

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON D.C. 20549

FORM 8-K
CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): October 23, 2020



Synalloy Corporation

(Exact name of registrant as specified in its charter)

Delaware <i>(State or other jurisdiction of incorporation or organization)</i>	0-19687 <i>(Commission File Number)</i>	57-0426694 <i>(I.R.S. Employer Identification No.)</i>
4510 Cox Road, Suite 201, Richmond, Virginia <i>(Address of principal executive offices)</i>	(804) 822-3260 <i>(Registrant's telephone number, including area code)</i>	23060 <i>(Zip Code)</i>
Inapplicable <i>(Former name or former address if changed since last report)</i>		

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of exchange on which registered
Common Stock, par value \$1.00 per share	SYNL	NASDAQ Global Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

On October 23, 2020, Synalloy Corporation, a Delaware corporation (“Synalloy” or the “Company”), and its subsidiaries entered into a Fifth Amendment to Third Amended and Restated Loan Agreement (the “Credit Agreement Amendment”) with Truist Bank, formerly known as Branch Banking and Trust Company (“Truist”). The description of the Credit Agreement Amendment is set forth in Item 2.03 of this report and is incorporated into this Item 1.01 by reference.

On October 26, 2020, the Company and Craig C. Bram (“Bram”) entered into a Confidential Separation and Release Agreement (the “Separation Agreement”). The description of the Separation Agreement is set forth in Item 5.02 of this report and is incorporated into this Item 1.01 by reference.

On October 26, 2020, the Company and Christopher G. Hutter (“Hutter”) entered into an Executive Employment Agreement (the “Employment Agreement”). The description of the Employment Agreement is set forth in Item 5.02 of this report and is incorporated into this Item 1.01 by reference.

The descriptions of the Credit Agreement Amendment, Separation Agreement and Employment Agreements contained in this Current Report on Form 8-K are summaries and are qualified in their entirety by the terms of such agreements, which are filed as Exhibits 99.1, 99.2 and 99.3, respectively, hereto and incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

On October 23, 2020, Synalloy and its subsidiaries, as borrowers, entered into the Credit Agreement Amendment with Truist to amend the definition of the Fixed Charge Coverage Ratio (the “Coverage Definition”). The Coverage Definition was amended to include in the numerator the calculated losses from the suspended operations of Palmer of Texas Tanks, Inc. (“Palmer”) in the amount of \$1,560,000. This amendment to the Coverage Definition is effective for the quarter ended June 30, 2020 and for the directly following three quarters after June 30, 2020. Additionally, the Coverage Definition was amended to include in the numerator the calculated losses from the suspended operations of Palmer in the amount of \$740,000. This amendment to the Coverage Definition is effective for the quarter ended September 30, 2020 and for the directly following three quarters after September 30, 2020. Finally, the Coverage Definition was amended to include in the numerator the extraordinary expenses related to the investigation of a whistleblower complaint in the amount of \$636,000. This amendment to the Coverage Definition is effective for the quarter ended September 30, 2020 and for the directly following three quarters after September 30, 2020. The foregoing summary is qualified in its entirety by reference to the Credit Agreement Amendment, which is filed as Exhibit 99.1 hereto and incorporated herein by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangement of Certain Officers.*Retirement of Craig C. Bram*

On October 26, 2020, Bram, the President and Chief Executive Officer and a director of the Company, notified the Board of Directors of the Company (the “Board”) that he will retire and resign as an officer and director of the Company effective on the earlier of one (1) business day after the Company files its third quarter Quarterly Report on Form 10-Q with the Securities and Exchange Commission (expected to be November 9, 2020), or November 20, 2020. Bram’s retirement decision is not the result of any disagreement with the Company regarding its respective operations, policies or practices.

On October 26, 2020, the Company and Bram entered into the Separation Agreement pursuant to which Bram is entitled to certain separation/severance benefits set forth in the Separation Agreement. Pursuant to the Separation Agreement, Bram is entitled to (i) a lump sum payment of \$703,115 due within seven (7) days of the date of the Separation Agreement, (ii) a lump sum payment of \$312,500 due six (6) months from the date of the Separation Agreement, (iii) immediate vesting of prior equity-based awards in accordance with the Company’s 2011 Long-Term Incentive Stock Option Plan, as amended, and the Company’s Amended and Restated 2015 Stock Awards Plan and related agreements, and (iv) a lump sum payment, less applicable taxes and deductions, of \$60,000 which represents twenty-four (24) months of premiums for a group health plan for Bram and his eligible dependent wife. The Separation Agreement contains confidentiality and mutual non-disparagement covenants, a release of claims by Bram and, subject to certain exceptions, the Company, and Bram’s acknowledgement that Section 9 of his Employment Agreement with the Company dated March 1, 2019 remains binding. The Separation Agreement may be revoked by Bram until November 2, 2020. The Company has engaged Bram on an “as needed/on call basis” not to exceed ten (10) hours per month for up to three (3) months after his retirement to help support the leadership transition and achievement of the Company’s 2020 goals. The foregoing summary is qualified in its entirety by reference to the Separation Agreement, which is filed as Exhibit 99.2 hereto and incorporated herein by reference.

Appointment of Christopher G. Hutter as Interim President and CEO

On October 26, 2020, the Company entered into the Employment Agreement with Hutter, currently a director on the Board, pursuant to which Hutter will serve as interim President and Chief Executive Officer of the Company effective upon Bram's retirement. Hutter will remain a director on the Board. The Company has initiated a search for a permanent President and Chief Executive Officer.

The Employment Agreement may be terminated by either party with or without cause upon ten (10) days prior written notice. Hutter's base salary shall be \$35,569 annually, and he shall be eligible to receive bonus payments at the Board's discretion. Additionally, the Company will make two grants of restricted stock to Hutter as follows: (i) 50,000 shares of restricted stock with two-thirds vesting on the one (1) year anniversary of the effective date of the Employment Agreement and the remaining one-third vesting on the eighteen (18) month anniversary of the effective date of the Employment Agreement; and (ii) 90,000 shares of restricted stock, with 50,000 vesting when, during the term of the Employment Agreement, the thirty (30)-day volume weighted average price ("VWAP") of a Company common share equals eight dollars (\$8) or more, and the remaining 40,000 shares vesting when, during the term of the Employment Agreement, the thirty (30)-day VWAP of a Company common share equals eleven dollars (\$11) or more. Hutter is also entitled to participate in all employee benefit plans of the Company. The Employment Agreement also includes a provision regarding the non-solicitation of Company employees for a period of eighteen (18) months following termination of Hutter's employment for any reason, and a confidentiality provision. The foregoing summary is qualified in its entirety by reference to the Employment Agreement, which is filed as Exhibit 99.3 hereto and incorporated herein by reference.

Hutter, age 41, is the Co-Founder and Manager of UPG Enterprises LLC ("UPG"), a successful high-growth operator of eight premier industrial companies across the metals, manufacturing, distribution and logistics sectors. UPG was founded on the premise that focusing on culture, respect, technology and growth creates a best-in-class organization. Prior to forming UPG, Hutter joined InSite Real Estate in 2008, where he held responsibility for all investment and financial operations as Chief Financial Officer. He received his Bachelor of Science degree in Finance from the University of Illinois Urbana-Champaign and his Master of Business Administration degree in Finance from Lewis University. He volunteers his time to Rebuilding Together, a non-for-profit organization dedicated to providing safe and healthy housing. Hutter has over 19 years of relevant business experience.

A press release announcing Bram's retirement and Hutter's appointment as interim President and Chief Executive Officer is attached as Exhibit 99.4 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
99.1	Fifth Amendment to Third Amended and Restated Loan Agreement between the Company and Truist Bank dated October 23, 2020
99.2	Confidential Separation and Release Agreement between the Company and Craig C. Bram dated October 26, 2020
99.3	Executive Employment Agreement between the Company and Christopher Hutter dated October 26, 2020
99.4	Press Release dated October 27, 2020
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on behalf by the undersigned hereunto duly authorized.

SYNALLOY CORPORATION

By: /s/ Sally M. Cunningham

Sally M. Cunningham

Chief Financial Officer

Dated: October 28, 2020

Fifth Amendment to Third Amended and Restated Loan Agreement

This Fifth Amendment to Third Amended and Restated Loan Agreement (this “*Amendment*”) is made as of October 23, 2020, by and among **Truist Bank f/k/a Branch Banking and Trust Company**, a North Carolina banking corporation (“*Bank*”) and **Synalloy Corporation**, a Delaware corporation, **Synalloy Fabrication, LLC**, a South Carolina limited liability company, **Synalloy Metals, Inc.**, a Tennessee corporation, **Bristol Metals, LLC**, a Tennessee limited liability company, **Manufacturers Soap & Chemical Company**, a Tennessee corporation, **Manufacturers Chemicals, LLC**, a Tennessee limited liability company, **Palmer of Texas Tanks, Inc.**, a Texas corporation, **CRI Tolling, LLC**, a South Carolina limited liability company, **Specialty Pipe & Tube, Inc.**, a Delaware corporation and **American Stainless Tubing, LLC**, a North Carolina limited liability company (sometimes individually a “*Borrower*” and collectively, the “*Borrowers*”) for purposes of amending (without novation, accord nor satisfaction) certain aspects and provisions of the following (all of the following sequentially, cumulatively and collectively, the “*Loan Agreement*”): the Third Amended and Restated Loan Agreement dated as of October 30, 2017, between Borrowers and Bank, together with Schedules DD and EE of the same, as amended by that certain First Amendment to Third Amended and Restated Loan Agreement dated June 29, 2018, as amended by that certain Second Amendment to Third Amended and Restated Loan Agreement dated December 20, 2018, as amended by that certain Third Amendment to Third Amended and Restated Loan Agreement dated July 31, 2020, as amended by that certain Fourth Amendment to Third Amended and Restated Loan Agreement dated August 13, 2020.

Agreement

1. Defined Terms from Loan Agreement

Capitalized terms used in this Amendment without definition retain (except, to the extent applicable, as amended hereby) the meanings respectfully assigned to such terms in the Loan Agreement.

