

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this “**Agreement**”) is made and entered into to be effective as of the ___th day of ___, 2020 (the “**Effective Date**”), by and among THE SHERWIN-WILLIAMS COMPANY, an Ohio corporation (the “**Company**”), the CITY OF BRECKSVILLE, OHIO, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the “**City**”) and the BRECKSVILLE COMMUNITY IMPROVEMENT CORPORATION, a community improvement corporation organized and existing as a non-profit corporation under the laws of the State of Ohio (the “**CIC**”). The Company, the City and the CIC may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

BACKGROUND INFORMATION

A. The Company was founded in 1866 and today, including its affiliated entities (The Sherwin-Williams Headquarters Company, The Sherwin-Williams Manufacturing Company and others (any entity that controls the Company, is controlled by the Company, or is under common control with the Company is an “**Affiliate**”)), is a global leader in the manufacture, development, distribution and sale of paint, coatings and related products to professional, industrial, commercial and retail customers.

B. The Company, through itself or one or more of its Affiliates, intends to acquire or cause to be acquired, or has acquired or caused to be acquired, ownership or leasehold interests in certain parcels of real property located in the City, and may develop or cause to be developed, construct or cause to be constructed (in one or more phases), and operate on the real property a new research and development facility and possibly facilities for other business activities and supporting or complementary buildings, structures, infrastructure and appurtenances (collectively, the “**Project**,” as further described in Recital J, which will be located at the “**Project Site**”).

C. The Project Site consists of all or part of several tax parcels, consisting of approximately 118.8 acres, located at the northwest corner of Miller Road and Brecksville Road in Brecksville, Ohio 44141, in the City, Cuyahoga County, Ohio, a depiction of which is attached hereto as Exhibit A and incorporated herein by reference (the “**Parcels**”).

D. The area immediately around or near the Project Site includes property owned by the City or the CIC, to be owned by the City or the CIC, or subject to easements or other rights in favor of the City or CIC (the “**City’s Project Surrounding Area**”) as more fully described in Exhibit B attached hereto and incorporated herein by reference.

E. The Company, itself or through itself and its Affiliates, anticipates creating approximately 680 jobs in the City, with an estimated payroll of \$55,760,000.

F. The City, on August 18, 2020 in Ordinance 5337, approved a Tax Increment Financing Agreement (the “**TIF Agreement**”) between the City and the Company.

a. The TIF Agreement provides for a so-called urban redevelopment tax increment financing (“**TIF**”) arrangement for nearly all of the Project Site under Ohio Revised Code (“**R.C.**”) 5709.41, as the Project is in furtherance of the City’s urban redevelopment activities. The City established the TIF arrangement for thirty (30) years and with respect to one

hundred percent (100%) of the incremental increased value of the portion of the Project Site (the “**41 TIF Exemption**”) set forth in Exhibit A to the TIF Agreement (the “**41 TIF Project Site**”).

b. The TIF Agreement also provides, pursuant to R.C. 5709.40, that one hundred percent (100%) of the increase in assessed value of the portion of the Project Site set forth in Exhibit B to the TIF Agreement (the “**40(B) TIF Project Site**”) subsequent to the effective date of the 40(B) TIF Ordinance (defined below) is a public purpose and shall be exempt from real property taxation (the “**40(B) TIF Exemption**”) for a period commencing for each Parcel within the 40(B) TIF Project Site with the earlier of (i) the tax year in which a 40(B) Improvement (as defined in the TIF Agreement) to that Parcel has an assessed value of at least \$350,000 (*i.e.*, an increase in true value of at least \$1,000,000), and (ii) tax year 2025, and ending on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the improvements in connection with the Project and identified on Exhibit D of the TIF Agreement (the “**Public Infrastructure Improvements**”) are paid in full, whichever occurs first.

G. The owner of each Parcel (with each such current or future owner referred to herein individually as an “**Owner**” and collectively as the “**Owners**”) will pay the statutory service payments attributable to its Parcel (the “**Service Payments**”) to the Cuyahoga County Treasurer pursuant to the TIF Agreement in the same manner and amount as if the TIF arrangements with respect to the Project Site had not been established in accordance with the TIF Agreement.

a. The Service Payments made on account of the 41 TIF Exemption will be distributed on behalf of the Cuyahoga County Treasurer to an urban redevelopment tax increment equivalent fund (the “**41 TIF Fund**”). The TIF Agreement provides, among other things, for the application of the Service Payments from the 41 TIF Fund to pay a portion of the costs of improvements required in connection with the Project and identified on Exhibit C of the TIF Agreement (the “**Designated Improvements**”). The City shall distribute the Service Payments in the 41 TIF Fund to the Company or its designee(s) for the Qualifying Costs (as defined in the TIF Agreement) of the Designated Improvements and interest as set forth in the TIF Agreement.

b. The Service Payments made on account of the 40(B) TIF Exemption will be distributed on behalf of the Cuyahoga County Treasurer to a tax increment equivalent fund (the “**40(B) TIF Fund**”). The TIF Agreement provides, among other things, for the application of the Service Payments from the 40(B) TIF Fund to pay a portion of the costs of Public Infrastructure Improvements. The City shall distribute the Service Payments in the 40(B) TIF Fund to the Company or its designee(s) for the Qualifying Costs of the Public Infrastructure Improvements and interest as set forth in the TIF Agreement.

c. The 40(B) TIF Exemption and the obligation to make Service Payments on account of the 40(B) TIF Exemption shall be subordinate to the 41 TIF Exemption.

