File No. 285-2020-C

TAX INCREMENT FINANCING AGREEMENT

By

And

Among

CITY OF CLEVELAND (the "City")

And

THE SHERWIN-WILLIAMS COMPANY (the "Company")

DATED: _____, 2020

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EXHIBITS

TAX INCREMENT FINANCING AGREEMENT

This TAX INCREMENT FINANCING AGREEMENT (this "Agreement"), is made and entered into as of this ____ day of _____, 2020, to be effective on January 1, 2021 (the "Effective Date"), by and among the CITY OF CLEVELAND, OHIO (the "City"), a municipal corporation duly organized and validly existing under the constitution and the laws of the State of Ohio (the "State") and its Charter, and THE SHERWIN-WILLIAMS COMPANY, an Ohio corporation (the "Company"). The City and the Company may be referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Company, itself or through any entity that controls the Company, is controlled by the Company, or is under common control with Company (each, an "Affiliate"), intends to acquire or cause to be acquired or has acquired or caused to be acquired interests in certain real property located in the City, a description of which is attached hereto as Exhibit A (with each parcel as now or hereafter configured, a "Parcel," and collectively, the "Parcels") and shall develop or cause to be developed, construct or caused to be constructed (in one or more phases) and operate on the Parcels a new headquarters facility and possibly facilities for other business activities and supporting or complementary buildings, structures, infrastructure and appurtenances, as further described in that certain Development Agreement between the Company and the City dated as of _____, 2020 attached hereto as Exhibit B (the "Development Agreement") (collectively, the "Project," with each individual building or structure within the Project being referred to herein as a "Building"); and

WHEREAS, in order to successfully develop on and around the Parcels, it is necessary to undertake or to cause to be undertaken certain improvements as described in Exhibit C attached hereto (collectively the "Designated Improvements" and each a "Designated Improvement"); and

WHEREAS, the Company is a global leader in the manufacture, development, distribution and sale of paint, coatings and related products to professional, industrial, commercial and retail customers, and the Company has worked closely with the City to develop the best plan for the Project to support the Cleveland City School District (the "School District"). The Company committed to make sure the Project benefits the School District, and the Company elected to ensure that the School District is receiving one hundred percent (100%) of its portion of revenues from the Project; and

WHEREAS, the City, after giving proper notice to the School District under Sections 5709.41 and 5709.83 of the Ohio Revised Code, by and through its City Council (the "City Council") adopted Ordinance No. _____ passed _____, 2020 and effective on the Effective Date (the "TIF Ordinance"), declaring that one hundred percent (100%) of the increase in the assessed value of each Parcel subsequent to the acquisition of each Parcel by the City while engaged in urban redevelopment (which increase in assessed value is an "Improvement" as defined in Section 5709.41(A)(2) of the Ohio Revised Code and the TIF Ordinance) is a public purpose and is exempt from taxation for a period commencing with the first tax year that begins after the effective date of the TIF Ordinance and in which an Improvement first appears on the tax list and duplicate of real and public utility property for such Parcel and ending on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the City can no longer require service payments in lieu of

taxes, all in accordance with the requirements of the TIF Statutes, defined below, and the TIF Ordinance (the "TIF Exemption"); and

WHEREAS, the City previously acquired and held fee title to the Parcels prior to the adoption of the TIF Ordinance, and [on _____, 2020, by and through a certain deed, conveyed its interest in the Parcels to [the Company or its Affiliate] (collectively, the transfer to the City and from the City is the "41 Transfer"); and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interest of the City to provide for the current and future owners of each Parcel (with each such current or future owner referred to herein individually as an "Owner" and collectively as the "Owners") to make semi-annual service payments in lieu of taxes with respect to any Improvement allocable thereto (collectively for all Parcels, the "Service Payments") to the Cuyahoga County Fiscal Officer (the "County Fiscal Officer"), which Service Payments will be used to reimburse the Company for a portion of the costs of the Designated Improvements, pursuant to and in accordance with Sections 5709.41, 5709.42 and 5709.43 of the Ohio Revised Code (collectively, the "TIF Statutes"), the TIF Ordinance and this Agreement; and

WHEREAS, the City Council through the TIF Ordinance, or other ordinance, has approved the terms of this Agreement and authorized its execution on behalf of the City; and

WHEREAS, the City and the Company desire to enter into this Agreement on the terms and conditions hereinafter set forth to provide for the collection of and disbursement of the Service Payments and to facilitate the undertaking of the Designated Improvements by the Company; and

WHEREAS, the City believes that the Project and the fulfillment generally of this Agreement, are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, will create and preserve jobs and employment opportunities, and is necessary to improve the economic welfare of the people of the City;

NOW, THEREFORE, in consideration of the premises and covenants contained herein the Parties hereto agree as follows:

Section 1. Tax Increment Financing and Obligation to Make Service Payments.

A. TIF Exemption. The City, through the TIF Ordinance has granted, among other things, the TIF Exemption, which provides for a thirty (30) year, one hundred percent (100%), non-school TIF exemption pursuant to R.C. Section 5709.41, for the Improvements, with the exemption for each Parcel commencing on the effective date of the TIF Ordinance and ending on the earlier of (a) thirty (30) years after such commencement date or (b) the date on which the City can no longer require service payments in lieu of taxes (the "TIF Exemption Period"), all in accordance with the requirements of the TIF Statutes.

B. Service Payments. The Company, on behalf of itself and all future Owners of each Parcel, hereby agrees to make the Service Payments due during its period of ownership of each Parcel, all pursuant to and in accordance with the requirements of the TIF Statutes, the TIF

Ordinance, and the provisions of Ohio law relating to real property tax collections and any subsequent amendments or supplements thereto. Service Payments will be made semi-annually to the County Fiscal Officer (or to that officer's designated agent for collection of the Service Payments) on or before the final dates for payment of real property taxes for the Parcels, until expiration of the TIF Exemption Period. Any late payments will bear penalties and interest at the then current rate established under Sections 323.121 and 5703.47 of the Ohio Revised Code or any successor provisions thereto, as the same may be amended from time to time. Service Payments will be made in accordance with the requirements of the TIF Statutes and the TIF Ordinance and, for each Parcel, will be in the same amount as the real property taxes that would have been charged and payable against the Improvement to that Parcel if it were not exempt from taxation pursuant to the TIF Exemption, including any penalties and interest.

