



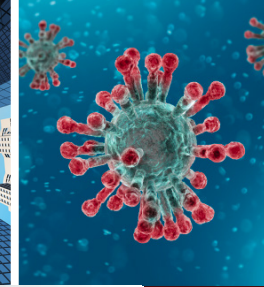
Trust the Leaders 2.0

Volume 2

A PUBLICATION OF SMITH, GAMBRELL & RUSSELL, LLP  SGRLAW.COM

*Coronavirus and How It May
Impact Your Industry or Business*

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Letter from the Editor

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Ladies and Gentlemen,

Welcome to the second edition of *Trust the Leaders 2.0*.

As the reality of the COVID-19 pandemic begins to sink in, clients are now facing the realities of how shelter-in-place orders, businesses shuttering and other harsh consequences of the spread of the disease will impact them in the mid- to long term. Clients are reviewing their customer and supplier contracts, pending deals, insurance policies, and leases to determine where to focus their energies, and where they might pursue (or be forced to defend against the pursuit of) legal or equitable remedies.

In the pages that follow, you will find a variety of articles from my colleagues at Smith, Gambrell & Russell, LLP that will help you identify and begin to navigate these important but sometimes complicated issues.

Also, we have created a COVID-19 Resource Center on our website for you to access in one convenient place all of the guidance we are creating and sharing as legal issues associated with the pandemic start to emerge. You may access the Resource Center [HERE](#). We hope you find the information helpful.

Thank you, and please continue to stay safe and healthy.

A handwritten signature in black ink, appearing to read 'Dana M. Richens', enclosed within a circular outline.

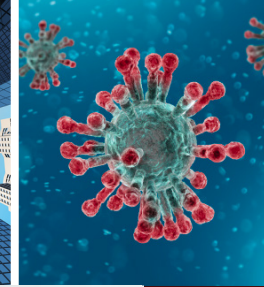
Dana M. Richens

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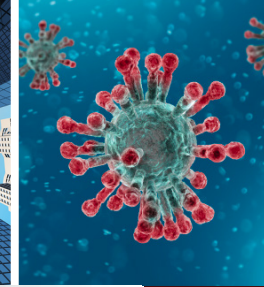


The Defense Production Act: What It Is, and How It May Affect Your Business

By:
Greg Smith and Peter Crofton



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The Defense Production Act: What It Is, and How It May Affect Your Business

On March 18, 2020, President Trump invoked the Defense Production Act (“DPA”) (P.L. 81-774, 50 U.S.C. § 4501, *et seq.*). The DPA confers broad authority and powers on the president to mobilize domestic industry in the interest of national defense.



The authorities granted in the DPA can be used across government entities to force private industry to provide goods and services deemed essential to the government. The DPA contains broad sections that give the president and the federal government immense powers over industry. These powers include:

- **Priorities and Allocations.** Requires businesses to accept and fulfill orders from the government.
- **Expansion of Productive Capacity and Supply.** Allows the government to provide incentives to industry to expand its production of critical materials. Among these incentives are loans, provision of equipment and other such means.
- **General Provisions.** Give the government authority to intervene in private industry to ensure national security and protect the government’s supply of goods and materials it deems necessary.

If a company is called upon under the DPA, the company may have to abandon obligations under private commercial contracts. Usually the company could rightly claim *force majeure* to excuse performance of the private, commercial agreements or agreements with state and local government bodies.

As an example of how the DPA can be used, on March 27, 2020, President Trump ordered General Motors to produce ventilators at one of GM’s plants in Indiana. The president used the DPA to do away with traditional contract negotiations between the government and private industry.