H. The City has enacted a series of ordinances to effectuate the TIF Agreement, including the approval of the 40(B) TIF Fund in Ordinance No. 5336 dated August 18, 2020, approval of the 41 TIF Fund in 41 TIF Exemption Ordinance No. _____ dated _____, 2020 (collectively, the 40(B) TIF Fund and the 41 TIF Fund are the “**TIF Funds**”), approval of the 40(B) TIF Exemption in Ordinance No. 5338 dated August 18, 2020, and approval of the 41 TIF Exemption in Ordinance No. _____ dated _____, 2020 (collectively, the 40(B) TIF

Exemption and the 41 TIF Exemption are the “**TIF Exemptions**”) (collectively, the four ordinances together with the ordinance approving the TIF Agreement are the “**TIF Ordinances**”).

I. On August 18, 2020, the City passed Ordinance No. 5335 approving entering into a Second Amended and Restated Compensation Agreement (the “**Compensation Agreement**”) between the City and the Brecksville-Broadview Heights City School District (the “**BBH School District**”). The Compensation Agreement provides that BBHCSD and the Cuyahoga Valley Career Center (the “**CVCC**,” and collectively with the BBH School District, the “**School Districts**”) shall receive from the Service Payments the amounts specified therein, generally including twenty-five percent (25%) of the amounts that the School Districts would otherwise have received as real property tax payments derived from the improvements to the Parcels located within the School Districts if the improvements had not been exempt from taxation pursuant to the TIF Ordinances, plus certain other amounts attributable to new levies and up-front payments.

J. The Project to be constructed on the Project Site consists of an approximately 480,000 square foot research and development facility with over \$250,000,000 in capital investment.

K. Based on the above estimates concerning the Project, the Parties anticipate that the development of the Project will create jobs and otherwise stimulate economic growth in the City, and after careful review and deliberation, the City has determined that it is in the City’s best interest and in the public interest of its citizens to enter into this Agreement to provide certain assurances and support to the Company and for the Project, as more particularly described herein.

L. This Agreement outlines the local economic development incentives and support that the Project is expected to receive from the City, which include: (1) an economic development income tax incentive; (2) the property tax incentive (30 year TIF arrangement); (3) possible parking facility support; (4) land-use restrictions; (5) I-77 interchange completion, Miller Road widening and traffic light signalization on Miller Road; (6) City permit fees waived and potential energy cost savings opportunities; (7) continued fiber and 5G wireless capability; (8) public transit management; (9) City Fire Department partnership; (10) enhanced signage rights and zoning; (11) roadwork assistance; (12) construction of Veterans’ Memorial Park; (13) certain non-financial assistance; and (14) certain DG Development Agreement (defined below) matters (collectively, the “**Local Incentives**”).

M. The City agrees that the Local Incentives will not include any fees or administrative charges of the City.

N. The Project is also expected to receive support from certain Cuyahoga County (the “**County**”) and state-level economic incentives, including a State of Ohio (“**State**”) 629 roadwork grant.

O. The City, through Ordinance Nos. 5309, 5310 and 5311 dated March 17, 2020, as amended by Ordinance Nos. ____ and ____, each dated _____, 2020, and Ordinance No. 5337 dated August 18, 2020, adopted by the Brecksville City Council (“**City Council**”), has approved entering into this Agreement and entering into an economic development income tax

agreement between the City and the Company (the “**Job Creation Incentive Agreement**”) and entering into the TIF Agreement.

P. The City and the CIC entered into that certain Development Agreement with DiGeronimo Development LLC, an Ohio limited liability company (“**DG Development**”), dated June 19, 2018 as amended by the first amendment to the development agreement, approved by Resolution No. 5062, approved July 21, 2020 (the “**DG Development Agreement**”), pursuant to which the CIC agreed to convey the Project Site and additional property to DG Development for development in consideration of the terms and conditions of the DG Development Agreement. DG Development intends to construct a mixed-use development on real property adjacent to the Project Site.

Q. The CIC, through Board Resolution [_____] dated _____, 2020, has approved entering into this Agreement.

STATEMENT OF AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged by the Parties, the City, the CIC and the Company hereby agree as follows:

ARTICLE I. **INCENTIVE AGREEMENTS AND TERM**

Section 1.01 Incorporation of Recitals. The above recitals are made a part of this Agreement.

Section 1.02 Incentive Agreements. In the event of any conflict or ambiguity between the terms of this Agreement and the terms of a specific Local Incentive agreement, the terms of the Local Incentive agreement shall prevail.

Section 1.03 Term. The term of this Agreement shall be for a period of thirty-two (32) years from the Effective Date, unless otherwise terminated as set forth herein (the “**Term**”).