Each Service Payment will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvements had the TIF Exemption not been granted. The Company, on behalf of itself and all future Owners of each Parcel, hereby agrees that the obligation to make the Service Payments is unconditional and will not be terminated for any cause, and there will be no right to suspend or set off the Service Payments for any cause, including, without limitation, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, commercial frustration of purpose, or any failure by the City to perform or observe any obligation or covenant, whether express or implied, arising out of or in connection with this Agreement, other than the City's failure to apply the Service Payments in accordance with this Agreement.

It is intended and agreed, and as shall be provided in any future conveyance from Company, that the covenants provided in this Section 1 shall be covenants running with the land and that they shall, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the City, against Company and its successors-in-interest, or whether or not such provision is included by Company in any succeeding instrument of conveyance by Company to any of its successors-in-interest. It is further intended and agreed that these agreements and covenants shall remain in effect for the full period of exemption permitted in accordance with the requirements of R.C. Section 5709.41 and the TIF Ordinance and shall have priority over any other lien or encumbrance on the Parcels, except those approved by the City.

The City and Company agree that the [_____] Tax Increment Equivalent Fund identified in the TIF Ordinance (the "TIF Fund") will receive all Service Payments made with respect to the Improvement to each Parcel that are payable to the City and any investment earnings on money in the TIF Fund.

The Company, on behalf of itself and all future Owners of each Parcel, hereby agrees not to enter into any delinquent real property payment plan during the TIF Exemption Period with respect to the Service Payments.

Notwithstanding any other provision of this Agreement or the TIF Ordinance, the TIF Exemption and the obligation to make Service Payments shall be subordinate to any tax exemption applicable to the Improvement pursuant to Section 140.08 or Sections 5709.08, 5709.12 and 5709.121 or under Sections 3735.65 through 3735.70 or 5709.61 through 5709.69 of the Ohio

Revised Code, which shall all, in each case, if any, take priority over the TIF Exemption with respect to the same Parcel.

C. Priority of Lien. The Company acknowledges, for itself and any and all future Owners, that the provisions of Section 5709.91 of the Ohio Revised Code, which specify that the Service Payments for each Parcel will be treated in the same manner as taxes for all purposes of the lien described in Section 323.11 of the Ohio Revised Code, including, but not limited to, the priority of the lien and the collection of Service Payments, will apply to this Agreement and to the Parcels and any improvements thereon.

D. Transfer of Ownership. If any Owner shall sell, convey, or otherwise transfer the Parcels or any part thereof (except as collateral security for the repayment of debt), it shall automatically be released and relieved of and from all other and further obligation and liability under this Section 1 which arises, matures, or relates to any period from and after the date of such sale, conveyance or transfer, but not prior thereto, it being intended hereby that the covenants and obligations on the part of each such Owner shall be binding upon and enforceable against each such Owner and their respective successors and assigns only in respect of their respective periods of ownership in the fee simple estate in and to the Parcels (or portion thereof), and in all cases only as to the Parcels (or portions thereof) that it owns (as more fully set forth in the paragraph below). The provisions of this Section 1(D) are not intended to and shall not be construed to release or modify any covenant created hereunder that is intended to run with the land.

If there is, at any time and from time to time, a diversity of ownership of the Parcels or any part of the Parcels, each Owner of the Parcels or any portion thereof shall, except as otherwise expressly set forth in this Agreement:

(i) be responsible to make Service Payments on its respective Parcel(s);

(ii) be entitled to the benefits created, and be subject to the burdens imposed, under this Section only as and to the extent that same benefit or burden affect that portion of the Parcels that it owns (and no others); and

(iii) have only those rights, and be required to observe and perform only those obligations, created under this Section only as and to the extent that those rights and obligations affect that portion of the Parcels that it owns (and no others).

E. Payment of Fee. At or prior to the execution of this Agreement, the Company shall pay a non-refundable fee in the amount of $37,500.00 payable to the "Cleveland Citywide Development Corp."

Section 2. Exemption Applications, Withdrawal, Maintenance and Notice. The City shall execute and file such applications, documents and other information with the appropriate officials and offices as may be required to effect the exemption from real property taxation granted by the TIF Ordinance, including, in accordance with Sections 5715.27 and 5709.911 of the Ohio Revised Code, the DTE Form 24 or its successor form with the Cuyahoga County Fiscal Officer for the Improvement on the Parcels without requiring any Owner's consent; provided, however, that the Company and/or Owner(s) shall fully prepare all such applications, documents and other information, including the

DTE Form 24, and timely provide such applications, documents and other information to the City for execution and filing. The Company shall cooperate in such preparation, execution and filing by the City as may be appropriate in assisting the City in obtaining such exemption. The City and the Company agree to perform those acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain the TIF Exemption and collect the Service Payments, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with the TIF Exemption or the Service Payments. Nothing in this Section or this Agreement shall be construed as constituting the Owner's consent to such filing as that term is used in Section 5709.911 of the Ohio Revised Code.

Section 3. Payments to School District. As provided in the TIF Ordinance, the School District shall receive from the Service Payments, and prior to the deposit of any of those Service Payments into the TIF Fund, an amount equal to the amount that the School District would otherwise have received as real property tax payments derived from the Improvement to the Parcels located within that School District if the Improvement had not been exempt from taxation pursuant to the TIF Ordinance. Pursuant to the TIF Statutes and the TIF Ordinance, the School District shall receive these payments directly from the County Fiscal Officer.