As we wait to see how the DPA powers will be used, we stand ready to help with the impacts that the DPA may have on your business and contracts, whether you are called upon under the DPA or affected by other companies so called upon. ■

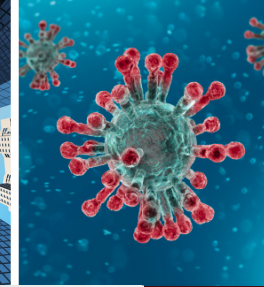
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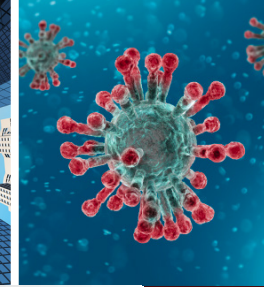


Government Contracting and the Impact of Coronavirus

By:
Greg Smith and Peter Crofton



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Government Contracting and the Impact of Coronavirus

We already see many commercial contracts are disrupted by the novel coronavirus (COVID-19). However, government contractors, and those who do business with them, may be affected in ways not contemplated in commercial agreements.

Like most commercial agreements among private parties, the concept of *force majeure* exists, in varying forms, in government contracts. These clauses may take the form of “excusable delay” provisions, such as that found in section 52.249-14 of the Federal Acquisition Regulations (FAR). This clause allows that a federal contractor is not in default if the failure to perform the contract “arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public

enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather.”

If the federal government is procuring commercial goods, a contractor may be excused from performing under a slightly different clause, but with a similar effect. FAR section 52.212-4(f) provides for “excusable delay” when “nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers.”

If your business experiences issues in getting raw materials, labor or other requirements to fulfill your government contracts, we can help negotiate excusable delay claims with state, local and the federal government.

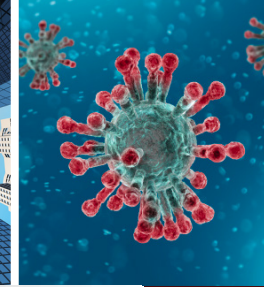
One unique provision of federal government contracting is that the government may compel a contractor to fulfill its contracts, even if that means the contractor may be unable to fulfill contract requirements with private parties. The Defense Priorities and Allocations System (“DPAS”) is used to prioritize national defense-related contracts/orders throughout the U.S. supply chain to support military, energy, homeland security, emergency preparedness and critical infrastructure requirements. Many government contracts incorporate DPAS



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via FAR section 52.211-15. If the clause is invoked, a contractor is obligated to prioritize its fulfillment of government contracts. That may place the contractor in the position of not fulfilling other contracts and thereby possibly breaching those agreements.

If a business receives a DPAS-rated order from the government, we stand ready to help negotiate the fulfillment of that order with the government. We can also help invoke *force majeure* provisions in any non-government contracts that may be impacted by the DPAS order. ■

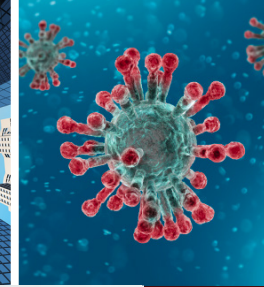
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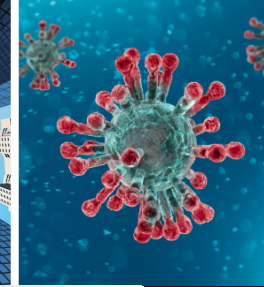


Insurance Coverage in the Time of Coronavirus

By:
Andy Thompson



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Insurance Coverage in the Time of Coronavirus

As the impacts of the coronavirus and the resultant travel restrictions, supply chain disruptions, business closures and potential third-party claims are being felt throughout the U.S. economy, businesses



are considering whether their insurance policies will provide coverage for the significant losses being experienced. Although each potential insurance claim will be dependent on policy-specific language and the particular facts of the claim or loss, there are some emerging trends in the types of claims and legal issues arising from coronavirus.

Commercial Property Policies and Business Interruption Losses

The first wave of coronavirus-related insurance claims involves commercial property policies and first-party losses being suffered by insureds relating to (1) the physical cleanup of a property, and/or (2) business interruption and economic losses from a property closure. In the first instance, some property policies provide coverage for the cleaning of a building, facility or business at which a communicable disease

such as the coronavirus has been detected (or perhaps where an employee, customer or visitor has tested positive).