ARTICLE II. **LOCAL INCENTIVES**

Section 2.01 Job Creation Incentive Agreement. The Parties agree to enter into the Job Creation Incentive Agreement, substantially in the form approved by Ordinance No. _____. As set forth in the Job Creation Incentive Agreement, the Company will receive a fifteen (15) year, thirty-five percent (35%) tax credit/grant calculated based on the local income tax withholdings to the City generated by the Project in the City. To receive the tax credit/grant, the Company must create and retain at least \$40,000,000 in payroll for the Project at the Project Site (the “**Brecksville Metric Commitments**”). The Company will be eligible for the tax credit/grant beginning the first full calendar year following the issuance of a certificate of occupancy for the Project. Beginning the first full calendar year beginning at least six months following receipt of a certificate of occupancy for the Project, the Parties have agreed, as set forth more fully in the Job Creation

Incentive Agreement, that in any year in which the Company fails to retain at least \$40,000,000 in payroll in the City, the Company will not receive a tax credit/grant award for that year. For each calendar year the Company exceeds \$55,760,000 in payroll subject to withholdings in the City, the tax credit/grant amount on the withholdings above the \$55,760,000 will receive a forty percent (40%) grant. As set forth in the Job Creation Incentive Agreement, the Company will provide an annual report to the City reflecting its progress towards achieving the Brecksville Metric Commitments. The Job Creation Incentive Agreement may contain further provisions for the terms and conditions of the tax credit/grant.

Section 2.02 TIF Agreement. The Parties agree to enter into the TIF Agreement, substantially in the form approved by Ordinance No. 5337, pursuant to which the Project will be subject to the Tax Exemptions approved by the TIF Ordinances pursuant to which the City will reimburse the Company from the TIF Funds for Qualifying Costs plus interest thereon for the Designated Improvements and Public Infrastructure Improvements and the School Districts will receive the amounts set forth in the Compensation Agreement.

Section 2.03 Parking Garage Support. The City and the Company will continue to work with one another to discuss options for parking. This Agreement does not itself bind the City or the Company to build a garage, build a garage open to the public, or to otherwise take action with respect to parking other than to continue discussions. The City is committed to working with the Company in good faith, and if requested by the Company, the City will issue debt or commit to an alternative financing structure to support a parking garage facility, provided that such debt shall be secured by and paid from the TIF Funds or other funds provided by the Company or other users of the garage. In addition, the City will use its best efforts to assist the Company in identifying additional parking facilities if required by the Company.

Section 2.04 DG Development Charge; Control of Land. The City and the CIC shall not require the Company to pay the forty-seven thousand dollars (\$47,000) “Per-Acre Transfer Amount” described in Section 3.2 of the DG Development Agreement (the “**DG Development Charge**”) in connection with the transfer of the Project Site to the Company pursuant to Section 2.14(d) hereof payable with respect to the Project Site. The City and the CIC shall thereafter look solely to DG Development or service payments in lieu of taxes from property other than the Project Site for payment of the DG Development Charge. The City, the CIC and DG Development have agreed to include the list of prohibited uses attached hereto as Exhibit C for the City’s Project Surrounding Area, any of which prohibited uses may be waived for a specific user by the Company in its sole discretion.

Section 2.05 I-77 Interchange Completion and Miller Road Improvements. The City has submitted the I-77 Interchange project for funding through the Ohio Department of Transportation, and the project has been selected, approved and funding is currently scheduled for a 2023 estimated completion date. The City will use its best efforts to work with the State to accelerate the I-77 Interchange project to meet a 2022 completion date. The City will use its own funding or TIF funding (not generated from the Project Site) should there be any shortfall in State funding of the I-77 Interchange project. In addition, the City acknowledges that the development of the Project will require certain upgrades to Miller Road, including, but not limited to, widening Miller Road (including the bridge over I-77) and the installation of a signalized full movement left turn lane across from SouthPoint Parkway. The City agrees to use its best efforts to facilitate any additional

improvements to Miller Road necessary or desirable to facilitate the Company's development of the Project. The City's financial obligation under this section shall not be required to exceed 50% of the improvement costs, currently estimated to be \$16,600,000 (if that amount remains accurate, the City's obligation will be limited to \$8,300,000).

Section 2.06 City Permit Fees Waived. The City will waive all City permit fees for the Project. The Company will only be required to reimburse the City for out of pocket costs incurred by the City for third-party engineering review, inspections and utility taps. The City will also use its best efforts to assist the Company if the Company elects to own its power infrastructure (with the Company responsible for the Company's on site infrastructure).

Section 2.07 Upgraded Fiber. The City confirms that Verizon Communications Inc. currently provides 5G capability to the Project Site, and Everstream Solutions, LLC's fiber optic network currently covers the boundaries of the Project Site along Brecksville Road and Miller Road. The City will use its best efforts to ensure the continuation of 5G capability to the Project Site and to support future technology upgrades for the Project Site.

Section 2.08 Public Transit Management. The City agrees to use its best efforts in working with the Greater Cleveland Regional Transit Authority ("GCRTA") to relocate bus stops to location(s) reasonably requested by the Company based on the main entrances to the Project Site.

Section 2.09 City Fire Department Partnership. The City's Fire Department will partner with the Company to manage safety and fire challenges associated with the Project. The City will work in good faith to establish a "mini" fire and police station into the mixed-used development near the Project Site or the City's Project Surrounding Area.

Section 2.10 Enhanced Signage Rights and Zoning. The City will support enhanced rights for the Company to have signage throughout the Project Site, including, but not limited to, signage on its building(s) as well as on monuments to the maximum extent within the law (including, but not limited to, along I-77). The City also agrees that the City and its staff will assist the Company by using its best efforts to support and obtain timely determinations of the Company's requests for zoning variances or approvals, applications for conditional use permits (including but not limited to light industrial use in conjunction with research and development activities), clarifications of zoning language, building and construction permits, and other entitlements to facilitate and expedite the development of the Project whether from the City staff, City Council, Planning Commission or other committees as well as to support any ballot initiatives of the Company to seek a change in zoning at the Project Site from a conditional use to a permitted use.