2. Recitals and Loan Agreement Incorporated Herein by Reference

Each and all of opening paragraphs, statements, information and other provisions of this Amendment above constitute an integral part of this Amendment among the parties and are to be considered binding upon the parties. In addition, the statements, recitals, terms, conditions and agreements of and in the Loan Agreement are hereby incorporated herein by this reference thereto as if set forth herein in full.

3. Conditions to Effectiveness of Amendment.

The Amendments set forth in Section 4 hereof shall become effective on the date of or after the date hereof on which the following conditions have been satisfied:

Other Fees: Borrowers shall pay the expenses of the Bank and the expenses and reasonable professional fees and costs of legal counsel to the Bank in connection with the negotiation, preparation and closing of this Amendment and the other documents and instruments being delivered in connection herewith.

Additional Documents: Receipt by Bank of approvals, opinions, or documents as Bank may reasonably request.

Fifth Amendment to Third Amended and Restated Loan Agreement

4. Modifications to Specific Provisions of Loan Agreement

The paragraph entitled “Fixed Charge Coverage Ratio” in Section 5 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

“Fixed Charge Coverage Ratio. Minimum fixed charge coverage ratio of not less than 1.25, with the first test beginning December 31, 2017 and continuing each quarter thereafter all to be tested on a rolling four quarter basis. The fixed charge coverage numerator is defined as the sum of pre-tax net income or pre-tax net loss plus depreciation and amortization plus interest expense plus rent/lease expense plus goodwill impairment expense plus stock option expense, minus dividends; provided that:

(i) for the quarter ending June 30, 2020, and the directly following three quarters after the quarter ending June 30, 2020, the fixed charge coverage numerator shall include the extraordinary costs related to a proxy contest in the amount of \$3,097,613.65 (the “Proxy Contest Expenses”);

(ii) for the quarter ending June 30, 2020, and the directly following three quarters after the quarter ending June 30, 2020, the fixed charge coverage numerator shall include an impairment charge for the goodwill, equipment, and inventory of Palmer of Texas Tanks, Inc. in the amount of the lesser of the actual impairment charge for the goodwill, equipment, and inventory of Palmer of Texas Tanks, Inc. or \$6,000,000.00 (the “Palmer Impairment Charges”);

(iii) for the quarter ending June 30, 2020, and the directly following three quarters after the quarter ending June 30, 2020, the fixed charge coverage numerator shall include losses from the suspended operations of Palmer of Texas Tanks, Inc. (“Palmer Suspended Operations Charges”) in the amount of \$1,560,000.00;

(iv) for the quarter ending September 30, 2020, and the directly following three quarters after the quarter ending September 30, 2020, the fixed charge coverage numerator shall include Palmer Suspended Operations Charges in the amount of \$740,000.00; and

(v) for the quarter ending September 30, 2020, and the directly following three quarters after the quarter ending September 30, 2020, the fixed charge numerator shall include the extraordinary costs related to the investigation of a whistleblower complaint in the amount of \$636,000.00 (the “Investigation Expenses”).

The denominator is defined as the sum of interest expense, plus current maturities of long term debt plus rent/lease expense. Borrowers shall provide such information as Bank may from time to time request for purposes of evaluating and analyzing this Fixed Charge Coverage Ratio Financial Covenant.”

5. Bringdown of Representations and Warranties

Borrowers represent and warrant to Bank the continued accuracy and completeness, as of the date hereof, of all representations made in the Loan Documents taking into account this Amendment constituting one of the Loan Documents.

6. Security

For the avoidance of doubt, all of the obligations of the Borrowers, whether of payment or performance, under the Line of Credit or Term Loan shall be and continue following the effectiveness of this

Fifth Amendment to Third Amended and Restated Loan Agreement

Amendment to be (along with the other obligations referenced therein), secured by and enjoying the benefits of the pledges, collateral and other matters and security set forth in the Loan Documents.

7. Miscellaneous Matters as to Amendment.

This Amendment constitutes an amendment to the Loan Agreement (and, to the extent applicable, all other Loan Documents) and except for the effect of any matters expressly set forth in this Amendment, this Amendment, the Loan Agreement as previously amended, and each of the Loan Documents is, and shall continue to be following the effectiveness of this Amendment, in full force and effect in accordance with the terms thereof, and nothing in this Amendment shall otherwise be deemed to amend or modify any provision of the Loan Agreement, as previously amended, or the other Loan Documents, each of which shall remain in full force and effect except as otherwise expressly provided herein or therein. This Amendment is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction. This Amendment does not affect the release of any collateral, does not disturb the perfection or priority of any existing liens, and does not affect the release of any obligor, guarantor or other party from its obligations. This Amendment shall be construed in accordance with and governed by the laws of the State of South Carolina and the Loan Documents shall bind each Borrowers' heirs, personal representatives, successors and assigns and inure to the benefit of Bank's successors and assigns.

WAIVER OF JURY TRIAL. UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, THE UNDERSIGNED HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS OR CLAIMS ARISING OUT OF THIS AMENDMENT OR ANY OF THE LOAN DOCUMENTS EXECUTED IN CONNECTION HERewith OR OUT OF THE CONDUCT OF THE RELATIONSHIP BETWEEN THE UNDERSIGNED AND BANK. THIS PROVISION IS A MATERIAL INDUCEMENT FOR BANK TO MAKE THE LOAN AND ENTER INTO THIS AMENDMENT. FURTHER, THE UNDERSIGNED HEREBY CERTIFY THAT NO REPRESENTATIVE OR AGENT OF BANK, NOR BANK'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT BANK WOULD NOT SEEK TO ENFORCE THIS WAIVER OR RIGHT TO JURY TRIAL PROVISION. NO REPRESENTATIVE OR AGENT OF BANK, NOR BANK'S COUNSEL, HAS THE AUTHORITY TO WAIVE, CONDITION OR MODIFY THIS PROVISION.

Fifth Amendment to Third Amended and Restated Loan Agreement

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment under seal as of the date first written above.

Witness:

Print Name: _____

**SYNALLOY CORPORATION
SYNALLOY FABRICATION, LLC
SYNALLOY METALS, INC.
BRISTOL METALS, LLC
MANUFACTURERS SOAP & CHEMICAL
COMPANY
MANUFACTURERS CHEMICALS, LLC
PALMER OF TEXAS TANKS, INC.
CRI TOLLING, LLC
SPECIALTY PIPE & TUBE, INC.
AMERICAN STAINLESS TUBING, LLC**

By: _____ (SEAL)
Sally M. Cunningham
Senior Vice President and CFO or Senior Vice President, Finance *of and
on behalf of each of the above-named entities*

Fifth Amendment to Third Amended and Restated Loan Agreement

COMMONWEALTH OF VIRGINIA

COUNTY OF HENRICO

The foregoing instrument was acknowledged before me this ____ day of October, 2020, by Sally M. Cunningham, Senior Vice President and CFO or Senior Vice President, Finance of **Synalloy Corporation**, a Delaware corporation, **Synalloy Fabrication, LLC**, a South Carolina limited liability company, **Synalloy Metals, Inc.**, a Tennessee corporation, **Bristol Metals, LLC**, a Tennessee limited liability company, **Manufacturers Soap & Chemical Company**, a Tennessee corporation, **Manufacturers Chemicals, LLC**, a Tennessee limited liability company, **Palmer of Texas Tanks, Inc.**, a Texas corporation, **CRI Tolling, LLC**, a South Carolina limited liability company, **Specialty Pipe & Tube, Inc.**, a Delaware corporation, and **American Stainless Tubing, LLC**, a North Carolina limited liability company on behalf of each company.

Notary Public, Commonwealth of Virginia

Printed Name: _____

My commission expires: _____

**Fifth Amendment to
Third Amended and Restated Loan Agreement**

TRUIST BANK

Witness:

Print Name: _____

By: _____
Stan W. Parker
Senior Vice President

CONFIDENTIAL SEPARATION AND RELEASE AGREEMENT

This Confidential Separation and Release Agreement (“Agreement”) is made by and between Craig C. Bram (“Employee”) and Synalloy Corporation, a Delaware corporation (the “Company”), individually a “Party”; collectively the “Parties.” This Agreement is made in light of the following circumstances:

RECITALS

WHEREAS, on October 26, 2020, the Company and the Employee mutually agreed that Employee’s employment as the Company’s President and CEO and the President of the Company’s Metals Segment will end the earlier of one (1) business day after the Company files its third quarter Form 10-Q with the Securities and Exchange Commission, or November 20, 2020 (the “Separation from Service Date”), and that Employee will cease to be employed by the Company at such time. Employee will retire and he will provide the Company with a letter of retirement on or before the Separation from Service Date (the “Retirement Date”). The Company will provide Employee with a letter accepting Employee’s retirement in connection with this Agreement and the other agreements reflected herein; and

WHEREAS, on a date mutually agreeable to the Company and Employee (collectively the “Parties”), but no later than the Separation from Service Date, Employee will resign from the Company’s Board of Directors; and

WHEREAS, Employee acknowledges that the consideration provided to him under this Agreement is beyond that to which Employee is entitled by virtue of any Company plan, policy, or practice, or by any prior agreement (whether written or verbal), and is adequate to support the release of claims and waivers of rights provided by Employee under this Agreement; and

WHEREAS, Employee acknowledges that he is bound by the Employment Agreement dated March 1, 2019 (“Employment Agreement”) and that certain provisions of the Employment Agreement and the attachments thereto continue after Employee’s employment with Company ends. Other than ¶9 of the Employment Agreement, the Employment Agreement and the two Letter Agreements are null and void upon execution of this Agreement. The Employment Agreement and two Letter Agreements modifying certain provisions of the Employment Agreement are attached as Exhibit A; and

WHEREAS, the Company and Company Releasees (as defined in ¶3 below) deny any and all liability under any federal, state, or local law, statute, rule, ordinance, or regulation; and