Many property policies also contain coverage for business interruption losses suffered by commercial insureds. The policy triggers for business interruption coverage can include “direct physical loss or damage” to the property, denial of access to the property as a result of a governmental order, or prevention of ingress to or egress from the property.

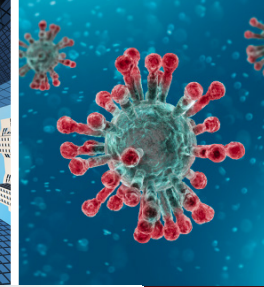
Such triggers will require an evaluation of whether the presence of coronavirus has been confirmed at the covered property location, or at a nearby, similar type of business or facility. It will also be important to review the policy to determine if it specifically contains coverage for communicable diseases (as may be the case in industries such as health care and hospitality), or conversely, whether the policy contains an express exclusion against coverage for communicable diseases.

Third-Party Claims and GL and D&O Coverage

In addition to seeking insurance coverage for their own economic and property losses, many businesses will also be looking to their general liability (“GL”) insurance carrier for defense and indemnity from third-party claims relating to coronavirus. Such claims can include personal injury claims by customers, visitors and third-party contractors at a business or facility, as well as potential claims by other businesses.



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Similarly, with the drastic downturn in the stock market, a company's directors and officers may be subjected to shareholder lawsuits relating to the directors' and officers' acts, omissions or public statements regarding the coronavirus pandemic. Directors and officers ("D&O") insurance policies potentially provide coverage for the defense and indemnity of such shareholder lawsuits and there is certain to be coverage litigation regarding certain exclusions that are contained in such policies.

Policy Conditions and Requirements and the Claims Process

With all potential insurance claims, including first-party losses by insureds as well as third-party claims against insureds, it is critical that insureds be aware of and comply with all conditions in the insurance policy. Such conditions include (i) timely notice of the loss/claim to the insurer, (ii) documentation and mitigation of losses, (iii) prompt response to insurers' requests for information and documentation relating to the loss/claim, (iv) compliance with any alternative dispute resolution and/or forum selection provisions in the policy, and (v) filing suit (or obtaining a tolling agreement from the insurer) prior to the expiration of any contractual limitation period in the policy. Your coverage counsel can assist in ensuring compliance with any notice or other procedural requirements.

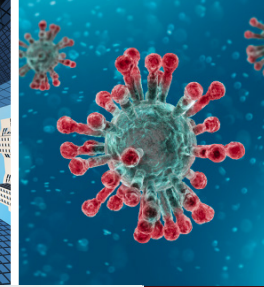
Finally, if the insurer denies coverage and rebuffs attempts to negotiate a reasonable resolution, many states (including Georgia) have "bad faith" insurance statutes (or common law) that can provide additional recovery and leverage for insureds.

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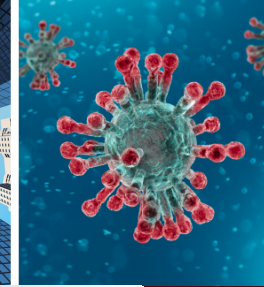


The Rent Payment Crisis in the Face of the COVID-19 Pandemic: *Force Majeure* Clauses and Practical Considerations for Commercial Landlords and Tenants

By:
Danielle Comanducci and Stephen O'Connell



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The Rent Payment Crisis in the Face of the COVID-19 Pandemic: Force Majeure Clauses and Practical Considerations for Commercial Landlords and Tenants

In the wake of the COVID-19 pandemic, commercial landlords and tenants are now in uncharted territory facing complete or partial shutdown of business operations as a result of governmental restrictions and preventative social distancing measures. Just how long this business interruption will last is still uncertain, leaving landlords and tenants scrambling to assess the damages and strategize on whether and how to enforce their rights. In these uncertain times, commercial landlords and tenants should carefully review their leases and, if needed, seek legal advice to ascertain their rights and obligations.

