

Waiver Agreement RC 9.66(D) July 8 Version - East9th Scarlet, LLC - 2026-07-10

Final Audit Report

2026-07-10

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**WAIVER OF ALL RIGHTS UNDER ORC 9.66(D)
REGARDING USE OF INFORMATION FOR FINANCIAL ASSISTANCE**

This Waiver of All Rights Under ORC 9.66(D) Regarding Use of Information for Financial Assistance ("**Waiver**") is made and entered into by **East9th Scarlet, LLC, an Ohio limited liability company** (together with its affiliates, "**Applicant**"). The CITY OF CLEVELAND, ("**City**"), through its Director of Economic Development wishes to use Confidential Information (as described below in Section 2) to: to evaluate, facilitate and consider offering economic development assistance, or any grant, subgrant, exemption, credit, loan, award, cooperative agreement, or other similar and related form of financial assistance to Applicant ("**Transaction**") in connection with Applicant's potential investments, including real estate and other fixed asset investments, within the jurisdiction of the City. Applicant executes this Waiver to protect the City, its officials, employees and others in accordance with the following terms:

1. Applicant, for itself and all of its affiliates and its and their members, principals, officers, directors, employees, and agents, and the successors and assigns of the foregoing (the "**Applicant Parties**") hereby waives any and all rights they may have under Ohio Revised Code Section 9.66(D). The Applicant Parties further release, hold harmless, and indemnify the City and its legislative authority and all of its and their members, principals, officers, directors, employees, and agents, and the successors and assigns of the foregoing (the "**Indemnified Parties**") from and against all damages, losses, settlement payments, obligations, liabilities, claims, suits, penalties, fines, assessments, citations, directives, demands, judgments, actions or causes of action, whether statutorily created or under the common law, including all costs and expenses (including, without limitation, reasonable fees and disbursements of attorneys, engineers, and consultants) and all other liabilities whatsoever (including, without limitation, liabilities under any applicable environmental laws, regulations or rules) which shall at any time or times be incurred, suffered, sustained, or required to be paid by or asserted against any such Indemnified Party on account of or in relation to or in any way in connection with Ohio Revised Code Section 9.66(D) with respect to the Transaction or the disclosure of information or public records provided by the Applicant. The waivers, releases, and indemnifications in this Section 1 are to survive any termination of this Waiver.
2. The City is authorized by Applicant to assume that any information provided by Applicant in connection with the Transaction or otherwise is not "Confidential." "Confidential Information" includes (a) trade secrets (whether or not subject to or protected by copyright, patent, or trademark (registered or unregistered)); (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs, and know-how; (d) business information, including operations, planning, marketing interests, and products; or (e) the terms of any proposed agreements to be entered into between the Parties and the discussions, negotiations, and proposals related thereto, to the extent that such terms include information described in (a) through (d) above. In order to designate any Confidential Information, such information must be stamped or labeled "Confidential" or otherwise be designated in writing as "Confidential" at the time such information is disclosed to the City.
3. Applicant acknowledges that the City is a public office subject to Ohio's Public Records Law (Ohio Revised Code Section 149.43) (the "**Act**"). The Act generally requires the City, upon proper request, to prepare and make available "public records" (as defined in the Act) within a reasonable period of time, unless the City determines that the subject of the requested materials falls within one of the exemptions from the Act's disclosure requirements, which includes Confidential Information.

SIGNATURE PAGE TO FOLLOW

In order to evidence its intent to be bound by the terms and conditions of the above Waiver of All Rights Under ORC 9.66(D) Regarding Use of Information for Financial Assistance, Applicant has caused this Waiver to be signed by its authorized representative.

APPLICANT:

**East9th Scarlet, LLC,
an Ohio limited liability company**

Michael Smith

Signature: Michael Smith (Jul 10, 2026 12:04:30 EDT)

Name: Michael J. Smith

Title: Manager

Date: Jul 10, 2026