NOW THEREFORE, the Company, without admitting liability, responsibility, or wrongdoing, such being expressly denied by it, and Employee, in consideration of the promises and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

INCORPORATION OF RECITALS AND DEFINITIONS

1. The Parties incorporate the recitals and definitions set forth above as a material part of this Agreement.

CONSIDERATION AND GOOD FAITH

2. In exchange for the terms of this Agreement and pursuant to ¶7 of the Employment Agreement, and subject to Employee signing this Agreement on or before the 21st day following Employee's Retirement Date and not revoking the release of claims (as set forth in ¶3), the Employee shall receive the following consideration ("Release Payment"):

- a. a lump sum payment, less applicable taxes and deductions, of Seven Hundred Three Thousand One Hundred Fifteen and 00/100 Dollars (\$703,115.00). This lump sum payment in ¶2a represents current compensation for calendar year 2020, including bonuses for 2020. The Company will pay the amount in ¶2a seven (7) days after the Effective Date of this Agreement;
- b. a lump sum payment, less applicable taxes and deductions, Three Hundred Twelve Thousand Five Hundred Seven Dollars and 00/100 (\$312,500.00). This lump sum payment amount in ¶2b represents consideration for the release of claims as set forth in ¶3. The Company will pay the amount in ¶2b on the date that is six (6) months from the Effective Date of this Agreement;
- c. all rights with respect to restricted stock and stock options will vest immediately upon Employee's Retirement Date as are set forth in the Synalloy Corporation 2011 Long-Term Incentive Stock Option Plan, as amended (attached hereto as Exhibit B) and the Synalloy Corporation Amended and Restated 2015 Stock Awards Plan (attached hereto as Exhibit C) and related agreements, if any; and
- d. a lump sum payment, less applicable taxes and deductions, of Sixty Thousand Dollars and 00/100 (\$60,000) which represents twenty-four (24) months of premiums for a group health plan for Employee and his eligible dependent wife. This \$60,000 gross amount represents consideration for the release of claims as set forth in ¶3. The Company will pay the amount in ¶2d seven (7) days after the Effective Date of this Agreement.

Employee understands and agrees that neither he nor his dependent wife will be eligible for continuation coverage under any group health plans offered by the Company for more than the maximum coverage period he or his dependent wife are eligible for continuation coverage

(18 months) under Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), and that nothing in this Agreement extends the period of continuation coverage.

Employee will receive information about COBRA health benefit continuation coverage under separate cover.

Notwithstanding any provision of the Employment Agreement, Employee acknowledges the Release Payment constitutes good and valuable consideration in addition to that to which Employee is entitled to from Company. In order to receive the Release Payment, Employee must timely execute this Agreement after the Retirement Date.

Anything in this Agreement to the contrary notwithstanding, all payments made by the Company to the Employee (or his estate or beneficiaries) will be subject to tax withholding pursuant to applicable laws or regulations. Employee will be solely liable and responsible for his portion of the payment of taxes arising as a result of any payment hereunder including without limitation any unexpected or adverse tax consequences based on his failure to pay his portion of the taxes.

RELEASE AND WAIVER

3. Employee and Company both agree to release each other as set forth below:
 - a. Employee’s Release and Waiver of Claims Against the Company. In consideration of the promises made by Company in ¶2 above, Employee and Employee’s agents, representatives, and assigns knowingly, willingly, and voluntarily release and waive all rights, claims, damages (including, but not limited to, back pay, front pay, liquidated damages, compensatory damages, or punitive damages, attorneys’ fees and litigation costs), demands, obligations to date, known or unknown (hereinafter “Rights and Claims”) against Company, and its past and present parents, agents, subsidiaries, affiliates, officers, employees, directors, servants, shareholders, principals, investors, board members, representatives, insurers, reinsurers, predecessors, successors, executors, and administrators, and the successors and assigns of any of them, in their respective capacities as such and as individuals (collectively referred to as “Company Releasees”) and all persons acting by, through, under or in concert with Company, and regarding any aspect of Employee’s employment with Company, the subsequent ending of that employment, and any other events occurring prior to, and including, the Effective Date of this Agreement. These Rights and Claims include, but are not limited to, any claim of retaliation, discrimination, harassment, or wrongful termination, whether such claim is based on age, gender, disability, race, religion, marital status, caregiver status, genetic information, sexual orientation, national origin, veteran status, citizenship status, or any other protected status; any claim for equal pay, breach of contract, wrongful

discharge, tortious interference with contract, breach of implied employment contract, invasion of privacy, negligence, defamation, fraud, or intentional or negligent infliction of emotional distress; any other claim based on a statutory prohibition; any other claim arising out of or related to an expressed or implied employment contract, or out of any other contract affecting terms and conditions of employment; any tort claim and any claim arising under the *qui tam* provisions of the False Claims Act; any claim of infringement of the intellectual property rights of any individual or entity; any claims to attorneys' fees or expenses; and any or all rights or claims under any other federal, state, county, city, or local statutes, ordinances, or regulations, or under common law. Accordingly, the foregoing release of claims includes, but is not limited to, any claims, whether known or unknown, which have been asserted, could have been asserted, or could be asserted under Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act, as amended; the Family and Medical Leave Act; the Age Discrimination in Employment Act of 1967, as amended; the Older Workers Benefit Protection Act; the Equal Pay Act of 1963; Sections 1981 through 1988 of Title 42 of the United States Code; the Civil Rights Act of 1991; Executive Order 11246; the Rehabilitation Act of 1973, as amended; the Vocational Rehabilitation Act of 1973; the National Labor Relations Act; the Labor Management Relations Act; the Worker Adjustment and Retraining Notification Act of 1988; the Employee Retirement Income Security Act of 1974, as amended; the Genetic Information Nondiscrimination Act of 2008; the Fair Credit Reporting Act, the Occupational Safety and Health Act; Whistleblower Protection Statutes, 10 U.S.C. §2409, 12 U.S.C. § 1831j, 31 U.S.C. § 5328, 41 U.S.C. § 4705 (collectively as "WPS"); the False Claims Act; the Sarbanes-Oxley Act; the Virginia Human Rights Act; the Virginia Values Act of 2020; the Virginia Whistleblower Law of 2020; any federal, state or local law regarding the payment of taxes; any and all other federal, state or local laws, rules, regulations, constitutions, ordinances; and any claims at law or at equity of any kind now or hereafter recognized. This Agreement is not an admission by Company or Company Releasees that they have violated any common law, or any federal, state, county, city, or local statute, or acted wrongfully towards Employee in any way.

This release of claims is intended by Employee to be all encompassing and to act as a full and total release of any claims, whether specifically enumerated herein or not, that Employee may have or have had up to Employee's execution of this Agreement. Employee acknowledges and agrees that the release of claims set forth above is a general release intended to be as broad as the law allows. Employee expressly waives and assumes the risk of any and all claims for damages which exist as of the date Employee executes this Agreement, even those Employee does

not know or suspect to exist. Employee further agrees that the acceptance of the payment of the sums specified herein is a complete compromise of all disputed issues of law and fact.

b. Furthermore, Employee acknowledges that:

1. Employee was advised that Employee could consider this Agreement for twenty-one (21) days. Employee acknowledges that if Employee signs this Agreement prior to the expiration of the 21-day consideration period, Employee is voluntarily waiving the right to consider this Agreement for twenty-one (21) days. Employee acknowledges that Employee has been given a reasonable period of time within which to consider this Agreement;
2. Employee has read this entire Agreement and fully understands its terms;
3. Employee was advised to consult with an attorney prior to signing this Agreement and has had the opportunity to review this Agreement with an attorney; and
4. Employee is voluntarily entering into this Agreement.

This Agreement shall not become effective or enforceable until seven (7) days following its execution by Employee (the "Effective Date"). Prior to the expiration of this seven-day period, Employee may revoke assent to the release of Employee's ADEA claim by giving written notice to Terry Jennings, Director, Human Resources at Company.

i. Notwithstanding the prior paragraphs:

1. Nothing in this Agreement shall waive any vested benefit covered by the Employee Retirement Income Security Act (ERISA);
2. Nothing in this Agreement shall waive or release Employee's rights as a former officer, director or employee of the Company to (i) defense, indemnification, and to be held harmless and any similar rights Employee may have as a former officer, director or employee of the Company under the Company's Certificate of Incorporation, Bylaws or other organizational documents, and (ii) continued coverage under existing or future liability insurance coverages, including without limitation all Director & Officer (D&O) liability coverages; and
3. Nothing in this Agreement shall preclude Employee from filing a charge or complaint with the Equal Employment Opportunity

Commission or the equivalent state fair employment agency, or from participating in an investigation, hearing or proceeding conducted by the Equal Employment Opportunity Commission or the equivalent state fair employment agency. The intent of this release is to waive and release Employee's right to recover damages through any such charge, investigation, hearing or proceeding. Employee waives any rights or abilities to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on a claim in which Company or Company Releasees are a party.

- ii. Employee's Representation and Warranty. Employee represents and warrants that he has not committed any of the following: (1) fraud, misappropriation, embezzlement or acts of similar dishonesty; (2) conviction of a crime (other than a minor traffic offense); (3) illegal use of drugs or excessive use of alcohol in the workplace; (4) intentional and willful misconduct that could be likely to subject the Company to criminal or civil liability; (5) breached his duty of loyalty to the Company or diverted or usurped a corporate opportunity properly belonging to the Company; or (6) engaged in persistent and gross neglect of duties while a director, officer, or employee of the Company.
- iii. Company's Representation and Warranty. Company represents and warrants that it is not aware and does not assert that Employee has committed any of the following: (1) fraud, misappropriation, embezzlement or acts of similar dishonesty; (2) conviction of a crime (other than a minor traffic offense); (3) illegal use of drugs or excessive use of alcohol in the workplace; (4) intentional and willful misconduct that could be likely to subject the Company to criminal or civil liability; (5) breached his duty of loyalty to the Company or diverted or usurped a corporate opportunity properly belonging to the Company; or (6) engaged in persistent and gross neglect of duties while a director, officer or employee of the Company.
- iv. Company's Release and Waiver of Employee. In consideration for the representation and warranty in ¶3d, Company knowingly, willing and voluntarily releases and waives all Rights and Claims against Employee and his successors, executors, and administrators, and the successors and assigns of any of them, in their respective capacities as such and as individuals regarding any aspect of Employee's employment with Company, the subsequent ending of that employment, Employee serving as an officer or director of the Company or in any other capacity, and any other events occurring prior to, and including, the Effective Date of this Agreement.

