proxy Statement filed with the United States Securities and Exchange Commission ("SEC") on Form DEF 14A on June 16, 2009 (the "2009 Proxy"), Mr. Bundy is a member of the Company's Audit Committee and a member of, and Chairman of, the Company's Compensation Committee. Mr. Bundy is also a member of the Company's Corporate Governance and Nominating Committee.

6. Defendant Ronald J. Evans ("Evans") has been an NGA director since 1995. According to the 2009 Proxy, Mr. Evans is a member of the Company's Executive Committee. Mr. Evans is also the Company's president and chief executive officer.

7. Defendant Janice K. Henry ("Henry") has been an NGA director since 2006.

According to the 2009 Proxy, Ms. Henry is a member of the Company's Audit Committee, where she is defined as an "audit committee financial expert" according to SEC rules. Ms. Henry is also a member of the Company's Corporate Governance and Nominating Committee.

8. Defendant Gilbert L. Klemann, II ("Klemann") has been an NGA director since 2000. According to the 2009 Proxy, Mr. Klemann is a member of the Company's Audit Committee and also a member of the Executive Committee. Mr. Klemann is also a member of the Company's Corporate Governance and Nominating Committee.

9. Defendant Patrick J. Lynch ("Lynch") has been an NGA director since 2001. According to the 2009 Proxy, Lynch is a member of, and the Chairman of, the Company's Audit Committee, and he is defined as an "audit committee financial expert" according to SEC rules. Mr. Lynch is also a member of the Company's Corporate Governance and Nominating Committee.

10. Defendant Joseph J. Morrow ("Morrow") has been an NGA director since 1996. According to the 2009 Proxy, Mr. Morrow is a member of the Company's Executive Committee. Mr. Morrow is also a member, and the Chairman, of the Company's Corporate Governance and Nominating Committee.

11. Defendant John H. Sununu ("Sununu") has been an NGA director since 1996. According to the 2009 Proxy, Mr. Sununo is a member of, and the Chairman of, the Company's Executive Committee. Mr. Sununu is also a member of the Company's Corporate Governance and Nominating Committee.

12. Defendant AZZ Incorporated is a Texas corporation whose principal executive offices at One Museum Place, 3100 West 7th Street, Suite 500, Fort Worth, Texas 76107. According to the press release announcing the Proposed Transaction, AZZ is a specialty electrical equipment manufacturer serving the global markets of industrial, power generation, transmission

and distributions, as well as a leading provider of hot dip galvanizing services to the steel fabrication market.

13. Defendant Big Kettle Merger Sub, Inc. is a Delaware corporation and a wholly-owned subsidiary of AZZ.

14. The defendants identified in ¶¶ 5-11 are collectively referred to herein as the "Individual Defendants." By reason of their positions as officers and/or directors of the Company, the Individual Defendants are in a fiduciary relationship with plaintiff and the other public shareholders of NGA, and owe plaintiff and NGA's other shareholders the highest obligations of loyalty, good faith, fair dealing, due care, and full and fair disclosure.

15. Each of the Individual Defendants at all times had the power to control and direct NGA to engage in the misconduct alleged herein. The Individual Defendants' fiduciary obligations required them to act in the best interest of plaintiff and all NGA shareholders.

16. Each of the Individual Defendants owes fiduciary duties of good faith, fair dealing, loyalty, candor, and due care to plaintiff and the other members of the Class. They are acting in concert with one another in violating their fiduciary duties as alleged herein, and, specifically, in connection with the Proposed Transaction.

CLASS ACTION ALLEGATIONS

17. Plaintiff brings this action on his own behalf and as a class action, pursuant to Court of Chancery Rule 23, on behalf of himself and the public shareholders of NGA (the "Class"). Excluded from the Class are defendants herein and any person, firm, trust, corporation, or other entity related to or affiliated with any defendant.

18. This action is properly maintainable as a class action.

19. The Class is so numerous that joinder of all members is impracticable. As of February 28, 2010, there were 16,754,943 shares of NGA common stock outstanding, held by

scores, if not hundreds, of individuals and entities scattered throughout the country.

20. Questions of law and fact are common to the Class, including, among others:

a. Whether defendants have breached their fiduciary duties owed to plaintiff and the Class; and

b. Whether defendants will irreparably harm plaintiff and the other members of the Class if defendants' conduct complained of herein continues.