Section 2.11 City Roadwork Assistance. The City will support various roadwork initiatives to benefit the City and the Project. The City, working with the Ohio Development Services Agency ("ODSA") pursuant to the State's 629 roadwork grant program, and working with the County and the Company, agrees to support the Company in its reasonable roadwork requests, including but not limited to traffic signals, turn-lanes, site access, curb cuts, street and traffic reconfiguration, resurfacing roadways and creating and expanding sidewalks, among other agreed upon undertakings.

Section 2.12 Construction of Veterans' Memorial Park. In the Quitclaim Deed recorded on March 7, 2018 as Document Number 201803070569 conveying the Project Site (together with other real property) to the City, the City agreed to observe the terms of that certain Memorandum of Agreement, dated January 18, 2018, by and among the State of Ohio Historic Preservation Office, the City and the United States Department of Veterans Affairs (the "**Memorandum**"). Section I.A. of the Memorandum requires the City to construct a memorial park with flagpoles and a monument identifying the property as the former site of the Brecksville Veterans Administration Hospital, along with walking trails and certain other obligations specified in Section I.A. (collectively, the "**City VA Improvements**"). The City agrees that construction of the City VA Improvements are the sole responsibility of the City, and the City VA Improvements shall be approved in advance by the Company, with the City and the Company sharing a goal of appropriately honoring veterans and the legacy of the City in serving veterans.

Section 2.13 Project Manager. The City (and the CIC) shall designate an overall project manager who, upon request of the Company, shall assist the Company with the development of the Project Site. This project manager will be empowered by the City to coordinate any requests that the Company may have, including any request to convene meetings between representatives of the Company and its development teams and City, CIC or other local building, regulatory, and/or utilities officials to address any anticipated or emerging construction challenges, and facilitate the permitting and site development process within the statutory authority of the City.

Section 2.14 DG Development Agreement Matters.

a. The City and the CIC hereby waive any objections to changes or delays to the Project Development Schedule (as such term is defined in the DG Development Agreement), solely with respect to the development of the Project by the Company on the Project Site, that occur as a result of the Project and the matters associated with this Agreement.

b. The City and the CIC shall consider for approval (not to be unreasonably withheld) any Phase Development Plan (as such term is defined in the DG Development Agreement) proposed by the Company and approved by DG Development related to and consistent with the Project and the Project timeline as described in this Agreement, which commitment shall include expediting any review and approval process to the extent reasonably possible and supporting all applications before City review bodies. Any Phase Development Plan proposed by the Company shall only be required to include information typically required of other entities and any additional requirements set forth in the DG Development Agreement, including but not limited to Section 4.3.6 thereof, are hereby waived.

c. If requested by the Company and subject to the approval of DG Development, the CIC shall record a Declaration and any other instruments reasonably requested by the Company, all in form and substance acceptable to the Company in the Company's sole discretion, as referenced in Section 4.3.9 of the DG Development Agreement.

d. At the Company's option and with DG Development's consent, and notwithstanding Section 5.2 of the DG Development Agreement, the CIC shall convey the Project Site directly to the Company and shall perform all related actions otherwise owed to DG

Development or its affiliate pursuant to such conveyance. In the event this option is exercised, the Parties will work cooperatively to determine the process and procedure for such exercise.

e. The CIC waives any right under Section 5.5 of the DG Development Agreement to effect a CIC Land Conveyance (as such term is defined in the DG Development Agreement) with respect to any portion of the Project Site.

f. The City and the CIC acknowledge and agree that DG Development has completed all Demolition and Remediation Obligations (as such term is defined in the DG Development Agreement) and otherwise caused the Project Site to be in compliance with all applicable laws pursuant to the conditions of Section 8.1 of the DG Development Agreement. **[TO BE CONFIRMED PRIOR TO AGREEMENT EXECUTION]**

g. The City and the CIC shall provide the same commitment to cooperate with the Company with respect to the development of the Project on the Project Site as required to be provided to DG Developer under Section 11.1 of the DG Development Agreement.

h. The City and the CIC acknowledge and agree that there is no existing Developer Default (as such term is defined in the DG Development Agreement), nor are the City or the CIC aware of any existing condition that, with notice or the passage of time, would result in a Developer Default. The City and the CIC also acknowledge and agree that the consummation of the transactions contemplated by this Agreement would not result in a Developer Default.

**ARTICLE III.
INTENTIONALLY DELETED**

**ARTICLE IV.
COUNTY AND STATE INCENTIVES AND COOPERATION**

Section 4.01 Cooperation on County and State Incentives. The City and the CIC acknowledge that certain County and State incentives (collectively with the Local Incentives, the “**Project Incentives**”) may require the cooperation of the City, the CIC or either of them. During the Term, each of the City and CIC agrees to use its best efforts and take all actions reasonably required to enable the Company to secure the benefits of the Project Incentives.