FAIR LABOR STANDARDS ACT REPRESENTATION

4. Employee warrants and represents that as of the Effective Date of this Agreement, he has no claims against the Company or Company Releasees of any type, including those claims set forth above, and including any claims under the Fair Labor Standards Act (wage and hour law), or its state law equivalent, nor does he have any unasserted claims under a qualified employee retirement or other benefit plan. Employee represents that he has been paid all wages owed under all state and federal laws.

MUTUAL COVENANT NOT TO SUE

5. In exchange for the consideration set forth in ¶2, above, the Parties expressly agree never to institute any suit, complaint, proceeding, grievance, or action of any kind at law or in equity, including suits for declaratory relief, or otherwise in any court of the United States, state, or municipality against the other (Company, Company Releasees and Employee), for any of the claims described in ¶3 and ¶4, above. Nothing in this ¶5 shall be deemed to waive Employee's right to file a charge of discrimination with the Equal Employment Opportunity Commission, although Employee acknowledges that Employee has waived the ability to benefit financially from any such charge. Employee further expressly agrees that the covenant not to sue contained in this ¶5 is a material term of the Parties' agreement as set forth in this Agreement or enforce other vested or contractual rights not released hereinabove. If either Party sues regarding any matter subject to the release included in this Agreement, that Party agrees to indemnify and hold the other Party (Company, Company Releasees and/or Employee) harmless for any damages or costs, including reasonable attorneys' fees and costs, incurred as a result by the Party sued.

FUTURE ASSISTANCE

6. Following the Retirement Date, Employee agrees to provide Company and/or any of its authorized agents or attorneys his reasonable cooperation and assistance in connection with any and all questions, facts or events occurring during Employee's employment for up to ten (10) hours a month on an "as needed/on call basis" for up to three (3) months from the Retirement Date. The Employee will make himself available in connection with any claims, disputes, negotiations, investigations, lawsuits, or administrative proceedings involving Company, upon Company's request and without the necessity of subpoena, to provide information or documents, provide truthful declarations or information to Company, meet with attorneys or other representatives of Company, prepare for and give depositions or testimony, and/or otherwise cooperate in the investigation, defense or prosecution of any or all such matters. Company agrees to reimburse Employee for reasonable out-of-pocket expenses incurred by Employee in providing the services described in this Paragraph 6.

MUTUAL NON-DISPARAGEMENT

7. Employee understands and agrees that he will make no statements that are false, or derogatory or could be construed as being false or derogatory about the Company or Company Releasees, generally or specifically. The Company agrees not to make any statements that are false or derogatory or could be construed as being false, misleading, or derogatory about the Employee, generally or specifically. Provided, however, nothing contained herein shall be construed to prevent either Party (Employee, the Company, or its senior management staff) from sharing information at the request of any government agency. Employer may additionally share information about Employee, for legitimate business purposes only, with board members, employees, officers, and agents of the Company who need to know with the admonishment that the matter is confidential. In the event that either Party receive a request for information from a government agency, or receives a subpoena seeking information regarding the other Party, that Party agrees to notify the other Party electronically within forty-eight (48) hours of the request/receipt at the contacts listed for notification herein.

MUTUAL CONFIDENTIALITY OF THIS AGREEMENT

8. The Parties agree that, except for legitimate business reasons, the terms, amount and underlying facts reflected in this Agreement shall be held strictly confidential by each. Each Party further agrees that he will not describe, characterize or disclose any such information, directly or indirectly, orally or in writing to anyone not a party to this Agreement, except to the extent necessary to enforce this Agreement or to the extent required by law. Notwithstanding the foregoing, Employee may disclose this Agreement and the terms thereof to his spouse, heirs, accountants, attorneys, lenders and potential lenders or income tax preparers or any governmental taxing authority and Company may share this Agreement with the senior management staff, the Board of Directors, and the Company's advisors, employees, officers, and agents of the Company for a legitimate business purposes only or any government agencies who need to know. If there is disclosure of any information as allowed under this paragraph, each Party agrees to instruct the recipient that such information must be kept confidential. . The Parties agree that Confidentiality is a material terms of this Agreement and that a failure to abide by these confidentiality obligations will constitute a breach of this Agreement.

CONFIDENTIAL INFORMATION

9. Employee agrees that the Company maintains Confidential Information in electronic or other means, and it is a material breach of this Agreement for Employee to disclose such information.

- a. Definition. For purposes of this Agreement, "Confidential Information" means any information of the Company (whether maintained in electronic or other format) that has or will have actual or potential economic value to the business of the Company or which, if misused or disclosed, would have a reasonable likelihood of adversely affecting the business of the Company. Confidential Information includes any information, whether

or not meeting the legal definition of a trade secret, about the Company' actual, planned or contemplated business, work or activities including, but not limited to: (i) marketing plans, business plans, strategies, forecasts, budgets, projections, and costs; (ii) personnel information; (iii) customer, vendor, and supplier lists; (iv) customer, vendor, and supplier needs, transaction histories, contacts, volumes, characteristics, agreements, and prices; (v) promotions, operations, sales, marketing, and research and development; (vi) business operations, internal structures, and financial affairs; (vii) software and operating systems and procedures; (viii) pricing structure of Company's services and products; (ix) proposed services and products; (x) contracts with other entities or people; (xi) performance characteristics of the Company's products and services; and (xii) Intellectual Property. Confidential Information also includes any information of the Company's clients and customers deemed confidential by such clients and customers (whether past, present or potential), including, but not limited to: marketing tools, inventions, processes, contact lists, materials, software program code, logic diagrams, flow charts, and service requests. Confidential Information also includes any definition in the Employment Agreement. The definition of Confidential Information does not include information that otherwise is generally known to the public or any information properly obtained from an independent source.

- b. Non-Disclosure. Employee agrees that he received the Company's Confidential Information while working with the Company and he did not disclose the Company's Confidential Information during his tenure as an employee other than to persons to whom disclosure was required or appropriate in performance of Employee's duties as an employee, officer or director of the Company or as required by law. Employee agrees that he will retain none of the Company's Confidential Information now that his employment has ended. Employee agrees that for a period of ten (10) years after the Effective Date of this Agreement he will disclose none of the Company's Confidential Information to any new employer or any entity or individual which employee knows, or in the exercise of his reasonable judgement should know, the disclosure of which would be damaging to or adverse to the interests of the Company. Employee agrees to return the Company's Confidential Information in his possession to the Company within two (2) days of his termination of employment.
- c. Confidential Information Certification. Employee agrees to complete the Termination Certification attached as Exhibit D. The Parties agree and acknowledge that the Termination Certification is incorporated as a material provision of this Agreement.

- d. Defend Trade Secrets Act Notice. Notwithstanding any other provisions of this Agreement, Employee understands that he may be entitled to immunity and protection from retaliation under the Defend Trade Secrets Act of 2016 (“DTSA”) for disclosing a trade secret under certain limited circumstances. Specifically, under the Defend Trade Secrets Act of 2016, Employee understands that an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret that: (i) is made (a) in confidence to a federal, state, or local government official or to an attorney; and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed under seal in a lawsuit or other proceeding. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer’s trade secrets to the attorney and use the trade secret information in the court proceeding if the individual: (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

RETURN OF COMPANY PROPERTY

10. Employee understands and agrees that on or before his last day of employment he will return all Company property. The return of the Company’s materials and property include, but are not limited to, all Confidential Information (See ¶9 above and the Employment Agreement), files, records, manuals, computer equipment, computer software, pagers, cellular phones, computers, tablet, projector, camera and accessories, credit card, building fob, and office keys, any other equipment and documents, and all other assets and property that Employee received from the Company and/or that Employee used in the course of his employment with the Company and that are the property of the Company. By signing and returning this Agreement, Employee represents that he will return to the Company all assets as set forth in this paragraph any other records of any kind, and any copies (either written or electronic) thereof, made or compiled in whole or in part by Employee, or provided to Employee, during Employee’s employment with the Company at the time of separation of employment based on the terms and conditions of this Agreement. At a time convenient for the Company, the Employee will be provided access to the Company’s offices to retrieve personal property of the Employee only. By signing and returning this Agreement, Employee represents that he has returned to the Company materials and property described in this paragraph by the Retirement Date.

REMEDIES FOR BREACH OF AGREEMENT

11. If either Party should be determined to have breached any portion of this Agreement, the other Party may seek all proximate damages under this Agreement. If a Party claims that the other Party has violated this Agreement, all provisions of the Agreement shall remain valid and binding upon all Parties. Employee and Company agree this Agreement may be used as evidence in a subsequent proceeding in which Company or Employee allege a breach

of this Agreement. If any action at law or in equity is brought to enforce or interpret this Agreement or any other agreement or instrument provided for herein, the prevailing Party in such action may recover as an element of such Party's costs of suit, and not as damages, reasonable attorneys' fees and costs to be fixed by the court. The term "prevailing Party" means that Party, as plaintiff has not received the relief sought, or as defendant, has not been held to be responsible for the relief sought. Additionally, the non-prevailing Party must pay the prevailing Party on the claims the non-prevailing Party lost. In other words, if one Party asserts three claims and wins on one claim and loses on two claims, the non-prevailing Party that lost on two claims will pay the fees and costs associated with the one claim on a pro rata basis. The pro rata basis will be determined by dividing the total amount of fees and costs by the number of claims the prevailing Party won against the non-prevailing Party.