21. Plaintiff is committed to prosecuting this action and has retained competent counsel experienced in litigation of this nature. Plaintiff's claims are typical of the claims of the other members of the Class and plaintiff has the same interests as the other members of the Class. Accordingly, plaintiff is an adequate representative of the Class and will fairly and adequately protect the interests of the Class.

22. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications with respect to individual members of the Class that would establish incompatible standards of conduct for defendants, or adjudications with respect to individual members of the Class that would, as a practical matter, be dispositive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests.

23. Defendants have acted, or refused to act, on grounds generally applicable, and causing injury to the Class and, therefore, final injunctive relief on behalf of the Class as a whole is appropriate.

SUBSTANTIVE ALLEGATIONS

24. On February 22, 2010, NGA issued a press release in which it reported net income of $9.7 million ($0.58 per share) for the year ended December 31, 2009, compared with $11.9 million for the year ended December 31, 2008. Cash flow from operating activities was

$14.9 million in 2009, compared to $14.2 million in 2008. The Company also reported that, although volume was the same year-over-year, there were several offsetting factors that affected 2009, including the Company's purchase of a new galvanizing plant in West Virginia, the temporary shut-down of the Company's St. Louis plant.

25. Individual Defendant Evans was quoted in the February 22, 2010 press release as stating "Full year 2009 results were strong. Total volume was the same as 2008, which was the highest volume and earnings year in the history of the Company. In 2009, a year of difficult financial and economic markets, a number of milestones were achieved, including the construction and market introduction of the West Virginia facility and the completion of two major capital projects in our Hurst, Texas and Denver, Colorado plants. In addition, we completed a subordinated note offering, entered into a new bank lending agreement, and generated the highest operating cash flow in the Company's history. While in the fourth quarter, we did experience a volume decline associated with the general economic slowdown and the temporary shutdown of the St. Louis plan due to a fire, we enter into 2010 well-capitalized and prepared from both the cost and marketing perspectives."

26. The February 5, 2009 press release projected total revenue for the first quarter of 2009 to be within the range of $24.5 million to $25.5 million; GAAP net loss per share to be within the range of ($0.06) to ($0.08); and non-GAAP net income to be within the range of breakeven to $0.02 per share.

27. Despite its recent strong performance in the face of some of the worst economic conditions in nearly 70 years, NGA has willingly entered into the Proposed Transaction to the detriment of its shareholders. On April 1, 2010, NGA issued a press release in which it announced that on March 31, 2010 it had entered into a definitive merger agreement to be acquired by AZZ through a cash tender offer for $7.50 per share in cash, or approximately $125.6

million in the aggregate.

28. Market reaction to the announcement of the Proposed Transaction has been swift, as investors sent NGA's stock price up approximately 34.7% from its close at $5.56 on March 31, 2010 to $7.49 per share on April 1, 2010. The Company's stock has since traded as high as $7.52 per share. As recently as June 9, 2009, the Company's stock traded as high as $7.85 per share. Consequently, the price AZZ is offering in the Proposed Transaction represents no premium whatsoever to NGA's shareholders, who obviously believe it is worth more than what NGA is willing to pay.

29. Any alternate bidder for NGA must contend with AZZ, which has the Board's undivided support, as well as the specter of a tender offer that will close much sooner than a conventional merger, which would require the scheduling of a shareholder vote and obtaining shareholder approval.

30. To the detriment of NGA's shareholders, the Merger Agreement's terms substantially favor AZZ and are calculated to unreasonably dissuade potential suitors from making competing offers.

31. For example, although the Individual Defendants have the "right" (as opposed to the obligation to solicit alternative proposals for a limited period of time prior to commencement of the Tender Offer, they also to have agreed to a "No Solicitation" provision in Section 5.4 of the Merger Agreement that unfairly restricts the Board from soliciting alternative proposals by, among other things, constraining its ability to communicate with potential buyers, and in some circumstances, even consider competing proposals. This provision also prohibits the Individual Defendants from initiating contact with possible buyers, even if they believe that communicating with a potential bidder could reasonably lead to a superior offer or an offer more closely aligned with the interests of NGA's shareholders. Section 5.4(b) of the Merger Agreement states, in

relevant part:

> Subject to Sections 5.4(c) and 5.4(d), from the Go-Shop Period Termination Date until the earlier of the Acceptance Time or the date this Agreement is terminated pursuant to Section 7.1, the Company shall not, and shall cause its Subsidiaries and the Company Representatives not to, directly or indirectly: (i) initiate, solicit or knowingly take any action to facilitate or encourage (including by way of providing information) the submission of any inquiries, proposals or offers or any other efforts or attempts that constitute, or may reasonably be expected to lead to, an Acquisition Proposal, or engage in any discussions or negotiations with respect thereto, (ii) approve or recommend, or publicly propose to approve or recommend, an Acquisition Proposal, (iii) withdraw (or change, amend, modify or qualify in a manner adverse to Parent or Purchaser), or propose publicly to withdraw (or change, amend, modify or qualify, in a manner adverse to Parent or Purchaser), or otherwise make any statement or proposal inconsistent with, the Company Board Recommendation (any action or failure to act set forth in the foregoing clauses (ii) or (iii), a "Change of Board Recommendation"), or (iv) enter into any merger agreement, letter of intent, agreement in principle, share purchase agreement, asset purchase agreement, share exchange agreement, option agreement or other similar Contract relating to an Acquisition Proposal or enter into any Contract or agreement in principle that is intended or would reasonably be expected to lead to an Acquisition Proposal or that would reasonably be expected to cause the Company to abandon, terminate or breach its obligations hereunder or fail to consummate the transactions contemplated hereby. Subject to Section 5.4(c), on the Go-Shop Period Termination Date, the Company shall immediately cease and cause to be terminated any activities that would otherwise be a violation of this Section 5.4(b) conducted theretofore by the Company or the Company Representatives with respect to any Acquisition Proposal. Subject to Section 5.4(c), with respect to parties with whom discussions or negotiations have been terminated on or prior to the Go-Shop Period Termination Date, the Company shall use commercially reasonable efforts to require such parties to promptly return or destroy in accordance with the terms of the applicable Qualifying Confidentiality Agreement any non-public information previously furnished by the Company. Notwithstanding anything to the contrary in this Section 5.4(b), following the Go-Shop Period Termination Date, the Company and the Company Representatives may continue discussions and negotiations with, and provide information to, any Person, group of related Persons or group that (1) includes any Person with whom the Company is having ongoing discussions or negotiations prior to the Go-Shop Period Termination Date regarding a possible Acquisition Proposal and (2) has been identified in writing to Parent (any such Person or group, a "Go-Shop Party") if the Board of Directors determines in good faith (after consultation with its financial advisors and outside counsel) that such Person has made or could reasonably be expected to make an Acquisition Proposal that after further discussions or negotiations could reasonably result in a Superior Proposal.

32. Section 7.5 of the Merger Agreement goes on to state that NGA must notify AZZ

of any proposals, offers, or any overtures of interest from other potential suitors and it must provide the identity of those potential suitors. Section 7.5(c) of the Merger Agreement states, in relevant part:

> Notwithstanding Section 5.4(b), if at any time following the Go-Shop Period Termination Date and prior to obtaining the Company Stockholder Approval, (i) the Company receives a bona fide written Acquisition Proposal, which is not solicited, facilitated or encouraged willfully or in bad faith in breach of Section 5.4(b) above, from any other third party that is not a Go-Shop Party, and (ii) the Company Board determines in good faith (after consultation with its financial advisors and outside counsel) that (A) such Acquisition Proposal constitutes, or could reasonably be expected to lead to, a Superior Proposal, and (B) the failure to take the actions referred to in clause (x) or (y) of this sentence could reasonably be expected to be a breach of its fiduciary obligations to the stockholders of the Company under applicable Law, the Company may take the following actions: (x) furnish non-public information to the Person making such Acquisition Proposal, provided, that (1) prior to so furnishing such information, the Company shall have received from such Person a Qualifying Confidentiality Agreement and (2) all such information shall previously have been provided to Parent and Purchaser or is provided to Parent and Purchaser prior to or substantially contemporaneously with the time it is provided to the Person making such Acquisition Proposal or such Person's representatives and (y) engage or participate in any discussions or negotiations with such Person with respect to the Acquisition Proposal. At any time following the date of this Agreement, the Company shall, as promptly as reasonably practicable (and in any event within forty-eight (48) hours), advise Parent orally and in writing of the receipt from any Person of (1) any proposal that constitutes, or could reasonably be expected to lead to, an Acquisition Proposal and the material terms of such proposal and (2) any request for non-public information relating to the Company or any of its Subsidiaries in connection with a potential Acquisition Proposal, or for access to the properties, books or records of the Company by any Person that informs the Company that is it considering making, or has made, an Acquisition Proposal, in each case, including the identity of the Person(s) making such proposal, inquiry or request, and, if applicable, providing copies of any documents or correspondence evidencing such proposal or inquiry. The Company shall thereafter keep Parent reasonably informed on a reasonably current basis of the status and any material developments, discussions and negotiations concerning such Acquisition Proposal, and the material terms and conditions thereof, including by providing a copy of all material documentation or correspondence relating thereto that is exchanged between the Person making such Acquisition Proposal (or its representatives) and the Company (or the Company Representatives). Without limiting the foregoing, the Company will promptly (within two (2) Business Days) notify Parent orally and in writing if it determines to begin providing information to, or to engage in negotiations with, any Person other than a Go-Shop Party concerning an Acquisition Proposal.