Section 4.02 629 Roadwork Grant . Upon approval and receipt of funds from the State’s 629 roadwork grant, the City will use best efforts to construct the roadwork and other uses, if any, described in and under the terms and conditions specified in the applicable grant agreement. The City, as grantee of the 629 roadwork grant, agrees to cooperate with the Company and to support the Company by using its best efforts to implement the Company’s reasonable roadwork requests, including but not limited to traffic signals, site access, curb cuts, street and traffic reconfiguration, resurfacing roadways and expanding sidewalks, and other undertakings to be determined before or during construction.

ARTICLE V.
CONSTRUCTION OF THE PROJECT AT THE PROJECT SITE

Section 5.01 Construction of the Project and the Infrastructure Improvements. Subject to (i) all terms and conditions of this Agreement, and (ii) securing all required governmental approvals, including, but not limited to, zoning approvals, in form and substance satisfactory to the Company, the Company or its Affiliates or their successors or assigns shall construct and equip the Project at the Project Site. The total cost of the investments to be made in connection with the Project is estimated to include over \$250 million in improvements. Construction of the Project is expected to commence in within one year of the Effective Date of this Agreement, and the Project should be sufficiently complete to support operations by the end of the fourth quarter of 2025. The construction of the Project on the Project Site is expected to include the acquisition of land, stormwater management improvements, water and sewer lines and communication facilities, roadway and parking improvements, and gas and electric lines which are necessary for economic development purposes, for development of the Project Site and for public health, safety and welfare (the “**Company Public Improvements**”). The Parties agree that the City shall not be obligated to pay the costs of constructing the Company Public Improvements, provided that all such costs may be paid from Service Payments made available to the Company pursuant to the TIF Agreement.

Section 5.02 Entitlement to Develop. The City and the Company hereby acknowledge and agree that there are certain actions that have been or will be taken by the City (whether by city staff, any board or commission, or legislative body) to authorize the Project (the “**Project Approvals**”). The City certifies that, as of the Effective Date, subject to the Company’s compliance with the requirements of the Project Approvals, no rule, regulation, ordinance or official policy of the City (hereinafter the “**Applicable Rules**”) prohibits, prevents or encumbers the completion and occupancy of the Project in accordance with the uses, densities, designs, heights, set back requirements, signage regulations, permitted demolition and other development entitlements incorporated and agreed to herein or currently existing in the City’s rules, regulations and policies. The Company has the vested right to develop the Project, subject only to the terms and conditions of this Agreement and compliance with the Applicable Rules. The Company’s vested rights shall include, without limitation, the right to remodel, renovate, rehabilitate, rebuild, or replace the Project or any portion thereof (including without limitation the right to replenish equipment used in operating the Project) throughout the Term for any reason, including, without limitation, in the event of damage, destruction, or obsolescence of the Project or any portion thereof, subject to the Applicable Rules. To the extent that all or any portion of the Project is remodeled, renovated, rehabilitated, rebuilt, or replaced, the Company may locate that portion of the Project at any other location of the Project Site, subject to the Applicable Rules.

Section 5.03 Changes in Applicable Rules. No addition to, or modification of, the Applicable Rules including, without limitation, changes in the City’s comprehensive plan or any zoning or building regulation, adopted or effective after the Effective Date, shall be applied to the Project unless agreed to by the Parties. Notwithstanding the foregoing, the Company may, in its sole discretion, give the City written notice of its election to have any subsequent change in the Applicable Rules applied to all or any portion of the Project Site, in which case such subsequent change shall be deemed to be incorporated within the Applicable Rules with respect to such portion of the Project Site. In the event of any conflict or inconsistency between this Agreement and the

Applicable Rules, the provisions of this Agreement shall control. If applicable state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as necessary to comply with state or federal laws or regulations.

Section 5.04 Additional Permits.

a. Applicability. The City shall not require the Company to obtain any additional approvals or permits to develop the Project except as required by the Applicable Rules. The City shall not unreasonably withhold, condition or delay approval of any action requested by the Company with respect to the Project, provided that the Company reasonably and satisfactorily complies with all City-wide standard procedures, actions, payments of processing fees, and criteria generally required of developers by the City for processing requests for development similar in character to the Project.

b. Alternative Energy. The City acknowledges that the Company may explore options to use alternative energy sources to operate all or any portion of the Project. Such potential alternative energy sources include, without limitation, solar panels and geothermal cooling. The City confirms that none of the foregoing alternative energy sources are prohibited for use on the Project Site under the Applicable Rules.

c. Project Approvals. The Project Approvals are the only permits or approvals that the City has yet to grant as of the Effective Date but that will be required to complete the development and to operate the Project. Nothing herein prohibits the Company from seeking other or further reviews, permits or approvals as may be necessary or desirable, in the Company's sole discretion, in connection with the Project.

d. Telecommunications. The City further acknowledges that the construction and operation of essential components of the Project necessitate, or would be facilitated by, the acquisition by the Company or its Affiliates of, for instance, a fiber network and/or facilities supporting adequate cellular communications service.

e. Other Specialty Utility Requirements. The City acknowledges that the Company may have specialty utility needs at the Project Site, and the City agrees to provide the Company such permits, easements or other rights and privileges to access such requirements.

Section 5.05 Moratoria or Interim Control Ordinances. No ordinance, resolution, policy, or other measure enacted after the Effective Date and that relates directly or indirectly to the Project or to the rate, amount, timing, sequencing, or phasing of the development or construction of the Project shall apply to the Project Site or this Agreement, unless it: (i) is reasonably found by the City to be necessary to the public health and safety of the residents of the City, and (ii) is generally applicable on a Citywide basis (except in the event of natural disasters such as floods, earthquakes and similar disasters).