COMPLIANCE WITH LAWS AND REGULATIONS

12. Employee represents and warrants he does not know of any inappropriate, illegal or unethical conduct by the Company, its officers and employees as it relates to compliance with local, state or federal law. Employee and the Company agree this Agreement may be used as evidence in any subsequent investigation, audit, or proceeding to prove that Employee provided representations and warranties that the Company complied with local, state and federal law during his tenure as an employee. Although nothing herein shall be deemed a waiver of any right to make any report deemed appropriate to any state or federal governmental authority, this Agreement expressly contemplates waiver of any right to seek or accept any compensation or other financial or monetary gain that might result from making any such report.

ENTIRE AGREEMENT, GOVERNING LAW, AND SEVERABILITY

13. Employee expressly agrees that other than the Employment Agreement and the two Letter Agreements attached as Exhibit A, there are no other agreements between Employee and the Company. This Agreement may be amended, modified or changed only by an agreement in writing signed by all Parties thereto.

14. This Agreement is deemed to be made in the Commonwealth of Virginia, and Employee agrees that any question or controversy regarding the formation, construction, interpretation, validity and enforcement of the Agreement, and the rights or obligations of the Parties, shall be resolved only by lawfully instituted proceedings in the Henrico County Circuit Court, Henrico, Virginia, or the United States District Court for the Eastern District of Virginia, and that the laws of the Commonwealth of Virginia, exclusive of its conflicts of law rules, will govern resolution of any such question or controversy.

15. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Employee agrees this paragraph shall

not operate to sever his obligation to provide a full and binding release of claims to the Company from his entitlement to the consideration set forth above.

16. Employee understands these terms, is satisfied with them, and knowingly, freely and voluntarily agrees to them, without reliance on any representations by the Company.

17. Employee agrees to cooperate with Company with any dispute, claim or investigation made by, against or involving the Company that relates to Employee's period of employment. Additionally, Employee agrees to cooperate with Company in the orderly transition of various job duties, including providing passwords for access to various computer systems and/or databases or other documents.

NO PENDING CLAIMS

18. Employee represents and warrants the Employee has not made any claims or allegations related to sexual harassment, sexual assault, or sexual abuse. Employee represents and warrants that Employee has not filed or otherwise pursued any other charges, complaints, or claims of any nature which are in any way pending against Company and/or Company Releasees with any other local, state, or federal governmental agency or court with respect to any matter covered by this Agreement or related to Employee's employment with Company in any way. The Parties represent and warrant that neither has reported any improper, unethical, or illegal conduct or activities about the other to any supervisor, manager, department head, human resources representative, agent or other representative of Company, to any member of Company's legal or compliance departments, or to the ethics hotline, or to any local, state, or federal governmental agency or investigative entity, and has no knowledge of any such improper, unethical, or illegal conduct or activities. If any governmental agency or court assumes jurisdiction of any charge, complaint, cause of action, or claim covered by this Agreement against Company and/or Company Releasees, on behalf of or related to Employee, Employee will withdraw from and/or dismiss the matter with prejudice. Each Party acknowledges and agrees that neither Employee nor Company have been subpoenaed by any governmental agency or court to testify against the other (Employee, Company and/or Company Releasees) at the time of each Party's execution of this Agreement. Each Party also acknowledges and agrees that it/he has not been contacted by any governmental agency or court to discuss possibly testifying against Employee, Company and/or Company Releasees at the time of the execution of this Agreement. The Parties understand that this ¶18 is a material term of this Agreement as well as a condition of payment of the Release Payment.

EMPLOYMENT AGREEMENT ACKNOWLEDGEMENT

19. Employee acknowledges that ¶9 of the Employment Agreement dated March 1, 2019 continues after Employee's employment with Company ends. Specifically, ¶9 of the Employment Agreement contains a number of restrictive covenants such as a non-competition [¶9(a)], non-solicitation [¶9(b)], and non-disclosure [¶9(c)] provisions.

NOTIFICATIONS

20. All notifications to Employee shall be by electronic and regular mail as follows:

Employee: Craig C. Bram

Company: Terry Jennings
Synalloy Corporation
4510 Cox Road, Suite 201
Glen Allen, VA 23060
tjennings@synalloy.com

**RIGHT TO LEGAL COUNSEL, REASONABLE
TIME TO CONSIDER THIS AGREEMENT AND
AGE DISCRIMINATION RELEASE NOTIFICATION**

21. Employee is advised, in writing, to consult with an attorney before signing this Agreement and returning it to Company. Employee acknowledges that he has been given a reasonable period of time (21 days) within which to consider this Agreement.

22. This Agreement includes a release of all of Employee's claims under the ADEA. Employee acknowledges that pursuant to his release of his age discrimination claims, he will not be waiving any rights or claims that may arise after the date he executes this Agreement. In addition, Employee acknowledges that he is receiving consideration under this Agreement which exceeds anything of value to which the Employee is already entitled from Company.

23. Until Employee signs this Agreement and returns it to Company, Employee will not receive the Release Payment in ¶2. Additionally, until the revocation time period lapses in ¶3, Employee will not receive the Release Payment in ¶2. If Employee chooses not to execute this Agreement, Employee will receive no part of the consideration set forth in ¶2, and this Agreement will be null and void.

SECTION 409A

24. It is intended that the payments provided under this Agreement shall either be exempt from the application of, or comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations and guidance thereunder ("Section 409A"), and shall be construed and administered in a manner that effects such intent. In the event that any provision of this Agreement fails to be exempt from, or to satisfy, the provisions of Section 409A of the Code, then such provision shall be reformed so as to comply with Section 409A of the Code and to preserve as closely as possible the intention of the Parties to provide the mutual rights and obligations under this Agreement, to the extent practicable; provided that, in the event it is determined not to be feasible to so reform a provision of this Agreement as it applies to

a payment or benefit due to Employee or his beneficiary(ies), such payment shall be made without complying with Section 409A of the Code. Notwithstanding the foregoing, the Company shall not be required to assume any increased economic burden in connection therewith.

25. **Separation from Service**. Notwithstanding anything in this Agreement to the contrary, any compensation payable under this Agreement that is considered nonqualified deferred compensation under Section 409A payable upon Employee's termination of employment shall be payable only upon Employee's "separation from service" with the Company within the meaning of Section 409A(a)(2)(A)(i) (a "Separation from Service").

26. **Specified Employee**. Notwithstanding anything in this Agreement to the contrary, if Employee is deemed by the Company at the time of Employee's Separation from Service to be a "specified employee" for purposes of Section 409A(a)(2)(B) (i), to the extent delayed commencement of any portion of the payments to which Employee is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A, such portion of Employee's payments shall not be made (without interest) to Employee prior to the earlier of (i) the expiration of the six-month period measured from the date of Employee's Separation from Service with the Company or (ii) the date of Employee's death. Upon the end of the first payroll period during which the expiration of the applicable Section 409A period occurs, all payments deferred pursuant to the preceding sentence shall be paid in a lump sum to Employee (or Employee's estate or beneficiaries), and any remaining payments due to Employee under this Agreement shall be paid as otherwise provided herein.

27. **Expense Reimbursements**. To the extent that any payments under this Agreement are reimbursements subject to Section 409A, any such reimbursements payable to Employee shall be paid to Employee no later than December 31 of the year following the year in which the expense was incurred; provided, that Employee submits Employee's reimbursement request promptly following the date the expense is incurred, the amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year, other than medical expenses referred to in Section 105(b) of the Code, and Employee's right to reimbursement under this Agreement will not be subject to liquidation or exchange for another benefit.

28. **Installments**. Employee's right to receive any installment payments under this Agreement shall be treated as a right to receive a series of separate payments and, accordingly, each such installment payment shall at all times be considered a separate and distinct payment as permitted under Section 409A. Except as otherwise permitted under Section 409A, no payment hereunder shall be accelerated or deferred unless such acceleration or deferral would not result in additional tax or interest pursuant to Section 409A.

SECTION 280G

29. Company hereby affirms that the payments under this Agreement, or under any other agreements with Employee or plan of the Company are not made in contemplation of a

Change in Control as that term is defined in the Code. Company further represents that the payments under this Agreement constitute reasonable compensation for services rendered and for the release of claims as recited in this Agreement.

EMPLOYEE ACKNOWLEDGES AND AGREES THAT HE HAS READ AND FULLY UNDERSTANDS THE MEANING AND INTENT OF ALL OF THE PROVISIONS AND TERMS OF THIS AGREEMENT, INCLUDING THE FINAL BINDING EFFECT OF THIS WAIVER AND RELEASE OF RIGHTS UNDER THIS AGREEMENT.

THEREFORE, because Employee and Company both intend to be legally bound, they execute this Agreement on the dates stated below. The Parties' facsimile signatures shall be sufficient evidence of consent to be bound under the Agreement. The Parties agree to provide original signatures to the other as soon as practical.

[Signatures Appear on the Following Page.]

IN WITNESS WHEREOF, the Parties intending to be legally bound have executed this Agreement.

Craig C. Bram

Craig C. Bram

Date: October 26, 2020

Synalloy Corporation

By: _____
Henry L. Guy
Chairman of the Board

Date: October 26, 2020

[The rest of this page is left intentionally blank.]

EXHIBIT A
EMPLOYMENT AGREEMENT

(See Attached)

EXHIBIT B
LONG TERM INCENTIVE STOCK OPTION PLAN
(See Attached)

EXHIBIT C
STOCK AWARD PLAN
(See Attached)

EXHIBIT D

CERTIFICATION

I, Craig C. Bram, certify that, to the best of my knowledge and belief, having conducted a good faith search of all premises under my custody or control, I do not have in my possession (this includes in electronic or paper form and any computer, tablet, cell phone or any storage device such as an external hard drive, thumb drive, flash drive or any cloud storage vendors such as a Google Drive, Drop Box, etc.) any trade secrets or confidential and other proprietary information defined as “Confidential Information” in ¶9 of the Confidential Separation and Release Agreement dated October 26, 2020 between me and Synalloy Corporation (the “Company”). To the best of my knowledge, having conducted a substantial search of any premises under my possession, custody, or control, I am not in possession of any physical property or physical documents of the Company (irrespective of whether they might be considered Confidential Information), other than personnel documents relating to my employment with the Company, such as IRS Form W-2s, paystubs, benefits information, etc. Finally, to the best of my knowledge, I returned all electronic and paper copies of any Confidential Information and other property of the Company that were in my possession and control.