Section 4. Establishment of Escrow Account by the Company; Distribution of Funds. The Company and the City agree that the City shall establish an escrow account (the "Escrow Account") to be held at [_____] (the "Escrow Agent"), which Escrow Account shall be established and maintained throughout the TIF Exemption Period at the Company's expense, pursuant to the Escrow Agreement dated as of _____, 2020 by and among the City, the Company and the Escrow Agent (the "Escrow Agreement"), a copy of which is attached and incorporated herein as Exhibit D. The Company and the City agree that the sole purpose of the Escrow Account shall be for receiving the Service Payments made from the Owners to the County Fiscal Officer and payable to the City. Upon distribution of the Service Payments by the County Fiscal Officer to the City (after compensation amounts have been paid to the School District as set forth in Section 3 of this Agreement or otherwise required by law), those Services Payments shall be deposited by the City in the Escrow Account. Amounts on deposit in the in the Escrow Account shall be used to reimburse the Company or its designee(s) for the Qualifying Costs of Designated Improvements in the manner and amounts set forth in Section 6 and the Escrow Agreement.

Section 5. Costs of Designated Improvements. The City hereby agrees to pay to the Company or its designee(s), in accordance with the terms of this Agreement, a portion of the costs of the Designated Improvements incurred by the Company or its designee(s) and eligible for reimbursement as provided in this Agreement and the TIF Statutes (with the costs collectively referred to herein as the "Qualifying Costs").

Section 6. Payments to the Company from the TIF Fund. Pursuant to the terms of the Escrow Agreement, the Escrow Agent shall distribute the Service Payments in the Escrow Account to the Company or its designee(s) for a portion of the Qualifying Costs of the Designated Improvements (as identified in Exhibit C). All payments from the Escrow

Account to the Company or its designee(s) in accordance with this Section 6 and the Escrow Agreement, shall be referred to as the "TIF Payments."

The TIF Payments will be made in accordance with the terms of the Escrow Agreement. All TIF Payments to the Company or its designee(s) pursuant to this Section 6 and the Escrow Agreement shall be made pursuant to written instructions provided by the Company to the Escrow Agent and the City in advance of the payment date, and a TIF Payment shall only be made to the Company or its designee(s) if all conditions in Section 7 are satisfied at the time of that TIF Payment.

Notwithstanding any other provision of this Agreement, the Parties agree that the City's obligations to make payments hereunder are limited to the monies in the TIF Fund and do not constitute an indebtedness of the City, the State of Ohio, or any other political subdivision thereof, within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Company does not have the right to have taxes or excises levied by the City, the State of Ohio, or any other political subdivision thereof, for the TIF Payments.

After the termination of this Agreement pursuant to Section 16, if there are still monies remaining in the TIF Fund and all TIF Payments to the Company or its designee(s) pursuant to this Agreement have been paid in full, then any remaining monies in the TIF Fund may be paid to the City after the termination of this Agreement to be utilized by the City at its discretion for any purpose permitted by applicable law.

Section 7. Conditions Precedent to TIF Payments to the Company. The City's obligation to direct the Escrow Agent to make TIF Payments to the Company or its designee(s) for Qualifying Costs under the Escrow Agreement, commences when the City's Director of Economic Development or his/her designee (the "City Director of ED") determines that a Cost Certificate (as defined below) is properly payable under the TIF Ordinance and this Agreement. Upon the City Director of ED making the determination that a Cost Certificate is properly payable, the City shall provide notice of such determination to the Escrow Agent.

The Company shall provide to the City a Cost Certificate for those Qualifying Costs substantially in the form attached as Exhibit E (each, a "Cost Certificate"), which Cost Certificate is subject to the City Director of ED's review and approval. The City Director of ED may require such evidence of the Qualifying Costs as is reasonably necessary for the City Director of ED to determine the nature of the Designated Improvement and confirm payment of the Qualifying Costs by the Company or its designee.

The City Director of ED shall approve a Cost Certificate in whole or in part or disapprove a Cost Certificate in whole or in part within thirty (30) days of receipt of the Cost Certificate. If the City Director of ED disapproves any Qualifying Costs in a Cost Certificate, the City Director of ED will provide, within thirty (30) days of receipt of the Cost Certificate, a written explanation of why those Qualifying Costs were not approved and provide the Company reasonable opportunity to correct any deficiencies.

The Company may request a written determination by the City Director of ED in advance of expenditures for any Designated Improvements that, upon making those expenditures and

documenting those expenditures to the satisfaction of the City Director of ED, those expenditures will be eligible for reimbursement as Qualifying Costs under the TIF Ordinance and this Agreement. Any request made pursuant to this provision shall not be unreasonably denied by the City Director of ED, and the City Director of ED shall make a determination on each request within thirty (30) days of receiving that request. The City Director of ED shall not reject any portion of the Qualifying Costs identified on a Cost Certificate on the basis that those Qualifying Costs are not reimbursable under the TIF Ordinance and this Agreement if the City Director of ED has made a prior written determination that those Qualifying Costs are reimbursable pursuant to this Section.

The City agrees that it will respond to all communications with the Company in a timely manner, and the City approvals under this Agreement shall not be unreasonably conditioned, withheld or delayed.

Section 8. Certain Representations and Warranties of the City. The City represents and warrants as of the Effective Date of this Agreement that:

(a) It is a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio.

(b) It has duly accomplished all conditions necessary to be accomplished by it prior to the execution and delivery of this Agreement and to constitute this Agreement as a valid and binding obligation of the City enforceable in accordance with its terms.

(c) It is not in violation of, or in conflict with, any provision of the laws of the State or of the United States of America applicable to the City that would impair its ability to observe and perform its covenants, agreements and obligations under this Agreement, nor will its execution, delivery and performance of this Agreement (i) result in such a violation or conflict, or (ii) conflict with or result in any breach of any provisions of any other agreement or instrument to which the City is a party or by which it may be bound.