33. Furthermore, Section 7.5 of the Merger Agreement also gives AZZ the opportunity to counter any potential "Superior Proposal" that is made to the Company. Section 7.5(b)(iii) states, in relevant part:

> Notwithstanding anything to the contrary contained in Section 5.4(b), if the Company receives an Acquisition Proposal that the Company Board concludes in good faith, after consultation with outside counsel and financial advisors, constitutes, or could reasonably be expected to lead to, a Superior Proposal, after giving effect to all of the adjustments to the terms of this Agreement that are offered by Parent (including pursuant to clause (2) below), the Company Board may at any time prior to the Acceptance Time, (i) effect a Change of Board Recommendation with respect to such Superior Proposal and/or (ii) terminate this Agreement to enter into a definitive agreement with respect to such Superior Proposal; provided, however, that the Company shall not terminate this Agreement pursuant to the immediately foregoing clause (ii) unless, concurrently with or prior to such termination, the Company pays the Breakup Fee and otherwise complies with the provisions of Section 7.1(e) and Section 7.3; and provided, further that the Company Board may not effect a change of Company Board Recommendation or terminate this Agreement pursuant to the foregoing clause (ii) unless (A) the Company shall not have breached willfully or in bad faith this Section 5.4 with respect to such Superior Proposal, (B) the Company Board shall have taken into account any changes to the terms of this Agreement proposed by Parent in response to a Notice of Adverse Recommendation, and (C):
>
> (1) the Company shall have provided written notice to Parent ("Notice of Adverse Recommendation") at least five (5) days in advance (the "Notice Period") of its intention, absent any amendment to terms and conditions of this Agreement as described in the immediately following clause (2), to take such actions described in the immediately foregoing clauses (i) or (ii) with respect to such Superior Proposal, which notice shall specify the material terms and conditions of such Superior Proposal (including the identity of the party making such Superior Proposal), shall specifically identify the terms of such Superior Proposal that causes such Acquisition Proposal to constitute a Superior Proposal, and shall have contemporaneously provided a copy of the relevant proposed transaction agreements with the party making such Superior Proposal and other material documents, including the proposed definitive agreement with respect to such Superior Proposal (it being understood and agreed that any amendment to the financial terms or any other material term of such Superior Proposal shall require a new Notice of Adverse Recommendation and a new notice period, which shall be five (5) days in advance of the Company Board's intention to take action pursuant to this Section 5.4(d)); and
>
> (2) prior to effecting such Change of Board Recommendation or terminating this Agreement to enter into a definitive agreement with respect to such Superior Proposal, the Company shall, and shall cause the Company

Representatives to, during the Notice Period, (x) provide Parent and Purchaser during the Notice Period with an opportunity to amend the terms and conditions contained in this Agreement in a manner such that such Acquisition Proposal would cease to constitute a Superior Proposal as a result thereof, in which event the Company shall, and shall cause its outside counsel and financial advisors to, negotiate with Parent in good faith (to the extent Parent desires to negotiate) to make such amendments to the terms and conditions of this Agreement as would enable Parent and Purchaser to proceed with the transactions contemplated hereby, as so amended, and (y) permit Parent to make a presentation to the Company Board regarding this Agreement and any adjustments with respect thereto (to the extent Parent desires to make such presentation).