1. I further certify that in the unlikely event I discover or become aware of any such Confidential Information of the Company or other property of the Company in my possession, custody, or control, I will contact the Company to seek guidance on whether the Company wants me to deliver the Confidential Information in my possession or to destroy or delete such Confidential Information immediately. I agree that I will not to copy or disseminate such Confidential Information to any new employer or any entity or individual which I know, or in the exercise of my reasonable judgement should know, the disclosure of which would be damaging to or adverse to the interests of the Company. I further certify that I have not shared or used the Company’s Confidential Information other than to persons to whom disclosure was required or appropriate in performance of my duties as an employee, officer or director of the Company or as required by law.

2. I further certify that if I am being untruthful with regarding to anything in this Certification, I will consent to an *ex parte* injunction being entered against me by a court of competent jurisdiction to prevent me from using the Company’s Confidential Information.

I certify that to the best of my knowledge, the above is true and correct, under the penalties of perjury of the Commonwealth of Virginia.

This 26th day of October, 2020.

Craig C. Bram

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into as of October 26, 2020 (the “Effective Date”) by and between Synalloy Corporation, a Delaware corporation (“Company”), and Christopher Hutter, an individual (the “Executive”).

WHEREAS, Company desires to employ Executive from and after the Effective Date in the position of its interim President and Chief Executive Officer, and Executive desires to perform services for, and to be employed by, Company in such capacity, all on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth in this Agreement, Company and Executive agree as follows:

1. **Definitions.** For purposes of this Agreement, capitalized terms used herein shall have the meaning specified below if not otherwise defined herein.

- (a) **Base Salary** is defined in paragraph 3(a).
- (b) **Board** means the Board of Directors of Company.
- (c) **Change in Control** means (i) one person (or more than one person acting as a group) acquires ownership of stock of the Company that, together with the stock held by such person or group, constitutes more than fifty percent (50%) of the total fair market value or total voting power of the stock of the Company; *provided, that*, a Change in Control shall not occur if any person (or more than one person acting as a group) owns more than fifty percent (50%) of the total fair market value or total voting power of the Company's stock and acquires additional stock; (ii) one person (or more than one person acting as a group) acquires (or has acquired during the twelve-month period ending on the date of the most recent acquisition) ownership of the Company's stock possessing fifty percent (50%) or more of the total voting power of the stock of such corporation; (iii) a majority of the members of the Board are replaced during any twelve-month period by directors whose appointment or election is not endorsed by a majority of the Board before the date of appointment or election; or (iv) one person (or more than one person acting as a group) acquires (or has acquired during the twelve-month period ending on the date of the most recent acquisition) assets from the Company that have a total gross fair market value equal to or more than fifty percent (50%) of the total gross fair market value of all of the assets of the Company immediately before such acquisition(s).
- (d) **Code** means the Internal Revenue Code of 1986, as amended.

- (e) **Company** means Synalloy Corporation, a Delaware corporation, or any successor thereto.
- (f) **Compensation Committee** means the Compensation Committee of the Board.
- (g) **Disability** means Executive's permanent inability to perform the essential duties, responsibilities and functions of Executive's position with the Company as a result of any mental or physical disability or incapacity even with reasonable accommodations of such disability or incapacity provided by the Company, or if providing such accommodations would impose an undue hardship. Executive shall cooperate in all respects with the Company if a reasonable question arises as to whether Executive may be terminated due to Disability (including, without limitation, submitting to reasonable examinations by one or more medical doctors and other health care specialists selected by the Company and authorizing such medical doctors and other health care specialists to discuss Executive's condition with the Company).
- (h) **Effective Date** is defined in the preamble to this Agreement.
- (i) **Employment Law** is defined in Section 6.
- (j) **Equity Award(s)** is defined in paragraph 3(c).
- (k) **[Reserved]**
- (l) **Executive** is defined in the preamble to this Agreement.
- (m) **JAMS** means Judicial Arbitration and Mediation Services, Inc.
- (n) **Party** means Company and Executive, referred to jointly as the "Parties".
- (o) **[Reserved]**
- (p) **[Reserved]**
- (q) **[Reserved]**
- (r) **[Reserved]**
- (s) **Term** is defined in paragraph 2(a).
- (t) **Termination Date** is defined in Section 2(a).
- (u) **[Reserved]**

2. **Term and Performance of Duties.**

i. **Term.** Company hereby agrees to employ Executive as its President and Chief Executive Officer, and Executive accepts such employment and agrees to perform services for, Company and its affiliates for the “Term” which shall be the period beginning one (1) business day after the Company files its third quarter Form 10-Q with the Securities and Exchange Commission, or November 20, 2020, whichever is the earliest to occur, and expiring on the date this Agreement is terminated in accordance with Section 4 of this Agreement (the “Termination Date”).

ii. **Performance of Duties.** During the Term, while Executive is employed by Company, Executive agrees that he shall devote substantial time, efforts and abilities to promote the interests of Company and its affiliates and to perform faithfully and efficiently the services typically incident to those of a President and Chief Executive Officer of corporations of the size, type and nature of the Company and as may from time to time be reasonably directed by the Board. Executive’s duties may include providing services for both Company and its affiliates, as reasonably determined by the Board; provided, that Executive shall not, without his consent, be assigned tasks that would be inconsistent with those of Company’s President and Chief Executive Officer. Executive shall have such authority and power as are inherent to the undertakings applicable to his positions and necessary to carry out his responsibilities and the duties required of him hereunder. Notwithstanding the foregoing, during the Term, Executive may devote substantial time to activities other than those required under this Agreement, including owning, operating, serving or engaging in the businesses set forth on Exhibit A, the supervision of Executive’s personal investments, and activities involving professional, charitable, educational, religious and similar types of organizations, speaking engagements, membership on the boards of directors of other organizations, and similar type activities, to the extent that such other activities do not materially inhibit or prohibit the performance of Executive’s duties under this Agreement.

iii. **Board Service.** During the Term, Executive shall continue to serve on the Board, and may serve on the boards of directors of Company’s subsidiaries, in each case without additional compensation. Upon Executive’s Termination Date, Executive will retain his seat on the Board.

3. **Compensation.** Subject to the terms of this Agreement, during the Term, while Executive is employed by Company, Company shall compensate him for his services as follows:

iv. **Base Salary.** During the Term while he is employed by Company, Company shall pay to Executive as compensation for services to be rendered hereunder a base salary (“Base Salary”) of \$35,568 per year to be paid in accordance with the Company’s regular payroll practices, less applicable deductions. Should Executive’s employment end at any time during the year, he will be paid a pro rata share of the annual salary based on the number of weeks he worked during the year at the rate of \$684 a week.

v. **Bonuses.** Executive shall be eligible to receive bonuses at the discretion of the Board.

vi. **Equity Compensation.** The Compensation Committee shall grant Executive an equity award (the “Equity Award”) in accordance with Appendices One and Two, which are attached hereto. Without limiting discretionary awards by the Board and/or Compensation Committee, Executive shall not be entitled to any grants of equity awards under the Equity Plan (or otherwise) during the Term except as provided in this paragraph 3(c). In the event the Company shareholders do not authorize issuing this Equity Award under the Synalloy Corporation 2015 Stock Awards Plan, the Equity Award shall be replaced with an economically equivalent cash award, which shall be subject to the same terms and conditions applicable to the Equity Award, as set forth in Appendices One and Two.

vii. **Benefits and Perquisites.** Executive shall be eligible to participate in employee benefit plans, programs and arrangements, to the extent and on substantially the same terms as those benefits are provided by Company from time to time to Company’s similarly-situated executive employees, including vacation programs, fringe benefit programs, retirement plans, and welfare plans, subject in all cases to the eligibility requirements thereof. Without limiting the generality of the foregoing, Executive shall be entitled to five (5) weeks of vacation for each calendar year during the Term (pro-rated for any partial year).

viii. **Expense Reimbursements.** Company shall pay or reimburse Executive for all reasonable business expenses actually incurred or paid by Executive during the Term in the performance of Executive’s duties and responsibilities under this Agreement, subject to and in accordance with Company’s applicable expense reimbursement policies as in effect from time to time.

4. **Termination and Payments on Termination.** Company or Executive may terminate the Term and Executive’s employment with Company and its affiliates at any time for any reason or no reason without any breach of this Agreement. Any such termination (other than termination on account of Executive’s death) shall be effected through a ten (10) business day written notice from the terminating Party to the other Party. In the event the Termination Date occurs for any reason or no reason, whether by Company or Executive, Executive shall be entitled to payment of (i) any earned and unpaid Base Salary as of the Termination Date and, if required by applicable law or the Company’s applicable policy, any accrued but unused paid time off through the Termination Date, (ii) any other earned but unpaid amounts due as of Termination Date, including, but not limited to, any unpaid, earned bonus pursuant to Section 3(b) for any prior calendar year, (iii) any unreimbursed business expenses incurred by the Executive on or before the Termination Date, and (iv) any benefits or payments available under any employee benefit plan (in accordance with its written terms), and shall not be entitled to any additional compensation, provided that, any equity award, including the Equity Award, shall be governed by the terms of this Agreement and any subsequent equity award agreement. Except as required by law, amounts payable under this Section 4 shall be paid in accordance with Company’s regular payroll practices.

5. **Assignment.** This Agreement is personal to Executive and shall not be assignable by Executive. This Agreement may be assigned by Company to a successor-in interest to all or substantially all of the business operations of Company or any of its affiliates.