(d) It has and will have full power and authority (a) to execute, deliver, observe and perform this Agreement and all other instruments and documents executed and delivered by it in connection herewith, and (b) to enter into, observe and perform the transactions contemplated by this Agreement and those other instruments and documents.

(e) It has duly authorized the execution, delivery, observance and performance of this Agreement.

(f) The TIF Ordinance has been duly passed by the City Council, has not been amended, modified or repealed, and is in full force and effect.

(g) It will deposit into the Escrow Account all Service Payments received by it from the County Fiscal Officer with respect to the Parcels.

(h) It will not amend, modify or repeal the TIF Ordinance in any way or pass any other legislation or take any action that would affect the amount of Service Payments

deposited into the TIF Fund except as approved by the Company or required by state or federal law.

(i) It will not transfer, encumber, spend or use any monies on deposit in the TIF Fund other than as provided in this Agreement.

(j) There is no litigation pending or to its knowledge threatened against or by the City wherein an unfavorable ruling or decision would materially and adversely affect the City's ability to carry out its obligations under this Agreement.

Section 9. Certain Representations and Warranties of the Company. To the actual knowledge of the officer signing this Agreement, the Company represents and warrants as of the Effective Date of this Agreement that:

(a) It (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio, and (ii) has the requisite power and authority to carry on its business as now being conducted.

(b) It has the authority and power to execute and deliver this Agreement, perform its obligations hereunder, and construct or cause to be constructed the Project, and it has duly executed and delivered this Agreement.

(c) The execution and delivery by it of this Agreement and the compliance by it with all of the provisions hereof (i) will not conflict with or result in any material breach of any of the provisions of, or constitute a material default under, any material agreement, its articles of organization or operating agreement, or other material instrument to which it is a party or by which it may be bound, or any material license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, and (ii) have been duly authorized by all necessary action on its part.

(d) Except as disclosed in periodic reports filed with the Securities and Exchange Commission under the Securities Exchange Act of 1934, copies of which are available at www.sec.gov, the Company has no actual knowledge of any actions, suits, proceedings, inquiries or investigations pending, or to its knowledge threatened, against or affecting it in any court or before any governmental authority or arbitration board or tribunal that challenges the validity or enforceability of, or seeks to enjoin performance of, this Agreement or the construction of the Project, which could reasonably be expected to be adversely determined, and if determined adversely to the Company, would materially impair its ability to perform its obligations under this Agreement or to construct or cause to be constructed the Project.

(e) It is in compliance with State of Ohio campaign financing laws contained in Chapter 3517 of the Ohio Revised Code and is not subject to an unresolved finding for recovery issued by the Auditor of State as described in Section 9.24 of the Ohio Revised Code.

Section 10. Information for Tax Incentive Review Council. The applicable Tax Incentive Review Council (the "TIRC") shall annually review the exemptions from taxation granted pursuant to the TIF Ordinance in accordance with Ohio Revised Code Section 5709.85(C)(2). To facilitate that annual review, the Company, as Owner, agrees for itself and each successive Owner to cooperate in all reasonable ways with, and provide necessary and reasonable information to, the TIRC to enable that TIRC to review and determine annually during the term of this Agreement the compliance of the Owners with the terms of this Agreement.

Section 11. Equal Opportunity Clause Section 187.22(b) Codified Ordinances.

During the performance of this Agreement, the Company agrees as follows:

(a) The Company shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity or expression, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. The Company shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, gender identity or expression, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The Company agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the Company setting forth the provisions of this nondiscrimination clause.

(b) The Company will, in all solicitations or advertisements for employees placed by or on behalf of the Company, state that the Company is an equal opportunity employer.

(c) The Company shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract, or understanding, a notice advising the labor union or worker's representative of the Company's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) It is the policy of the City that local businesses, minority-owned businesses and female-owned businesses shall have every practicable opportunity to participate in the performance of contracts awarded by the City and in connection with projects to which the City has given financial assistance, subject to the applicable provisions of the Cleveland Area Business Code.

(e) The Company shall permit reasonable access by the Director of the Mayor's Office of Equal Opportunity (the "Director") or his or her designated representative to any

relevant and pertinent existing reports and documents to verify compliance with the Cleveland Area Business Code, and with the regulations promulgated thereunder. All such materials provided to the Director or its designee by the Company shall be considered confidential if such materials are clearly marked as CONFIDENTIAL.

(f) The Company will not obstruct or hinder the Director or designee in the fulfillment of the duties and responsibilities imposed by the Cleveland Area Business Code.

(g) The Company agrees that each subcontract will include this Equal Opportunity Clause, and the Company will notify each subcontractor, material supplier and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The Company shall take any appropriate action with respect to any subcontractor as a means of enforcing the provisions of the Cleveland Area Business Code.

Section 12. Workforce Regulations. If the Designated Improvements are certified by the City to exceed Fifty Thousand Dollars ($50,000), the Company agrees, in connection with the Designated Improvements, to use good faith efforts to award [fifteen percent (15%)] of the contracts and supplier purchase orders to certified Minority Business Enterprise ("MBE") firms, [seven percent (7%)] to certified Female Business Enterprise ("FBE") firms and [eight percent (8%)] to Cleveland Small Business ("CSB") participation. If the Designated Improvements are certified by the City to exceed $100,000, the Company shall use good faith efforts to employ or cause its contractors to employ Cleveland residents for twenty percent (20%) of the total Construction Work Hours (as defined in Section 188.01(c) of the Fannie M. Lewis Resident Employment Law) on constructing the Designated Improvements and the Company shall use significant effort to employ residents of the City who are certified as low-income residents for four percent (4%) of the total Construction Work Hours (as defined in Section 188.01(c) of the Fannie M. Lewis Resident Employment Law) on constructing the Designated Improvements. Compliance with the City of Cleveland Fair Employment Wage, is required if the Company is a recipient of Assistance (as defined in Chapter 189 of the Codified Ordinances) from the City that has an aggregate value of at least $75,000 and has at least 20 full time employees if a for-profit or at least 50 employees if a not-for profit, by the date of this Agreement.