34. Section 1.7 of the Merger Agreement grants AZZ an irrevocable option (the "Top-Up Option"). Section 1.7 (a) states:

Subject to the number of Shares that have been accepted for payment pursuant to the Offer (after giving effect to any proper withdrawal of Shares prior to the Expiration Date but without giving effect to Shares issuable upon the exercise of the Top-Up Option), together with (x) the number of Shares, if any, then owned of record by Parent or Purchaser or with respect to which Parent or Purchaser otherwise has, directly or indirectly, sole voting power, and (y) the number of shares of Company Common Stock that are issuable upon exercise of Options, that are held in trust pursuant to the Company's Director Stock Unit Program or that constitute restricted shares, in each case whose holders have executed the Stockholders' Agreement, representing at least eighty percent (80%) but less than ninety percent (90%) of all outstanding Shares (determined on a Fully Diluted Basis), the Company hereby grants to Purchaser an irrevocable option (the "Top-Up Option"), exercisable once upon the terms and subject to the other conditions set forth herein, to purchase at the Offer Price an aggregate number of Shares (the "Top-Up Shares") equal to the lowest number of Shares that, when added to the number of Shares owned by Parent, Purchaser and their Affiliates at the time of such exercise and the number of shares of Company Common Stock that are issuable upon exercise of Options, that are held in trust pursuant to the Company's Director Stock Unit Program or that constitute restricted shares, in each case whose holders have executed the Stockholders' Agreement, shall constitute one Share more than ninety percent (90%) of the Shares (after giving effect to the issuance of the Top-Up Shares) issued and outstanding, determined on a Fully Diluted Basis (the "Short Form Threshold"); provided, however, that in no event shall the Top-Up Option be exercisable for a number of Shares in excess of the number of authorized but unissued Shares as of immediately prior to the issuance of the Top-Up Shares; provided, further, that the Top-Up Option shall terminate upon the earlier of: (x) the fifth (5th) Business Day after the later of (1) the Expiration Date and (2) the expiration of any "subsequent offering period" as described in Section 1.1(f) above and (y) the termination of this Agreement in accordance with its terms.

35. In other words, even if AZZ acquires 80% of the Company through the Tender

Offer, it would have the ability to exercise the Top-Up Option and dilute the economic interests of any remaining public shareholders including plaintiff and members of the putative Class. The coercive effect of the Top-Up Option is patently obvious. Unless AZZ gets the whole Company in the Tender Offer, it could exercise the Top-Up Option and the public shareholders would be frozen out.

36. Further locking control of the Company up in favor of AZZ is Section 7.3 of the Merger Agreement which contains a "Break-Up Fee" of $2 million. This Termination Fee is payable if, among other things, the Individual Defendants cause the Company to terminate the Merger Agreement pursuant to the lawful exercise of their fiduciary duties during the Go-Shop Period. Additionally, section 7.3 of the Merger Agreement contains a Break-Up Fee of $3 million if the Individual Defendants cause the Company to terminate the Merger Agreement after the close of the Go-Shop Period.

37. As if the actions described in the preceding paragraph were not enough, as an inducement to enter into the Merger Agreement, and in consideration thereof, AZZ entered into Tender and Voting Agreements with all of the Individual Defendants. As of September 27, 2009, the Tender and Voting Agreements covered at least 950,808 shares. The Individual Defendants agreed to, among other things, (i) tender their shares of Company common stock in the offer, (ii) provide AZZ with an option to purchase any shares of Company common stock held by the Individual Defendants that are not tendered in the Offer, (iii) vote their shares of Company common stock in favor of the Merger and against any other acquisition proposal, and (iv) refrain from disposing of their shares of Company common stock and soliciting alternative acquisition proposals to the Merger. The Individual Defendants also granted AZZ a proxy to vote any shares of Company common stock held by the Individual Defendants in favor of the Merger.

38. These acts, combined with other defensive measures the Company has in place,

effectively preclude any other bidders that might be interested in paying more than AZZ for the Company from taking their bids directly to the Company's owners - its shareholders - and allowing those shareholders to decide for themselves whether they would prefer higher offers to the Proposed Transaction.