6. **Disputes.** Except as set forth in this Section 6, any dispute, claim or difference arising between the Parties including any dispute, claim or difference arising out of this Agreement, shall be settled exclusively by binding arbitration in accordance with the rules of the JAMS. The arbitration shall be held Richmond, Virginia unless the Parties mutually agree otherwise. Nothing contained in this Section 6 shall be construed to limit or preclude a Party from bringing any action in any court of competent jurisdiction for injunctive or other provisional relief to compel another party to comply with its obligations under this Agreement or any other agreement between or among the Parties during the pendency of the arbitration proceedings. Each Party shall bear its own costs and fees of the arbitration, and the fees and expenses of the arbitrator shall be borne equally by the Parties, provided, however, if the arbitrator determines that any Party has acted in bad faith, the arbitrator shall have the discretion to require any one or more of the Parties to bear all or any portion of fees and expenses of the Parties and/or the fees and expenses of the arbitrator; provided, further that, with respect to claims that, but for this mandatory arbitration clause, could be brought against Company under any applicable federal or state labor or employment law (“Employment Law”), the arbitrator shall be granted and shall be required to exercise all discretion belonging to a court of competent jurisdiction under such Employment Law to decide the dispute, whether such discretion relates to the provision of discovery, the award of any remedies or penalties, or otherwise and provided further that Company may be required to pay filing or administrative fees in the event that requiring Executive to pay such fees would render this Section 6 unenforceable under applicable law. As to claims not relating to Employment Laws, the arbitrator shall have the authority to award any remedy or relief that a Court of the Commonwealth of Virginia could order or grant. The decision and award of the arbitrator shall be in writing and copies thereof shall be delivered to each Party. The decision and award of the arbitrator shall be binding on all Parties. In rendering such decision and award, the arbitrator shall not add to, subtract from or otherwise modify the provisions of this Agreement. Either Party to the arbitration may seek to have the award of the arbitrator entered in any court having jurisdiction thereof. All aspects of the arbitration shall be considered confidential and shall not be disseminated by any Party with the exception of the ability and opportunity to prosecute its claim or assert its defense to any such claim. The arbitrator shall, upon request of either Party, issue all prescriptive orders as may be required to enforce and maintain this covenant of confidentiality during the course of the arbitration and after the conclusion of same so that the result and underlying data, information, materials and other evidence are forever withheld from public dissemination with the exception of its subpoena by a court of competent jurisdiction in an unrelated proceeding brought by a third party.

7. **Indemnification.** If Executive (or his heirs, executors or administrators) is made a party or is threatened to be made a party to, or is involved in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that Executive is or was a director, officer, or employee of Company or is or was serving at the request of Company as a director, officer, or employee of another corporation, partnership, joint venture, trust or other enterprise, Executive (and his heirs, executors or administrators) shall be indemnified and held harmless by Company to the fullest extent permitted by Delaware Law. To the fullest extent authorized by Delaware Law, the right to indemnification conferred in this Section 7 shall also include the right to be paid by Company the

expenses incurred in connection with any such proceeding in advance of its final disposition (including without limitation, reasonable legal fees and related costs) upon delivery to Company of an undertaking by or on behalf of Executive to repay such amount if it shall ultimately be determined that Executive is not entitled to be indemnified. To the extent that Company maintains directors' and officers' or other third-party liability insurance, Executive shall be covered on a basis no less favorable than then-current executives and directors of the Company are so covered. Without limitation, Company's obligations under this Section 7 shall survive the termination or expiration of this Agreement for any reason.

8. **Miscellaneous.**

ix. **Notices.** Notices and all other communications provided for in this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or sent by facsimile or prepaid overnight courier to the parties at the addresses set forth below (or such other addresses as shall be specified by the parties by like notice). Communications that are to be delivered by the U.S. mail or by overnight service are to be delivered to the addresses set forth below:

to Company:

Terry Jennings
Synalloy Corporation
4510 Cox Road, Suite 201
Glen Allen, VA 23060

With a copy to: Synalloy Corporation, General Counsel

or to Executive, to Executive's home address as reflected in Company's records.

Each party, by notice furnished to the other party, may modify the applicable delivery address, except that notice of change of address shall be effective only upon receipt.

x. **Modification, Waivers.** This Agreement may be modified or amended only by a writing signed by an authorized representative of Company and Executive. This Agreement may only be waived in writing by the Party that may seek enforcement of a particular provision. No party's failure, or delay in exercising any right, or partial exercise of any right, shall waive any provision of this Agreement or preclude the waiving Party from otherwise or further exercising any rights or remedies hereunder, or any other rights or remedies granted by any law or any related document.

xi. **Governing Law and Choice of Forum.** The construction, validity, and enforceability of this Agreement shall be governed and interpreted by the laws of the Commonwealth of Virginia without regard to conflicts of law principles. Each Party agrees to submit to the jurisdiction of the courts of the Commonwealth of Virginia, and that venue for any action arising out of this Agreement or the Parties' performance hereunder shall be in the federal or state courts of Virginia.

xiii. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Company, Executive, and Executive's personal representatives, beneficiaries, heirs, and successors. Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that Company would be required to perform it if no such succession has taken place.

xiii. **Severability.** To the extent any provision of this Agreement shall be invalid or enforceable with respect to any Party, it shall be considered deleted herefrom with respect to the Parties and the remainder of such provision and this Agreement shall be unaffected and shall continue in full force and effect. In furtherance to and not in limitation of the foregoing, should the duration or geographical extent of, or business activities covered by, any provision of this Agreement be in excess of that which is valid and enforceable under applicable law with respect to Executive, then such provision shall be construed to cover only that duration, extent or activities which are validly and enforceably covered with respect to Executive. Executive acknowledges the uncertainty of the law in this respect and expressly stipulates that this Agreement be given the construction which renders its provisions valid and enforceable to the maximum extent (not exceeding its expressed terms) possible under applicable laws.

xiv. **No Violation.** Each Party represents and warrants to the other Party that the execution and delivery of this Agreement by such Party, and the carrying out of such Party's duties on behalf of such Party as contemplated hereby, do not violate or conflict with the terms of any other agreements to which such Party is or was a party.

xv. **Independent Review and Advice.** Executive represents and warrants that Executive has carefully read this Agreement; that Executive executes this Agreement with full knowledge of the contents of this Agreement, the legal consequences thereof, and any and all rights which each party may have with respect to each other; that Executive has had the opportunity to receive independent legal advice with respect to the matters set forth in this Agreement and with respect to the rights and asserted rights arising out of such matters, and that Executive is entering into this Agreement of Executive's own free will. Executive expressly agrees that there are no expectations contrary to the Agreement and no usage of trade or regular practice in the industry shall be used to modify the Agreement. Company will pay or reimburse Executive for up to \$20,000 of out-of-pocket legal expenses for the negotiation of this Agreement. The payment or reimbursement pursuant to this Section 8(g) shall be subject to the submission to Company by Executive of appropriate documentation and/or invoices. It is agreed that the payment or reimbursement pursuant to this Section 8(g) shall be considered a working condition fringe benefit for federal tax purposes.

xvi. **No Strict Construction.** The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be used against any person.

xvii. ***Conditional Cap on Severance Pay.***

a. If the Executive is a “disqualified individual” (as defined in Section 280G of the Code), and if the payments to the Executive pursuant to this Agreement or otherwise (when considered with all other payments made to Executive which are “parachute payments” as defined in Section 280G of the Code) (the amount of all such payments, collectively, the “Parachute Payment”) result in the Executive becoming liable for the payment of any excise taxes pursuant to Section 4999 of the Code (“280G Excise Tax”), then the Company shall use commercially reasonable best efforts to take such actions as are necessary to avoid the imposition of the 280G Excise Tax, including, upon the written request of the Executive, that the Company obtain equityholder approval in accordance with the terms of Section 280G(b)(5)(B) of the Code.

b. If the Parachute Payment is subject to the 280G Excise Tax, then, except to the extent the Executive has previously waived his rights with respect to the Parachute Payment, the Executive will receive either (i) the full amount of the Parachute Payment or (ii) the Parachute Payment as reduced to avoid imposition of the 280G Excise Tax (the “Conditional Capped Amount”), whichever of clauses (i) and (ii), after taking into account applicable federal, state, and local taxes and the 280G Excise Tax, results in the receipt by the Executive, on an after-tax present value basis, of the greatest portion of the Parachute Payment.

c. Not more than fourteen (14) days following the earlier of the Termination of Employment or the date on which the Executive’s right to parachute payments becomes reasonably likely to occur, Company will notify the Executive in writing of (A) whether the parachute payments to which the Executive is entitled exceed an amount equal to 299% (the “299% Amount”) of the Executive’s “base amount” as defined in Section 280G(b)(3) of the Code, (B) the amount that is equal to the 299% Amount, (C) whether the Parachute Payment or the Conditional Capped Amount pursuant to Section 8(i) or (ii) is greater on an after-tax present value basis, and (D) if the Conditional Capped Amount is the greater amount, the amount and the manner in which the Parachute Payment must be reduced to equal such amount. Such reduction order may be elected by the Executive at the time to the extent legally permitted and not a violation of Code Section 409A and, if it is or is not elected within fifteen (15) days of the notification, it shall be done in the following order: (a) all cash severance in the reverse order to be received, (b) all equity valued without regard to Treas. Reg. §1.280G-1, Q&A-24(c) in reverse order of vesting, and (c) all equity valued pursuant to Treas. Reg. §1.280G-1, Q&A-24(c) in reverse order of vesting.

d. The calculation of the 299% Amount, the determination of whether the termination benefits described in Section 8(i)(i) or the Conditional Capped Amount described in Section 8(i)(ii) is greater on an after-tax basis and, if the Conditional Capped Amount in Section 8(i)(ii) is the greater amount, the determination of how much the Executive’s termination benefits must be reduced in order to avoid application of the 280G Excise Tax will be made by Company’s public accounting firm in accordance with Section 280G of the Code or any successor provision thereto. The costs the Company’s accounting

firm may reasonably incur in connection with obtaining such determination will be borne by Company. The Company and Executive shall use reasonable efforts to cause the accounting firm to make such calculations and determinations and to provide its calculations and determinations, and shall furnish the accounting firm with such information and documents as the accounting firm may reasonably request in order to make its determination.