Section 5.06 Timeframes and Staffing for Processing and Review. The City shall expedite processing of all Project Approvals (including staff review and processing as well as actions by boards and commissions if any) and any other approvals or actions requested by the Company or otherwise required to develop and operate the Project as contemplated herein. The

City shall process all Project Approvals within ten (10) business days after it receives the application or formal request therefor; provided that such ten (10) business day period shall be tolled for any period when the City is awaiting revisions or additional information from the Company that is necessary for the City to process such applications. The City shall assign a dedicated building inspector promptly to perform review of any plans and all inspections required for the construction and occupancy of the Project.

Section 5.07 Other Governmental Approvals. The City shall support, assist and cooperate in good faith with the Company in connection with obtaining any (i) approvals and permits from other governmental or quasi-governmental agencies having jurisdiction over the Project Site as may be necessary or desirable in connection with developing and/or operating the Project in the manner contemplated under this Agreement and (ii) similar documents and instruments that may be required from third parties. If City action is required in connection with obtaining any such approvals and permits, the City shall take final action within ten (10) business days following its receipt of each complete application. This ten (10) business day period shall be tolled for any period in which the City is awaiting revisions or additional information from the Company that is necessary to complete the City process.

Section 5.08 Timing and Rate for Development. The Parties acknowledge that as of the Effective Date, the Company cannot predict if, when or at what rate development of the Project will occur. The timing and rate for development of the Project will depend upon numerous factors outside of the control of the Company, such as market orientation and demand, competition, availability of qualified laborers to construct, and/or weather conditions. The Company may develop the Project in such order and at such rate and times as the Company deems appropriate within the exercise of its sole and absolute discretion, subject to the Project Approvals. The City acknowledges that this right is consistent with the intent, purpose, and understanding of the Parties.

Section 5.09 Special Taxes and Assessments. The Company shall have the right, to the extent permitted by law, to protest, oppose, and vote against any and all special taxes, assessments, levies, charges, and/or fees imposed with respect to any assessment districts, infrastructure financing, or community facilities districts, community taxing districts, maintenance districts, or other similar districts. If the Company requests the formation of any such districts in connection with the Project, the City agrees to reasonably consider their formation.

Section 5.10 Grants of Easements.

a. Sanitary Sewer, Storm Drainage and Grading Easements. Upon request by the Company and presentation of site plans by the Company to the City and CIC, and subject to the terms and conditions set forth in this Agreement, the City and the CIC, as applicable, hereby agree to grant and convey to the Company and its successors and assigns, permanent, non-exclusive easements over the City's Project Surrounding Area as may be needed for the purposes of installing, repairing and maintaining upon City's Project Surrounding Area sanitary and storm drainage facilities located within the City's Project Surrounding Area. The location of such easements shall be mutually agreed by the City and Company (and the CIC with respect to real property owned by the CIC). The City and the CIC reserve the right to use the areas in which such easements are located for purposes which will not interfere with the Company's enjoyment of the rights granted hereunder.

b. Utility and Landscaping Easements. Upon request by the Company and presentation of site plans by the Company to the City and CIC, and subject to the terms and conditions set forth in this Agreement, the City and the CIC, as applicable, hereby agree to grant and convey to the Company, its successors and assigns, permanent, non-exclusive easements over the City's Project Surrounding Area for the purposes of constructing and maintaining the landscaping and for installing, repairing and maintaining upon the Project Site water, gas, electric, cable and similar utilities (the "**Utilities**"). The location of such easements shall be mutually agreed by the City and Company (and the CIC with respect to real property owned by the CIC) as necessary from time to time. The City and the CIC reserve the right to use the areas in which such easements are located for purposes which will not interfere with the Company's enjoyment of the rights granted hereunder.

c. Temporary Construction Easements. Subject to the terms and conditions set forth in this Agreement, the City and the CIC, as applicable, hereby agree to grant and convey to the Company and its successors and assigns, temporary, non-exclusive easements over the City's Project Surrounding Area for purposes of giving the Company an area in which to conduct construction activities necessary for the construction of the roadwork, the sanitary sewer and storm drainage facilities, the Utilities and the landscaping (the "**Temporary Construction Easements**"). The location of the Temporary Construction Easements shall be mutually agreed by the City and Company (and the CIC with respect to real property owned by the CIC) as necessary from time to time. The Temporary Construction Easements shall terminate upon the Company's completion of all construction activities. The City and the CIC each reserve the right to use the area of the Temporary Construction Easements for purposes which will not interfere with the Company's enjoyment of the rights granted hereunder.

Section 5.11 Assistance with Lot Reconfiguration or Consolidation. The City and CIC agree to cooperate with, and facilitate, any lot consolidations or reconfigurations reasonably requested by the Company.

Section 5.12 Public Services. The City will provide public services to the Project Site and the Company in same manner that those services are provided by the City to any other similarly situated recipient, including, but not limited to: (i) fire and EMS services; (ii) police services; and (iii) any other public services the City currently or hereafter provides to similarly situated recipients during the Term of the Agreement. During and after the construction of the Project, the City will use its best efforts to provide such enhanced police services as may be reasonably requested by the Company, at no charge to the Company, to ensure the public safety at and around the Project Site, including throughout the City's Project Surrounding Area.