Company shall use good faith efforts to comply and to cause its construction manager for the Project to comply with the standards and procedures established by the City's Office of Equal Opportunity ("OEO") relating to the Fannie M. Lewis Resident Employment Law workforce goals set forth in the foregoing paragraph (collectively, the "Workforce Goals"). If the Company fails to meet the Workforce Goals, the City shall have the right to impose a penalty of up to one eighth of one percent (0.125%) of the Stipulated TIF Present Value for each percentage by which Company fails to meet the requirement or any reduced requirement determined to be appropriate in accordance with Section 188.03 of the Fannie M. Lewis Resident Employment Law. For purposes of this Agreement, the "Stipulated TIF Present Value" shall mean Thirty Million and 00/100 Dollars ($30,000,000.00).

Section 13. Conflict of Interest. No member of the governing body of the City of Cleveland, Ohio, or the government of the United States of America, and no other

officers, officials, agents, or employees of the City shall have any personal financial interest, direct or indirect, in this Agreement (a "Conflict of Interest"). The Company covenants that: (i) to the best of its knowledge no public employee or official who presently exercises any functions or responsibilities in connection with the items described in Section 1 of this Agreement has a Conflict of Interest, and (ii) the Company shall not knowingly acquire any interest, direct or indirect, which would cause a Conflict of Interest to arise in the performance of this Agreement. A Conflict of Interest shall not arise from any person or entity having an ownership interest in the Company that amounts to less than five percent (5%) of the Company's publicly traded shares.

Section 14. Estoppel Certificate. Within thirty (30) days after a request from the Company or any Owner of a Parcel, the City will execute and deliver to the Company or Owner or any proposed purchaser, mortgagee or lessee of that Parcel, a certificate stating that, with respect to that Parcel, if the same is true: (i) this Agreement is in full force and effect; (ii) the requesting Company or Owner is not in default under any of the terms, covenants or conditions of this Agreement, or, if the Company or Owner is in default, specifying same; and (iii) such other matters as the Company or Owner reasonably requests.

Section 15. Events of Default and Remedies.

A. Event of Default. It will be an "Event of Default" under this Agreement if: (i) any Party fails to timely perform or observe any material obligation under this Agreement, (ii) any Party makes a representation or warranty in this Agreement that is materially false or misleading at the time it is made, (iii) the Company knowingly delivers false or misleading information to the City required in accordance with the terms of this Agreement, or (iv) the Company fails to complete the construction of the Project and commence operations at the Project substantially in accordance with Section 6.07 of the Development Agreement, or (v) the Company fails to maintain the Maintenance of Operations Threshold (as defined in the Development Agreement).

B. General Right to Cure. In the event of any Event of Default of this Agreement, or any of its terms or conditions, by any Party hereto, the defaulting Party will, upon written notice from the other, proceed, as soon as reasonably possible, to cure or remedy such Event of Default within forty-five (45) days after receipt of such notice. In the event such Event of Default is of such nature that it cannot be cured or remedied within said forty-five (45) day period, then in such event the defaulting Party will upon written notice from the other commence its actions to cure or remedy said breach within said forty-five (45) day period, and proceed diligently thereafter to cure or remedy said breach.

C. Remedies. If a defaulting Party fails to cure any Event of Default pursuant to paragraph (B) of this Section, a Party may institute such proceedings against the defaulting Party as may be necessary or desirable in its opinion to cure and remedy such default or breach. Such remedies include, but are not limited to: (i) instituting proceedings to compel specific performance by the defaulting Party, (ii) suspending or terminating the obligations of the non-defaulting Party with respect to the defaulting Party under this Agreement, provided the aggrieved Party must provide thirty (30) days' notice of any termination to the defaulting Party and provided further that the aggrieved Party must rescind the termination notice and not terminate the Agreement if the defaulting Party cures all Events of Default within a reasonable time thereafter, and (iii) any other rights and remedies

available at law, in equity or otherwise to collect all amounts then becoming due or to enforce the performance of any obligation under this Agreement; provided, however, the City may not compel specific performance with respect to Events of Default under Section 15.A.iv or Section 15.A.v. The obligations of the City may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity.

D. Maximum Liability Amount. Notwithstanding anything to the contrary in this Agreement, the Company's liability under the Agreement shall not exceed Ten Million Dollars ($10,000,000.00) (the "Maximum Liability Amount"). In no event will the Company be liable to the City for (i) any damages, liabilities, fees, costs, expenses, penalties, diminishments in value, losses or payments that exceed, in the aggregate, the Maximum Liability Amount, or (ii) any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential of similar damages that may arise in connection with this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Maximum Liability Amount shall not apply to any indemnification claims relating to Environmental Losses (as defined below) or Public Records Challenge (as defined below) arising in connection with this Agreement.

E. Effect of Force Majeure Event. A Party will not be deemed to be in breach, default or otherwise in violation of any term of this Agreement to the extent such Party's action, inaction or omission is the result of a Force Majeure Event as defined herein. The City and the Company agree to use commercially reasonable efforts to promptly resolve any Force Majeure Event that adversely and materially impacts their performance under this Agreement. A Force Majeure Event pauses a Party's performance obligation for the duration of the event but does not excuse it. "Force Majeure Event" means any event or occurrence that is not within the control of such Party and prevents a Party from performing its obligations under this Agreement, including without limitation, flood, earthquake, storm, lightning, fire, or other acts of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority; labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of the Company); civil disturbance; terrorist act; power outage; governmental permitting or other governmental delays. Each Party agrees that it cannot invoke Force Majeure for a delay the Party itself causes.