Force Majeure Clauses

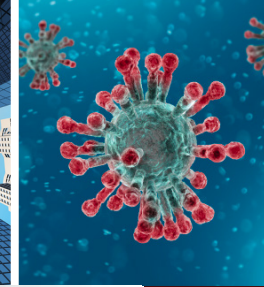
One of the ways commercial landlords and tenants may seek to protect themselves is by looking to the *force majeure* clauses in their leases. A *force majeure* clause is a contractual provision that addresses extraordinary events that are beyond the parties' control. These clauses typically provide that, to the extent the *force majeure* event renders performance inadvisable, commercially impracticable, illegal, or impossible or results in a delay in performance, the affected party's

obligations to perform under a lease may be suspended temporarily or excused altogether.

Whether the COVID-19 pandemic or the resulting government shutdowns will constitute *force majeure* events depends on the specific language of the *force majeure* clause. Generally speaking, courts have historically interpreted *force majeure* clauses narrowly and will only excuse performance if the specific event is enumerated in the *force majeure* provision. Thus, if a *force majeure* clause specifically enumerates "outbreaks," "pandemic," "disease" or similar language, then the COVID-19 pandemic may qualify as a *force majeure* event. Similarly, government-mandated closures or limitations of businesses would probably be covered under terms such as "governmental prohibition" or "governmental restriction" under a *force majeure* provision.



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However, even if these events qualify as *force majeure* events, rent is likely still due. Typically, *force majeure* clauses excuse performance by the parties, not necessarily payment of rent. If the COVID-19 pandemic and resulting government shutdowns qualify as *force majeure* events under the terms of a specific lease, this may relieve the tenant or the landlord from performing certain obligations, such as providing access to the property or operating the property during specific hours or in specific ways. However, rent is likely still due, without reduction or abatement of any kind, unless the language of the *force majeure* clause specifically excuses payment of rent in such cases or another provision of the lease provides relief in such a scenario.

Similarly, the global economic downturn resulting from the COVID-19 pandemic and resulting financial hardship are also unlikely to excuse payment of rent under a *force majeure* clause (unless such clause specifically includes a party's inability to meet its obligations due to a severe economic crisis in the definition of "*force majeure*"). Courts have held that even when the economic conditions are the product of a *force majeure* event, such financial hardship would not excuse performance if the party retained some level of control over its allocation of resources.

Some Creative Approaches That May Provide Short-Term Relief

We are living in a new reality and landlords and tenants are now faced with a difficult choice on what to do next. Regardless of what the specific language of the lease says, in deciding whether and how to enforce their rights, landlords and tenants should consider practical realities. It remains to be seen how or when the government and the courts will ultimately approach these issues. In these trying times, landlords and tenants should explore ways to minimize the damage and work together to find solutions to weather the storm.

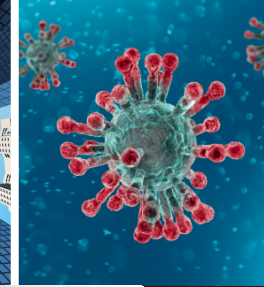
There are some creative approaches that may provide short-term relief for both landlords and tenants during this crisis:

- 1. Look to insurance coverage.** Landlords and tenants should review the specific terms of their policies. Business interruption insurance and rent loss insurance may not necessarily be available for pandemic outbreaks and there are likely to be hurdles to obtaining coverage based upon disruption from COVID-19. However, some states are considering legislation that would force insurers to pay COVID-19 business interruption claims, and both landlords and tenants should keep abreast of these developments.
- 2. Review the leases.** Every lease is different and landlords and tenants should carefully review their leases for the specific language of *force majeure* clauses, rights to rent



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abatement, “go dark” provisions and other provisions that may be applicable during these difficult times.