Section 5.13 Improvements to the City's Project Surrounding Area. The City and CIC, as applicable hereby agree to consider the construction of any improvements on the City Project Surrounding Area reasonably requested by the Company in order to support development on the Project Site.

Section 5.14 Relocation of Existing East Sanitary Sewer. The City hereby agrees to release that certain Easement for Sanitary Sewer Line recorded on September 27, 1988 in Volume 88-5013, Page 47 of the Cuyahoga County Records (the "**Existing East Sewer Easement**"). Alternatively, the City and Company may execute an amendment to the Existing East Sewer

Easement which amends the description of the burdened property to a location acceptable to the Company in its sole discretion.

Section 5.15 Relocation of Existing West Sanitary Sewer. The City hereby agrees to release that certain Deed of Easement for a sanitary sewer line recorded on April 1, 1969 in Book 12507, Page 199 of the Cuyahoga County Records (the “**Existing West Sewer Easement**”). Alternatively, the City and Company may execute an amendment to the Existing West Sewer Easement which amends the description of the burdened property to a location acceptable to the Company in its sole discretion.

Section 5.16 Relocation of Water Main and Sanitary Sewer Easement. The City hereby agrees to release that certain Standard Easement for the Installation and Maintenance of a Water Main and Sanitary Sewer Line recorded on October 14, 1987 in Volume 87-7254, Page 66 of the Cuyahoga County Records (the “Existing Water and Sewer Easement”). Alternatively, the City and Company may execute an amendment to the Existing Water and Sewer Easement which amends the description of the burdened property to a location acceptable to the Company in its sole discretion.

ARTICLE VI.

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY

Section 6.01 General Representations of the Company. The Company hereby represents and warrants that at the time of the Company’s execution of this Agreement (i) the Company has the full power and authority to enter into this Agreement and to perform its obligations hereunder, (ii) this Agreement is a valid and binding obligation, enforceable against the Company in accordance with its terms, and (iii) the execution and delivery of this Agreement by the Company has been duly and validly authorized by all necessary corporate action on behalf of the Company.

Section 6.02 Outstanding Liabilities. The Company represents and warrants that, as of the date of execution of this Agreement, to the actual knowledge of the undersigned officer of the Company, the Company does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, unless such amounts owed are being contested in an administrative proceeding or a court of law.

Section 6.03 Falsification of Information. The Company represents and warrants that, to the best of the Company’s knowledge, as of the date of the execution of this Agreement by the Company, the Company has not knowingly made any material false statements to the City or the CIC concerning the Project or any economic development assistance related this Agreement.

Section 6.04 Non-Discrimination and Equal Employment. The Company will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, veteran status, disability or age. The Company shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, ancestry, veteran status, disability, or age.

Section 6.05 Sufficient Funding to Complete Project. The Company represents and warrants that the Company has obtained or will obtain sufficient funding, in addition to the financial benefit of the Project Incentives, but subject to the receipt of the Project Incentives, to complete the Project.

Section 6.06 Initiation of Operations and Maintenance of Existence, Operations and Assets. As of the Effective Date, the Company intends to acquire the Project Site and commence construction of the Project within one (1) year after the Effective Date and intends to complete the Project no later than December 31, 2025. The Company represents and agrees that it will commence construction within two (2) years after the Effective Date and, subject to Force Majeure, will complete the Project no later than December 31, 2027. The Company expects to initiate operations at the Project Site by no later than December 31, 2025, and, once initiated, shall maintain operations at the Project Site either (i) as required by and in accordance with the specific Local Incentive agreement; or, (ii) for those incentives without a written agreement, through the Term of this Agreement, during which the Company shall maintain operations in the City.

ARTICLE VII.
REPRESENTATIONS AND WARRANTIES OF THE CITY AND CIC

Section 7.01 General Representations of the City and the CIC. The City and CIC each hereby represents and warrants, on behalf of itself and not the other, that: (i) it has the full power and authority to enter into this Agreement and to perform its obligations hereunder and that this Agreement is a valid and binding obligation, enforceable against it in accordance with its terms, and (ii) the execution, delivery, and performance of this Agreement by it has been validly authorized by it and does not conflict with any other agreements entered into by it. The City's performance of its obligations that require payment by the City to third parties are subject to availability and appropriation of funds by City Council necessary for the performance of such obligations. Without limiting the generality of the foregoing, the City's obligations under Sections 2.05 and Section 2.12 are subject to finalization of costs for those improvements and sale of any City debt necessary to fund those improvements.

Section 7.02 Specific Representations of the City. The City hereby represents and warrants as follows:

- a. Electricity is available for the Project Site and sufficient for the Project Site's needs;
- b. Current permitted capacity for the Project Site is sufficient for the water system and sewer system for the Project;
- c. Current planned operations do not need any permits except the Project Approvals;
- d. The City will provide City services (trash removal, police, fire, ambulance (others) on a priority basis to the Project Site
- e. The City will maintain the City's Surrounding Project Area; and

- f. The City will not discriminate in any charges, fees or taxes against the Company or the Project.