Section 16. Termination. Except as otherwise expressly provided in this Agreement, this Agreement shall terminate upon the later of: (i) December 31 of the year following the end of the TIF Exemption Period, or (ii) the date on which all Service Payments and TIF Payments made payable by this Agreement for the TIF Exemption Period have been paid in full. Upon satisfaction of any Owner's obligations under this Agreement to make Service Payments, the City shall, upon the request of the Owner, sign an instrument in recordable form evidencing such satisfaction and termination for filing with the Recorder's Office of Cuyahoga County, Ohio.

Section 17. Indemnification.

A. Scope of Third-Party Indemnity. The Company shall indemnify and hold harmless the City and its elected officials, officers, employees and agents from any and all liability, loss, claim, damage, cost and expense arising from or related to claims of third-parties caused by or resulting from the Company's breach or performance of this Agreement, except as otherwise specifically provided

herein and except for any liability, loss, claim, damage, cost and expense caused by the City's gross negligence, willful misconduct, or criminal or unlawful activity. In connection therewith, the Company shall reimburse the City for any judgments that result from the Company's breach or performance of the Agreement that may be obtained against the City by third-parties, and reimburse the City for all reasonable costs incurred by the City and its elected officials, officers, employees and agents in defending against any such third-party claims. The aggregate payments that may be due from the Company under this Section shall not exceed the Maximum Liability Amount.

B. Scope of Environmental Indemnity. The Company and/or the Owners shall indemnify, defend, and hold harmless the City from and against any and all Environmental Losses (as hereinafter defined) related solely to the City's ownership of the Parcels from the 41 Transfer. The Company and/or the Owners shall pay when due any judgments or claims for damages, penalties or otherwise against the City caused by this environmental indemnification, and shall assume the burden and expense of defending all suits, administrative proceedings and resolutions of any disputes with all persons, political subdivisions or government agencies arising out of the occurrences set forth in this environmental indemmnification. In the event that such payment is not made, the City, at its sole discretion, may proceed to file suit against the Company and/or the Owners to compel such payment.

As used herein, the following terms shall have the following meanings:

"Environmental Laws" means all present and future federal, state or local laws, statutes, ordinances, rules or regulations and other requirements of governmental authorities relating to the environment or to any Hazardous Substance or Hazardous Substance Activity, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., as now or hereinafter amended; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., as now or hereafter amended; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., as now or hereafter amended; the Clean Water Act, 33 U.S.C. Section 1251, et seq., as now or hereafter amended; the Clean Air Act, 42 U.S.C. Section 7904, et seq., as now or hereafter amended; the Toxic Substances Control Act, 15 U.S.C. Sections 2601 through 2629, as now or hereafter amended; the Safe Drinking Water Act, 42 U.S.C. Sections 300f through 300j, as now or hereafter amended; and any similar State and local laws and ordinances and the regulations now or hereafter adopted, published and/or promulgated pursuant thereto.

"Environmental Losses" means any and all losses, liabilities, damages, demands, claims, actions, judgments, causes of action, defects in title, assessments, penalties, costs and expenses (including, without limitation, the reasonable fees and disbursements of outside legal counsel and accountants and the reasonable charges of in-house legal counsel and accountants), and all foreseeable and unforeseeable consequential damages, suffered or incurred, by the City, arising out of or as a result of: (a) the occurrence of any event or activity which results in any Hazardous Substance Activity (as hereinafter defined), whether such activity occurred on, before or after the Company and/or the Owner(s) acquired the Parcels; (b) any violation of any applicable Environmental Laws (as hereinafter defined) relating to the Parcels or to the Company and/or the Owner(s), use, occupancy or operation thereof, whether such violation occurred on, before or after the Company and/or Owner(s) acquired the Parcels; (c) any investigation, inquiry, order (whether voluntary or involuntary), hearing, action, or other proceeding by or before any governmental

agency in connection with any Hazardous Substance Activity, or allegation thereof, whether such activity occurred or was alleged to have occurred on, before or after the Company and/or Owner(s) acquired the Parcels; or (d) any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee, which directly or indirectly relates to, arises from or is based on any of the matters described in clauses (a), (b) or (c) above, or any allegation of any such matters.

"Hazardous Substance Activity" means any actual, proposed or threatened storage, holding, existence, use, release, migration, emission, discharge, generation, processing, abatement, removal, repair, cleanup or detoxification, disposition, handling or transportation of any Hazardous Substance from, under, into or on the Parcels or the surrounding property, or any other activity or occurrence that causes or would cause such event to exist.

"Hazardous Substance" means any substance that is at any time defined or listed in, or otherwise classified pursuant to, any applicable laws or regulations, including, without limitation, the Environmental Laws, as a "hazardous substance," "hazardous material," "hazardous waste," "infectious waste," "toxic substance," "toxic pollutant," "pollutant or contaminant" or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity or "TCLP toxicity," including, without limitation, asbestos, polychlorinated biphenyls, urea-formaldehyde, dioxin, and radon, and also including petroleum products, by-products and wastes or by-products associated with the extraction, refining or use of petroleum or petroleum products, whether or not so listed or classified in such laws or regulations.