- 3. Do not forget your lender.** In assessing ways to minimize both landlord and tenant hardship, it is important to remember that lease amendments in many cases require the consent of the landlord’s lender. Before entering into any lease amendment, landlords should review their loan documents and make sure to comply with any such conditions. It may also be worth considering whether the lender would be willing to defer payments that are due to a later date. There are also new guidelines may allow landlords to reduce or suspend mortgage payments that could come into play, depending on the type of mortgage.
- 4. Consider a rent reduction or rent deferment.** Temporary rent reductions or rent deferments could provide some much-needed breathing room for tenants during this crisis. The amount of reduced or deferred rent could be paid back gradually during the remainder of the lease, or from monies received as rent relief from the government, or the lease could be extended to account for the months of reduced or deferred rent. In exchange for a rent reduction or deferment, landlords may wish to seek a personal guaranty of the tenant’s principal. Any rent reduction or deferment should be set forth in a written agreement and the parties should be clear that any negotiations prior to a final written agreement are not binding. Landlords should be cautious that any agreement for rent reduction or deferment should be carefully drafted to ensure that

general references to rent abatements/deferments do not unintentionally include a tenant’s share of common areas and maintenance charges and real property taxes, which are often referred to in leases as “additional rent.”

- 5. Look to the security deposit.** Another possible solution to ease the pain of landlords and tenants during the current COVID-19 pandemic is to look to apply the tenant’s security deposit toward upcoming rent payments with the understanding from the tenant that the security deposit will need to be replenished once this crisis is over.

The issues described above are not intended to be an exhaustive list and the situation continues to evolve. Smith, Gambrell & Russell, LLP’s COVID-19 Task Force will continue to closely monitor the legal and business implications associated with the COVID-19 pandemic and will report on further developments. ■

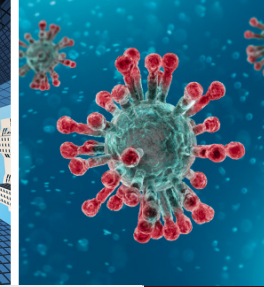
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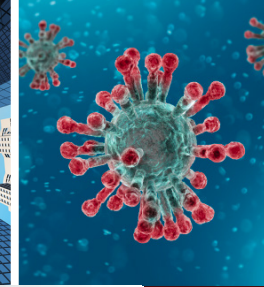


The Impact of Coronavirus on Material Adverse Change Clauses in M&A Contracts

By:
Alon Harnoy and Hen Feder



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The Impact of Coronavirus on Material Adverse Change Clauses in M&A Contracts

The COVID-19 coronavirus pandemic is causing significant adverse effects on companies and their businesses worldwide. We have not seen a pandemic like this in the past century, and the end is still nowhere to be seen. How does this impact M&A transactions? Does the COVID-19 pandemic give buyers of signed but not closed transactions the ability to walk away from the deal without any penalty? The answer depends in part on some of the specific language in the agreement – in particular, the “material adverse effect” clause.

M&A agreements often involve an initial signing and then a subsequent closing of the transaction a few months later upon satisfaction of certain closing conditions, such as completion of confirmatory due diligence by buyer, receipt of acquisition financing, or receipt of governmental, shareholder or third-party consents, as applicable. Essentially, prior to the closing of a signed M&A transaction, the buyer has almost completed the acquisition and the target company is in some respects being operated for the benefit of its incoming new owner, the buyer. Indeed, during this period between signing and closing, while the seller continues to operate the target company, typical M&A agreements subject the seller to operating covenants with specific parameters that require the target’s business to be operated in the ordinary course.

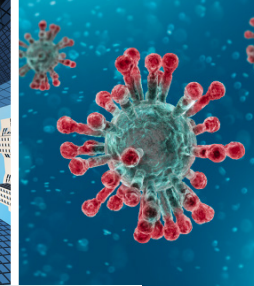


So, how do buyer and seller allocate risks that may arise in the target’s business after the signing of the M&A agreement but before its closing? One way this is dealt with in M&A agreements is in the “material adverse effect” or “material adverse change” (“MAE”) provision, because the occurrence of an MAE of the target (as defined in the agreement) during the period between signing and closing usually permits the buyer to terminate the transaction and walk away from the deal without penalty.