9. **Withholding.** All payments and benefits under this Agreement are subject to withholding of all applicable taxes and other charges Company is required to withhold.

10. **Special Section 409A Rules.**

xviii. It is the intention of Company and Executive that the provisions of this Agreement either (i) provide compensation that is not deferred compensation, or (ii) provide compensation that is deferred compensation exempt from Section 409A of the Code, or (iii) provide deferred compensation that complies with Section 409A of the Code and the rules, regulations and other authorities promulgated thereunder (including the transition rules thereof) (collectively, "Section 409A"), and all provisions of this Agreement will be construed and interpreted in a manner consistent with this intent. For purposes of Section 409A, each installment payment pursuant to this agreement will be deemed to be its own separate payment as permitted under Treasury Regulation Section 1.409A-2(b)(2)(iii). Notwithstanding anything to the contrary contained in this Agreement, a termination of employment shall occur only to the extent that the Executive incurs a "separation from service" with the Company within the meaning of Treasury Regulation Section 1.409A-1(h). Notwithstanding anything to the contrary contained in this Agreement, to the extent required to avoid accelerated taxation and/or tax penalties under Section 409A, expenses reimbursable to the Executive under this Agreement shall be paid to the Executive on or before the last day of the year following the year in which the expense was incurred and the amount of expenses eligible for reimbursement (and in-kind benefits provided to the Executive) during any one year may not effect amounts reimbursable or provided in any subsequent year. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by the Executive on account of non-compliance with Section 409A.

xix. Notwithstanding any other provision of this Agreement, if any payment or benefit provided to the Executive in connection with the Executive's termination of employment is determined to constitute nonqualified deferred compensation within the meaning of Section 409A and the Executive is determined to be a "specified employee" as defined in Section 409A(a)(2)(b)(i), then such payment or benefit shall not be paid until the first payroll date following the six-month anniversary of the Termination Date or, if earlier, on the Executive's death (the "Specified Employee Payment Date"). The aggregate of any payments that would otherwise have been paid before the Specified Employee Payment Date shall be paid to the Executive in a lump sum on the Specified Employee Payment Date and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule.

11. **Non-Disclosure of Confidential Information.**

a. **Definition of Confidential Information.** For purposes of this Agreement, “Confidential Information” means any information of Company (whether maintained in electronic or other format) that has or will have actual or potential economic value to the business of Company or which, if misused or disclosed, would have a reasonable likelihood of adversely affecting the business of Company and which is delivered to Executive by the Company. Confidential Information includes any and all information, whether or not meeting the legal definition of a trade secret, concerning Company’s actual, planned or contemplated business, work or activities including, but not limited to: (i) marketing plans, business plans, strategies, forecasts, budgets, projections, and costs; (ii) personnel information; (iii) customer, vendor, and supplier lists; (iv) customer, vendor, and supplier needs, transaction histories, contacts, volumes, characteristics, agreements, and prices; (v) promotions, operations, sales, marketing, and research and development; (vi) business operations, internal structures, and financial affairs; (vii) software and operating systems and procedures; (viii) pricing structure of Company’s services and products; (ix) proposed services and products; (x) contracts with other parties; (xi) performance characteristics of Company’s products and services; and (xii) Inventions and Works as defined in Paragraphs 12(a) and 12(b) of this Agreement. Confidential Information also includes any and all information of Company’s clients and customers which is deemed confidential by such clients and customers (whether past, present or potential), including, but not limited to: marketing tools, inventions, processes, contact lists, materials, software program code, logic diagrams, flow charts, and service requests. The definition of Confidential Information does not include (i) information that otherwise is generally known to the public or any information properly obtained from a completely independent source or (ii) any of the items listed in this section that were developed, possessed or created by Executive prior to the date of this Agreement or in his capacity as owner or operator of the businesses set forth in Exhibit A.

b. **Use/Disclosure of Confidential Information.** Executive agrees at all times during the term of his employment and when his employment ends for any reason to hold in strictest confidence and not to use, except for the benefit of Company, nor to disclose, without authorization from Company, other than to employees, directors or consultants of the Company in the course of performing his duties to the Company, any Confidential Information, except where such disclosure or use would not be a breach of Executive’s fiduciary obligations to the Company hereunder.

c. **Defend Trade Secrets Act Notice.** Notwithstanding any other provisions of this Agreement, Executive understands that he may be entitled to immunity and protection from retaliation under the Defend Trade Secrets Act of 2016 (hereinafter “DTSA”) for disclosing a trade secret under certain limited circumstances. Specifically, pursuant to the Defend Trade Secrets Act of 2016, Executive understands that an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (i) is made (a) in confidence to a federal, state, or local government official or to an attorney; and

(b) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the attorney and use the trade secret information in the court proceeding if the individual: (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

d. Return of Company Property. Executive agrees that, at the time Executive's employment with Company ceases, Executive will deliver to Company (and will not keep in his possession, recreate or deliver to anyone else) or will destroy, at Executive's option, any and all Confidential Information defined above developed by Executive or others pursuant to, prior to or during his employment with Company or otherwise belonging to Company, its successors or assigns.

12. Non-Solicitation. Executive acknowledges and agrees that the employees of Company are imperative to the success of Company's business, and accordingly:

(a) Executive agrees that while employed by Company and, in the event of a resignation or termination of his employment for any reason, for a period of eighteen (18) months immediately following the resignation or termination of his employment with Company, Executive will not, directly or indirectly, for his own benefit or for the benefit of any other person, company or entity, recruit, hire, or in any manner induce or assist in inducing any other employee of Company away from Company's employ for the purposes of entering into an employment, independent contractor, or agency relationship to provide Products and/or Services in direct competition with Company. For purposes of this paragraph, Company and Executive agree that "employee" shall mean any individual employed by Company of whom Executive had direct knowledge of or worked with at any time within the two (2) year period immediately preceding the end of Executive's employment with Company.

(b) Company and Executive agree that "Products and/or Services" is defined in this Agreement to include the manufacture of stainless pipe and tube sold or provided to any Company client or customer during his employment with Company.

13. Post-Termination Enforceability and Survival. The restrictive covenants set forth in this Agreement shall survive the termination of Executive's employment relationship with Company regardless of the reasons for said termination of employment. The rights and obligations of the Parties shall survive termination or expiration of this Agreement to the extent that any performance is required under this Agreement after the termination or expiration of the Agreement.

14. *[Reserved]*

15. Injunctive Relief. Each Party acknowledges that the remedies at law for any breach by him of any restrictive covenant contained in this Agreement will be inadequate due to

the potential for immediate and irreparable injury to the non-breaching Party and that the non-breaching Party shall be entitled to injunctive relief against the breaching Party in addition to any other remedies available to the non-breaching Party, including but not limited to, the recovery of damages from the breaching Party.

1. **Counterparts.** This Agreement may be executed in separate counterparts (including by means of facsimile or electronic transmission in pdf or similar format), each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

2. **Entire Agreement.** This Agreement, and Appendix One and Appendix Two attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and cancels all prior or contemporaneous oral or written agreements and understandings between them with respect to the subject matter hereof, except as otherwise specifically stated in this Agreement. This Agreement may not be changed or modified orally but only by an instrument in writing signed by the parties hereto, which instrument states that it is an amendment to this Agreement.

[Signature page follows]

IN WITNESS HEREOF, each party has caused this Executive Employment Agreement to be executed in a manner appropriate for such party as of the date first above written.

SYNALLOY CORPORATION

By:
Name:
Its:

Date: October 23, 2020

EXECUTIVE

Christopher Hutter

Date: October 23, 2020

EXHIBIT A

Other Businesses

Owning, operating or engaging in the business of UPG Enterprises LLC and its current and future affiliates and portfolio companies.

Owning, operating or engaging in the business of InSite Real Estate, L.L.C., including acting as a Manager of its current and future underlying affiliates and portfolio properties.

Synalloy Announces Retirement of Craig Bram and Appointment of Chris Hutter as Interim CEO

RICHMOND, Virginia -(BUSINESS WIRE)-- Synalloy Corporation (NASDAQ: SYNL) today announced that Craig Bram will retire as President and Chief Executive Officer and as a member of the Synalloy's Board of Directors, effective as of the filing of the Company third quarter Form 10-Q, currently expected to be on November 9, 2020.

Henry Guy, Chairman of the Board of Directors, said, "Craig has been a great asset since joining Synalloy's Board in 2004 and for the past nine years as President and CEO. He has been the driver behind our acquisition strategy and collection of valuable business assets. Synalloy would not be as well positioned for future growth without his years of vision, leadership, and other numerous contributions."

Christopher Hutter, a current member of the Board of Directors, has been appointed as the Company's Interim President and Chief Executive Officer.

Guy said, "Chris is a very accomplished executive in the metals, manufacturing and distribution industries. As we conduct a search for a permanent President and CEO, the Board believes that Chris' leadership and experience will help guide the Company and our differentiated business units to great success."

Hutter said, "I am honored and committed to lead the Company and execute on the Board's strategic vision on an interim basis. I see tremendous opportunity in Synalloy's businesses and I look forward to working with the Company's many talented employees to help create meaningful value for shareholders."

About Chris Hutter

Chris Hutter is the Co-Founder and Manager of UPG Enterprises LLC, a successful high-growth operator of eight premier industrial companies across the metals, manufacturing, distribution and logistics sectors. UPG was founded on the premise that focusing on culture, respect, technology and growth creates a best-in-class organization. Chris received a Bachelors of Science in Finance from the University of Illinois Urbana-Champaign and a MBA in Finance from Lewis University.

About Synalloy Corporation

Synalloy Corporation (Nasdaq: SYNL) is a growth oriented company that engages in a number of diverse business activities including the production of stainless steel and galvanized pipe and tube, the master distribution of seamless carbon pipe and tube, and the production of specialty chemicals. For more information about Synalloy Corporation, please visit our website at www.synalloy.com.

Sally Cunningham: (804) 822-3267