C. Notice of Indemnity; Right to Defend. In case any claim or demand is at any time made, or action or proceeding is brought, against the City in respect of which indemnity may be sought hereunder, the City will give prompt written notice of that action or proceeding to the Company, and the Company upon receipt of that notice will have the right, but not the obligation, to assume the defense of the action or proceeding. The City will have the right to employ counsel in any such action, and the reasonable fees and expenses of such counsel will be at the expense of the Company, if: (i) the employment of counsel by the City has been authorized by the Company, (ii) there reasonably appears to be a conflict of interest between the Company and the City in the conduct of the defense of such action (in which case the Company will not have the right to direct the defense of such action on behalf of the City), or (iii) the Company will not in fact have employed counsel to assume the defense of such action. The City agrees to fully cooperate with the Company and lend the Company such assistance as the Company will reasonably request in defense of any claim, demand, action or proceeding. Notwithstanding any other provision in this Agreement, the Company will not be required to indemnify the City for any settlements reached with respect to a third party claim unless the Company has provided its prior written consent for such settlement, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 18. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any Party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, or (ii) by nationally recognized overnight delivery courier service, and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery:

(a) To the City:

City of Cleveland
Department of Economic Development
601 Lakeside Avenue, Room 210
Cleveland, Ohio 44114
Attention: Director of Economic Development

and

City of Cleveland
Department of Law
601 Lakeside Avenue Room 106
Cleveland, Ohio 44114
Attention: Director of Law

and

McDonald Hopkins LLC
600 Superior Avenue, Suite 2100
Cleveland, Ohio 44114
Attention: Teresa Metcalf Beasley

(b) To the Company:

The Sherwin-Williams Company
101 W. Prospect Ave.
Cleveland, OH 44115
Attention: Senior Vice President, General Counsel and Secretary, Mary L. Garceau

and

The Sherwin-Williams Company
101 W. Prospect Ave.
Cleveland, OH 44115
Attention: Vice President – Taxes, Lawrence J. Boron

and

Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43215
Attention: Scott J. Ziance

or to any such other addresses as may be specified by any Party, from time to time, by prior written notification.

Section 19. Restrictions on Assignment or Transfer. Except as provided for in this Section, this Agreement is not transferable or assignable without the express written approval of the City. The City and the Company acknowledge that the exact legal and financing structure used by the Company in developing, equipping and operating the Project may include additional legal entities; therefore, the Company may assign or transfer this Agreement, in whole or in part, without the approval of the City to (i) any Affiliate of the Company, or (ii) in connection with any financing transaction entered into for the Project, including, but not limited to, any financing transaction under Ohio Revised Code Chapter 4582.

Section 20. Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the Parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement will be deemed a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of any of the Parties hereto in their individual capacity, and neither the members of the City Council nor any City official executing this Agreement, or any individual person executing this Agreement on behalf of the Company, will be liable personally by reason of the covenants, stipulations, obligations or agreements of the City or the Company contained in this Agreement. The obligation to perform and observe the agreements contained herein on the part of the Company shall be binding and enforceable by the City against the Company with respect to (and only to) the Company's respective interests in the Parcels and the Improvement, or any parts thereof or any interest therein.

Section 21. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.

Section 22. Public Records; Confidentiality. The City agrees to keep confidential, to the maximum extent allowable by law, any and all business, financial or tax information of the Company. All such information provided to the City or its designee by the Company shall be considered confidential only if such materials are clearly marked as CONFIDENTIAL. The City will endeavor to immediately notify Company of any request for confidential information about this Agreement or any other confidential information about Company. Notwithstanding anything contained herein to the contrary, the City may disclose any confidential information delivered to the City in connection with

this Agreement (collectively, the "Confidential Information") as required to comply with orders of governmental entities with jurisdiction over it, including as required in response to a valid subpoena or court order, or for a public records request (to the extent required by law); the City, however, agrees to (i) give the Company prior written notice sufficient to allow the Company to seek a protective order or other remedy (except to the extent that the City's compliance would cause it to violate an order of the governmental entity or other legal requirement), (ii) disclose only such information as is required by the governmental entity and/or the State public records law, and (iii) request and seek confidential treatment for any Confidential Information so disclosed. Upon request of the Company and at the Company's expense, including reimbursement to the City of any fines or costs incurred by the City (including reasonable legal fees), the City will use reasonable efforts to cooperate with the Company's efforts to obtain a protective order, restraining order, or other reasonable assurance to maintain the confidentiality of Confidential Information, and to resist or refuse disclosure thereof. If, in the absence of a protective order or restraining order, the City is compelled as a matter of law to disclose Confidential Information then the City will disclose only that portion of said information or documents as is required by law. The Company will defend and indemnify the City in any challenge to the City's refusal to release certain information based on the Company's claim that the information is confidential and not subject to release (each a "Public Records Challenge").

Section 23. Records Maintained. During the term of this Agreement and for a period of at least three (3) years after the later to occur of (a) submission of the final Cost Certification for the Project and (b) the Company's receipt of all of the permanent certificates of occupancy for the Project, the Company shall maintain records reasonably sufficient to document the Company's performance under this Agreement, specifically, invoices related to the Qualifying Costs for the Designated Improvements (the "Records"). The Company shall permit the City and/or its designee(s) to review the Records upon not less than ten (10) days prior written notice, provided that such review shall: (i) not be disruptive to the Company's business, (ii) take place at a mutually agreed time during the Company's normal business hours; (iii) provided that no Event of Default has occurred, not occur more than once during any 12-consecutive month period; (iv) be completed within sixty (60) days from commencement; (v) not be engaged with a contingent fee structure; and (vi) to the extent practicable, rely on inspection and review of documents and not require the removal of any documents. In the event the City's examination reveals a deficiency or discrepancy, the Parties will cooperate in good faith to address and resolve any such deficiency or discrepancy. Records reviewed by the City in connection with any such audit shall be treated as confidential information of the Company and the City agrees to maintain the confidentiality of such information in accordance with the terms of this Agreement and to the maximum extent permitted by applicable law. Notwithstanding the foregoing or any other provision of this Agreement, the Company will not be required to disclose, permit the inspection of or examination of, or discuss, any information that: (i) contains trade secrets, or (ii) is subject to attorney-client or similar privilege.

Section 24. Separate Counterparts. This Agreement may be executed by the Parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of

such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 25. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters covered herein and supersedes any prior agreements and understandings between the Parties.