Typically, MAE provisions are defined to include any development, event, condition, state of facts, etc., that have had, or would reasonably be expected to have, a material adverse effect on the business, assets, financial condition or results of operations of the target company or business.



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However, MAE provisions usually exclude various categories of broader market or industry risk such as (i) general economic, business, financial, credit or other market conditions, and (ii) any epidemic or other natural disaster or act of God,¹ unless the effects of such broader market risk are disproportionately borne by the target party versus others in the industry. Therefore, under a typical MAE provision, while the COVID-19 outbreak could likely qualify as a development or event that has had a material adverse effect on the target company's business, it would likely also fall under the general exclusions (e.g., "an epidemic," or "act of God") for the occurrence of an MAE. And in terms of whether the impact is general or disproportionately borne by the target, it is too soon to tell how the pandemic will impact some companies versus other in the same industry.



Consider an example of an acquisition of a chain of themed restaurants that provide experiential dining. Could the buyer walk away from the deal because the target has been temporarily shut

down by a state ban on dine-in restaurants, which causes a material adverse effect on the target's business? While there is a general exclusion from an occurrence of an MAE for industry-wide events such as a pandemic, in examining whether a disproportionate impact has occurred on others in the same industry, a question could come up whether

"industry" includes other restaurants that are open for delivery, or is considered narrowly to cover only similar experiential dining establishments. Clearly, the drafting of these provisions is very important and unique to each deal.

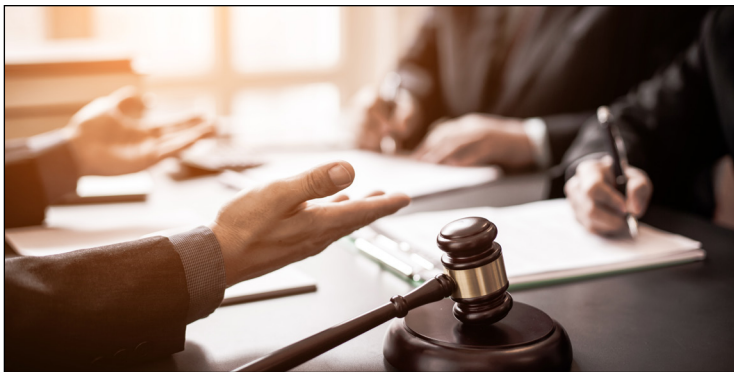
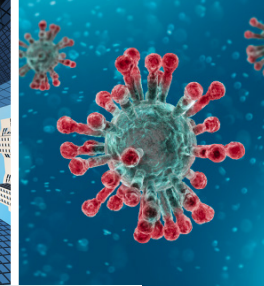
MAE provisions are usually heavily negotiated, especially since courts have been putting emphasis on the specific language of the MAE provision when analyzing whether an MAE occurred.² Generally, courts have been reluctant to find circumstances that qualify as an MAE. In fact, the first reported decision that released a buyer from its obligation to close a transaction as a result of the occurrence of an MAE in Delaware occurred just two years ago in *Akorn, Inc. v. Fresenius Kabi*³ (many cases that were filed following the financial crisis of 2008 alleging the occurrence of an MAE ultimately resulted in the court's conclusion that there was not an MAE, despite a significant diminishment in the target company's value).

¹ See also SGR's alerts on *force majeure*:

(i) Force Majeure in the Time of COVID-19 – FAQs for the Middle Market Executive, <https://www.sgrlaw.com/client-alerts/force-majeure-in-the-time-of-covid-19-faqs-for-the-middle-market-executive/>

(ii) COVID-19 and Your Contracts: Does a Virus Excuse Performance? <https://files.constantcontact.com/e2882dc9001/372279df-1685-414a-ba15-14ee3baba666.pdf>

(iii) Force Majeure Events and Contract Clauses, <https://www.sgrlaw.com/force-majeure-events-and-contract-clauses/>



Under Delaware law, to give rise to an MAE, the adverse effect must substantially impact the overall earnings potential of the target company (and not the market or specific market in its entirety) in a durationally significant manner. Thus, as the court stated in *Akorn*, a “short term hiccup” does not suffice, a long-term effect is “to be measured in years rather than months,” and the mere risk of a MAE is not enough for a buyer to use the provision to withdraw from a transaction. In another landmark case, *Hexion Specialty Chemicals, Inc. v. Huntsman Corp.*,⁴ the court indicated that “absent clear language to the contrary,” a party invoking an MAE clause bears a “heavy burden” to show the clause has been breached.