39. The consideration to be paid to plaintiff and the Class in the Proposed Transaction also is unfair and grossly inadequate because, among other things, the intrinsic value of NGA is materially in excess of the amount offered in the Proposed Transaction, giving due consideration to the Company's anticipated operating results, net asset value, cash flow profitability and established markets.

40. The Proposed Transaction will deny Class members their right to share proportionately and equitably in the true value of Company's valuable and profitable business, and future growth in profits and earnings, at a time when the Company is poised to increase its profitability.

41. Moreover, to the detriment of NGA's shareholders, the Merger Agreement's terms substantially favor AZZ and are calculated to unreasonably dissuade potential suitors from making competing offers.

42. As a result, defendants have breached the fiduciary duties they owe to the Company's public shareholders because the shareholders will not receive adequate or fair value for their NGA common stock in the Proposed Transaction.

COUNT I

(Breach of Fiduciary Duty against the Individual Defendants)

43. Plaintiff repeats and re-alleges the preceding allegations as if fully set forth herein.

44. As members of the Company's board of directors, the Individual Defendants

have fiduciary obligations to: (a) undertake an appropriate evaluation of NGA's net worth as a merger/acquisition candidate; (b) take all appropriate steps to enhance NGA's value and attractiveness as a merger/acquisition candidate; (c) act independently to protect the interests of the Company's public shareholders; (d) adequately ensure that no conflicts of interest exist between the Individual Defendants' own interests and their fiduciary obligations, and, if such conflicts exist, to ensure that all conflicts are resolved in the best interests of NGA's public shareholders; (e) actively evaluate the Proposed Transaction and engage in a meaningful auction with third parties in an attempt to obtain the best value on any sale of NGA; and (f) disclose all material information in soliciting shareholder approval of the Proposed Transaction.

45. The Individual Defendants have breached their fiduciary duties to plaintiff and the Class.

46. As alleged herein, defendants have initiated a process to sell NGA that undervalues the Company and vests them with benefits that are not shared equally by NGA's public shareholders – a clear effort to take advantage of the temporary depression in NGA's stock price caused by the current economic conditions. In addition, by agreeing to the Proposed Transaction, defendants have capped the price of NGA at a price that does not adequately reflect the Company's true value. Defendants also failed to sufficiently inform themselves of NGA's value, or disregarded the true value of the Company, in an effort to benefit themselves. Furthermore, any alternate acquirer will be faced with engaging in discussions with a management team and board that is committed to the Proposed Transaction.

47. As such, unless the Individual Defendants' conduct is enjoined by the Court, they will continue to breach their fiduciary duties to plaintiff and the other members of the Class, and will further a process that inhibits the maximization of shareholder value.

48. Plaintiff and the members of the Class have no adequate remedy at law.

COUNT II

(Aiding and Abetting the Board's Breaches of Fiduciary Duty against NGA and AZZ)

49. Plaintiff repeats and re-alleges the preceding allegations as if fully set forth herein.

50. Defendants NGA and AZZ knowingly assisted the Individual Defendants' breaches of fiduciary duty in connection with the Proposed Transaction, which, without such aid, would not have occurred. In connection with discussions regarding the Proposed Transaction, NGA provided, and AZZ obtained, sensitive non-public information concerning NGA's operations and thus had unfair advantages which enabled it to acquire the Company at an unfair and inadequate price.

51. As a result of this conduct, plaintiff and the other members of the Class have been and will be damaged in that they have been and will be prevented from obtaining a fair price for their NGA shares.

52. Plaintiff and the members of the Class have no adequate remedy at law.

WHEREFORE, plaintiff prays for judgment and relief as follows:

A. Ordering that this action may be maintained as a class action and certifying plaintiff as the Class representative;

B. Preliminarily and permanently enjoining defendants and all persons acting in concert with them, from proceeding with, consummating, or closing the Proposed Transaction;

C. In the event defendants consummate the Proposed Transaction, rescinding it and setting it aside or awarding rescissory damages to plaintiff and the Class;

D. Directing defendants to account to plaintiff and the Class for their damages

sustained because of the wrongs complained of herein;

E. Awarding plaintiff the costs of this action, including reasonable allowance for plaintiff's attorneys' and experts' fees; and

F. Granting such other and further relief as this Court may deem just and proper.

Dated: April 13, 2010

RIGRODSKY & LONG, P.A.

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