

November 29, 2021

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Dear Valued Customer,

Our relationship with you and your business are important to us at McWane, Inc., and we appreciate your continued support during these difficult times. In particular, we appreciate the cooperative spirit in which we have worked together to successfully navigate the challenges presented by the COVID-19 pandemic. Unfortunately, however, recent actions by the federal government have the potential to put that success at risk, and we feel compelled to alert you to certain actions we are taking to avoid that result.

Specifically, on September 9, 2021, the Biden Administration issued Executive Order 14042 on "Ensuring Adequate COVID Safety Protocols for Federal Contractors" (the "Order") and, on September 24, 2021, the Safer Federal Workforce Task Force issued guidance to implement the Order (the "Guidance"). (The Order and the Guidance, together with any other document issued as part of the implementation thereof, sometimes collectively referred to as the "COVID Vaccination Mandate"). The Order directed Federal Agencies to ensure that "contracts and contract-like instruments" include a specific clause for the contractor and any subcontractors (at any tier) to incorporate into lower-tier subcontracts. If applicable, this clause would require, among other things, that the contractor or subcontractor mandate that all "Covered Contractor Employees" be fully vaccinated for COVID-19, except in limited circumstances where an employee is legally entitled to an accommodation.

As you are aware, for various reasons, significant numbers of Americans have opted not to receive the COVID-19 vaccine. Although McWane has strongly encouraged our team members to get vaccinated, and has offered numerous financial and other incentives to encourage COVID-19 vaccinations, between 30-40% of our workforce continues to decline vaccination. A majority of those unvaccinated McWane employees would likely resign if we were to implement a vaccination mandate. All the while our nation continues to see severe labor shortages, with more and more workers dropping out of the labor force. These shortages are already having a material impact on our operations at McWane, and it is certain that a loss of a significant number of our team members due to a vaccine mandate would adversely affect our ability to serve you.

So that we can continue to be a reliable source of supply for you and your customers, effective immediately, McWane is adopting the following policies with respect to the COVID Vaccination Mandate:

1. Section 5(b) of the Order states, "This order shall not apply to: . . . subcontracts solely for the provision of products." Because McWane provides products to its customers, and does not perform services independent of providing those products, it is our position that the COVID Vaccination Mandate is inapplicable to our operations and contracts, and thus we will not impose a vaccination mandate upon our team members at this time. Moreover, to the extent that any

language is submitted to us that would modify or eliminate this exclusion, impose such a mandate or other similar requirements on our company or our team members, or would attempt to incorporate the COVID Vaccination Mandate into any of our contracts, this letter serves as notice that McWane does not and will not agree to the inclusion of that language into any of its contracts, notwithstanding any language in any document submitted by anyone to the contrary. Unless otherwise agreed in a written document signed by McWane's Authorized Representative (as defined below), McWane rejects, now and in the future, any contractual provision or clause that incorporates or otherwise attempts to make COVID Vaccination Mandate binding on McWane, even if an employee of McWane signs a document that attempts to include such language.

2. McWane makes no representation, certification, or warranty, and disclaims all representations, certifications, or warranties (express, implied, statutory or otherwise) as to the vaccination status of its team members or McWane's or its employees' compliance with the Order or the Guidance.
3. At this time, McWane's President—G. Ruffner Page, Jr. ("McWane's Authorized Representative")—is the only McWane employee with the authority and power to: (a) agree to any language or clause in any contract or agreement regarding the COVID Vaccination Mandate; (b) make representations or warranties regarding the COVID Vaccination Mandate or McWane's or its employees' compliance with the foregoing; or (c) enter into any agreement or other obligation binding on McWane with respect to the COVID Vaccination Mandate. No other employee of McWane has any authority, express, implied or apparent, to do any of the foregoing. Therefore, unless agreed to in a written document signed by McWane's Authorized Representative, any attempt to include any of the foregoing into any contract or agreement with McWane, even if pursuant to a document signed by any other employee of McWane, will be null and void, and McWane rejects any clause, contractual provision, contract or contract-like instrument suggesting otherwise.

Consistent with our decision that we cannot and will not accept language in our contracts that attempt to impose the requirements of the Order or the Guidance on our company or its team members, we encourage you to be prudent in your own certifications to the federal government and any intermediate contractors.

It is our hope that this situation will resolve in the near future in a rational way. In the meantime, however, thank you for your understanding and support, and feel free to contact us at any time with any questions.