As for the decline in value of the target company indicative of an MAE, although no one benchmark is dispositive, according to *Akorn*, an “intuitive” benchmark, such as a 20% decline in a target company’s value, is likely material to a reasonable buyer. It is important to note that in *Akorn*, where the court did find for the buyer, the case involved a generic pharmaceutical

company that was confronted with serious, pervasive “data integrity” issues, which included submitting falsified product data to the Food and Drug Administration. Unlike the COVID-19 pandemic, *Akorn*’s MAE was fact specific to the company, had a substantial impact to its overall earnings and had a long-term prospective effect on the company.

Given the large stakes in M&A transactions where on the one hand a buyer can walk away without penalty, and on the other hand a buyer may be forced to close at a purchase price that may be far higher than the target’s current financial performance might support, in cases where M&A transactions have already been signed but not yet closed, we may now see more buyers going to court alleging the occurrence of MAEs. While courts have rarely held that MAEs have occurred, and the buyer has the burden to demonstrate sustained, material financial detriment to the business, given the severity of the impact of this current COVID-19 pandemic on the global economy, we can certainly expect *Akorn*’s intuitive benchmark of a 20% decline in target value to be reached in many cases. Now the test may focus instead on whether the target company is especially prone to financial hardship due to the COVID-19 pandemic, in a manner that is detrimentally worse than other companies in its industry.

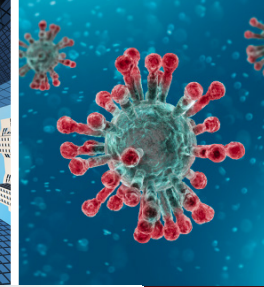
² See, for example, *Frontier Oil Corp. v. Holly Corp.*, 2005 WL 1039027 (Del. Ch. Apr. 29, 2005).

³ *Akorn, Inc. v. Fresenius Kabi AG*, 2018 WL 4719347 (Del. Ch. Oct. 1, 2018).

⁴ *Hexion Specialty Chemicals, Inc. v. Huntsman Corp.*, 965 A.2d 715, 738-39 (Del. Ch. 2008).

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In terms of M&A transactions that have yet to be signed, sellers of businesses should try ensure that the MAE wording clearly and unequivocally excludes the effects of a pandemic and defines the industry appropriately. Buyers, on the other hand, are best served by drafting with specificity the exact scenarios that would permit them to walk away from the closing without any penalty. For example, rather than relying on general “MAE” definitions, a buyer should try to specify objective standards, such as reductions of revenue and income by specific dollar amounts or reductions in customers or orders by specific amounts or percentages, or insert into the conditions for closing certain financial ratio tests that an acquisition lender might require, without such tests being subject to a general exclusion for a pandemic or a nationwide event. Obviously, during negotiations the seller will push back on some of these outs for the buyer; but however these risks are allocated, it is better that negotiation of the allocation of risk between signing and closing is handled directly by the parties themselves, rather than being subject to the interpretation of the courts. ■

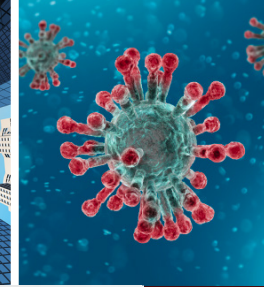
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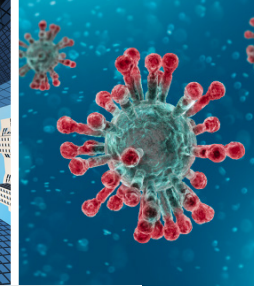
Is Your Business Essential?