Section 26. Amendments. Either Party may request an amendment to this Agreement at any time, provided that no amendment shall be effective unless it is reduced to a writing, making specific reference to this Agreement, and executed by a duly authorized representative of each Party, approved by the Director of Economic Development or his or her designee and, if required or applicable, approved by the City Council. Notwithstanding the foregoing sentence, without the approval of the City Council, such amendments may not substantially alter the financial terms of this Agreement or relieve any Party from its respective obligations under this Agreement. Such amendments may however, clarify or correct the terminology of the Agreement or make other minor modifications to the Agreement without the approval of the City Council.

Section 27. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. To the extent permitted by the laws of the State of Ohio, this Agreement and all related documents shall be construed in accordance with law in effect as of the date hereinabove written.

Section 28. Additional Documents and Cooperation. The City and the Company and their respective successors, assigns and transferees agree to execute any further agreements, documents, or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement.

Section 29. No False Statements. The Company represents and warrants, as of the Effective Date, the Company has not knowingly made any false statements to the City regarding, or failed to provide any information required by Ohio Revised Code Section 9.66(B) concerning, an application for economic development assistance in connection with this Agreement.

Section 30. Section Titles. The Parties have inserted the section titles in this Agreement only as a matter of convenience and for reference, and those titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the Parties in including any particular provision in this Agreement.

Section 31. Authorization. Each undersigned person executing this Agreement has been fully authorized by all necessary actions to execute and deliver this Agreement on behalf of the respective Party indicated above that person's signature.

Section 32. Recordation. No later than fifteen (15) days following the Effective Date, the Company will cause a Declaration of Restriction, in form set forth as Exhibit F, to be recorded in the Cuyahoga County, Ohio real property records for each Parcel. During the term of this Agreement, each Owner will cause all instruments of conveyance of

interests in all or any portion of any Parcel to subsequent mortgagees, successors, lessees, assigns or other transferees to be made expressly subject to this Agreement; provided, however, that any failure by any Owner to make any such instrument of conveyance expressly subject to this Agreement shall not affect the unconditional and binding nature of this Agreement on each such subsequent mortgagee, successor, lessee, assign or other transferee.

[Remainder of Page Intentionally Left Blank - Signatures to Follow]

IN WITNESS WHEREOF, the City and the Company have caused this Agreement to be executed in their respective names by their duly authorized officers or representatives as of the date hereinabove written.

CITY OF CLEVELAND, OHIO

By: _____

Printed: _____

Title: _____

Approved as to Form:

Barbara Langhenry

Director of Law

_____

By: Steven Martinek

Its: Assistant Director of Law

THE SHERWIN-WILLIAMS COMPANY

By: _____

Printed: _____

Title: _____

FISCAL OFFICER'S CERTIFICATE

The City has no obligation to make payments pursuant to the foregoing Agreement except from Service Payments to be collected for deposit into the TIF Fund, and no expenditures are required in 2020 from that TIF Fund. Accordingly, as fiscal officer for the City of Cleveland, I hereby certify that funds sufficient to meet the obligations of the City under the foregoing Agreement have been lawfully appropriated for the purposes thereof and are available in the treasury, and/or upon implementation of the processes under Sections 5709.41, 5709.42 and 5709.43 of the Ohio Revised Code, are in the process of collection to the credit of an appropriate fund, free from any previous encumbrance. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: _____, 2020

City of Cleveland, Ohio

Fiscal Officer

EXHIBIT A

DESCRIPTION OF THE PARCELS

[INSERT]

EXHIBIT B

DEVELOPMENT AGREEMENT

See attached.

EXHIBIT C

DESIGNATED IMPROVEMENTS

The Designated Improvements include the following list, which may be amended by the mutual consent of the City and the Company:

- site preparation;
- demolition;
- environmental remediation;
- building renovation;
- infrastructure;
- removal and disposal of waste;
- hazardous substance abatement;
- building and land acquisition;
- engineering and architectural services;
- buildings or one or more portions thereof.

EXHIBIT D

ESCROW AGREEMENT

File No. 285-2020-C

EXHIBIT E

COST CERTIFICATE

To: City of Cleveland, Ohio

Attention: _____, _____

Subject: Cost Certificate for Designated Improvements pursuant to the terms of the Tax Increment Financing Agreement dated _____, 2020 (the "Agreement"), by and between the City of Cleveland, Ohio and The Sherwin-Williams Company (the "Company").

You are hereby requested to approve the amount of $_____ as the Qualifying Cost of the Designated Improvements for the purposes set forth in the schedule attached hereto. Unless otherwise defined herein, all capitalized terms set forth but not defined in this Cost Certificate have the respective meanings assigned to them in the Agreement.

The undersigned authorized representative of the Company does hereby certify on behalf of the Company that:

1. I have read the Agreement and definitions relating thereto and have reviewed appropriate records and documents relating to the matters covered by this Cost Certificate;

2. The disbursement herein requested is for an obligation properly incurred, is a proper charge as a cost of the Designated Improvements (as defined in the Agreement), and has not been the basis of any previous reimbursement request submitted to the City of Cleveland, Cuyahoga County, the State of Ohio, or JobsOhio;

3. The Company is in material compliance with all provisions and requirements of the Agreement;

4. The reimbursement requested hereby does not include any amount which is being retained under any holdbacks or retainages provided for in any applicable agreement;

5. The Company has, or the appropriate parties on the Company's behalf has, asserted its entitlement to all available manufacturer's warranties to date upon acquisition of possession of or title to the Designated Improvements or any part thereof which warranties have vested in the Company;

6. The Company is either (i) not aware of any attested account claim from any subcontractor, material supplier or laborer who has performed labor or work or has furnished materials for the Designated Improvements for which reimbursement is requested pursuant to this written requisition; or (ii) has provided security discharging any known attested account claims.

EXECUTED this _____ day of 20__.

THE SHERWIN-WILLIAMS COMPANY

By: _____

Printed: _____

Title: _____

Date: _____

EXHIBIT F

DECLARATION OF RESTRICTION

See attached.