By:
Anne Pitter and Greg Smith



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Is Your Business Essential?

We all like to think that who we are and what we do are essential. That is certainly true when it comes to our family and friends. But what does “essential” mean in the context of the COVID-19 pandemic? If you have doubts whether you or your business is “essential” or need to know what steps may be advisable to preserve your position and ability to function as an “essential” business, SGR is here to help.

Background

There are businesses that are unquestionably essential for the country’s health and well-being: grocery stores, pharmacies, health care facilities, utilities, food banks and many more. However, there are also many other businesses whose essential roles may not be as obvious.

Determining what is an “essential” business is not as simple as it might sound. On March 19, 2020, the Cybersecurity & Infrastructure Security Agency of the U.S. Department of Homeland Security (“CISA”) published its “Memorandum on Identification of Essential Critical Infrastructure Workers during COVID-19 Response.” The Memorandum is a guideline only, not federal law. The Memorandum specifically provides that state and local governments are “ultimately in charge of implementing and executing response activities” and the identification of essential businesses in the Memorandum is a “list to assist [in] prioritizing activities related to continuity of operations and incident response.”

Many state governments have issued proclamations or orders mandating that non-essential businesses close and that residents stay at home in order to control the spread of COVID-19. But “essential” businesses are allowed to



continue to operate and the workforce that supports them are permitted to travel to/from work. Some city and county governments also issued stay-at-home and business closure orders with exceptions, creating overlapping and potentially confusing layers of jurisdictions.

Some states (Ohio and Louisiana, for example) have adopted the CISA guidelines to identify “essential” businesses in their official proclamations. Other states (New York, for example) have developed their own lists that, while not identical to the CISA guidelines, are parallel.

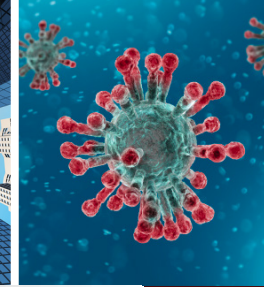
CISA “Essential” Business Description

The CISA Memorandum identifies 16 infrastructure sectors as critical, including: Healthcare/Public Health, First Responders, Food & Agriculture, Energy, Transportation, Communications, Financial Services, Chemical, and Critical Manufacturing.

The objective is to cover the complete supply chain of materials and the workforce needed to manufacture and distribute the



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products and provide the services within the segments that are identified as essential and to ensure that the supply chain is uninterrupted. As an example, for food, the supply chain could include seed development, production of harvesting, irrigation and processing equipment, insecticides, the operation of processing plants, additives, preservatives and related chemicals/organic materials, and packaging and raw materials for packaging.

The range of businesses that are “essential” because they support other “essential” businesses is wide. Navigating the federal, state and local rules and recommendations can be overwhelming.

How SGR Can Help

We represent manufactures and suppliers operating within the supply chains for many essential businesses. SGR assists clients to ensure that their critical role continues uninterrupted, from start to finish. The support we provide our clients includes:

- determining which federal, state and local orders apply to your locations and employees
- assembling a databank of materials to establish why you are considered an essential business or supporting an essential business, including third-party materials and internal sales analysis

- creating letters for employees to carry explaining why they need to be allowed to travel to/from work despite stay-at-home orders
- developing statements to attach to bills of lading for the shipment of your products explaining why your shipments are crucial to the supply chain of essential goods and services
- preparing communications you can send to your own suppliers to ensure your own supply of materials needed to perform your vital role is uninterrupted

We understand how important a continuous supply chain is to the country’s health and well-being during the COVID-19 pandemic – and to your business. If you have questions or need assistance, please give us a call – we are ready and able to help. ■

If you have any questions or would like additional information, please contact your [Corporate law counsel](#) at Smith, Gambrell & Russell, LLP or contact the following:

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