ARTICLE VIII.
DEFAULT AND REMEDIES

Section 8.01 Default. A Party shall be in default of this Agreement if the Party fails to perform any material obligation under this Agreement and such failure continues uncured for more than thirty (30) days after receiving a written notice from any other Party of default (a “**Default Notice**”); *provided*, however, that if such default cannot be cured by the payment of money and a Party commences to cure such non-monetary default during such thirty (30) day period and is diligently and in good faith attempting to effect such cure, such thirty (30) day period shall be extended for such non-monetary default for sixty (60) additional days or such longer reasonable period of time as is necessary to complete curative actions (subject to Force Majeure). Any such default which continues uncured beyond the cure period above (as the same may be extended hereby) shall constitute an “**Event of Default.**”

Section 8.02 Remedies.

A. Default by the Company. Following an Event of Default by the Company, the City may immediately exercise one or more of the following non-exclusive remedies: (i) terminate this Agreement; or (ii) enforce its rights under a specific Local Incentive agreement. This section shall survive the termination of this Agreement. Notwithstanding the foregoing or anything otherwise herein or in any other agreement between the Parties to the contrary, so long as the Company achieves by no later than December 31, 2027 and continues to maintain at least \$40,000,000 in annual payroll and ninety percent (90%) of the total investment for the Project at the Project Site as set forth in Recital J, then the Company will be deemed to have completed the Project and be maintaining operations.

B. Default by the City or the CIC. Following an Event of Default by the City or the CIC the Company may immediately exercise one or more of the following non-exclusive remedies: (i) terminate this Agreement; (ii) recover all costs and expenses, including attorneys’ fees, incurred by the Company following the City’s or the CIC’s default to pursue any remedies hereunder, including, but not limited to, interest at six percent (6%) on the collection of any amounts due and owing under this Agreement; and (iii) pursue any other legal or equitable remedies the Company may have under this Agreement or applicable law.

C. Maximum Liability Amount. Notwithstanding anything to the contrary in this Agreement, neither the Company’s nor the City’s or the CIC’s net liability to the other Party under this Agreement shall exceed Ten Million and No/100 Dollars (\$10,000,000.00) (the “**Maximum Liability Amount**”). In no event will the Company be liable to the City or the CIC, nor the City or the CIC liable to the Company, for (i) any damages, liabilities, fees, costs, expenses, penalties, diminishment 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 or similar damages that may arise in connection with this Agreement.

Section 8.03 Effect of Force Majeure Event. A Party will not be deemed to be in breach of this Agreement to the extent a delay is the result of Force Majeure Event as defined herein. Each Party agrees to use commercially reasonable efforts to promptly resolve any Force Majeure Event that adversely and materially impacts the construction. A Force Majeure Event will toll a Party's performance obligation for the duration of the event but does not excuse it. A "**Force Majeure Event**" means any event or occurrence that is not within the reasonable control of a Party and prevents a Party performing an obligation hereunder, including without limitation, any act 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 any Party), civil disturbance, terrorist act, power outage, fire, flood, windstorm, hurricane, earthquake or other casualty; any law, order, regulation or other action of any governing authority, any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over a Party, over the Project, or over a Party's operations.

Section 8.04 Cross-Default. Nothing in this Agreement is intended to create a cross-default. If a Party is in default under one Incentive Agreement, it is not automatically an event of default under another Incentive Agreement.

ARTICLE IX.

MONITORING AND OVERSIGHT

Section 9.01 Annual Reports. For each year prior to the end of the Incentive Term of the Job Creation Incentive Agreement, the Company shall submit to the City an annual report, in a form attached hereto as Exhibit D, which shall specify the Company's progress towards achieving and maintaining the Brecksville Metric Commitments (the "**Annual Report**"). The Company shall file its Annual Report with the City no later than March 1st of each year during the Term for the prior calendar year. All reports shall be undertaken at the sole expense of the Company.

Section 9.02 Record Maintenance. Subject to Section 1.02, the Company shall establish and maintain for at least three (3) years Project records reasonably sufficient to document the Company's performance under this Agreement, including, but not limited to, financial reports, job creation and retention statistics, and all other information pertaining to the Company's performance of its obligations under this Agreement. If the Company has been informed in writing that any audit, dispute or litigation is then pending, then the Company shall maintain such records as may be relevant to such matter until it is finally resolved.

Section 9.03 Audit and Inspection. At any time during normal business hours and upon not less than thirty (30) days prior written notice, the Company shall make available to the City (and its agents who sign appropriate non-disclosure agreements with Company) the Project books and records reasonably sufficient to document the Company's performance under this Agreement which are in the possession or control of the Company, including, but not limited to, records evidencing employment at the Project Site. The City may review and audit such books and records, and any such and any such review and audit must: (i) not be unreasonably disruptive to the Company's business and take place at a mutually agreed time during the Company's normal business hours; (ii) not occur more than once during any 12-consecutive month period; (iii) be

completed within thirty (30) days from commencement; and (iv) not be engaged with a contingent-fee structure. In the event the examination reveals a deficiency or discrepancy, the Parties will cooperate in good faith to address and resolve such deficiency or discrepancy. The City will be solely responsible for its own costs of any audit it conducts. Information, documents and materials that do not constitute public records under the State's public records laws or may be exempted from disclosure under the State's public records laws reviewed or learned by the City in connection with any such audit shall be treated as confidential information of the Company and the City agree to maintain the confidentiality of such information to the maximum extent permitted by applicable law and will immediately notify the Company of any request for information about this Agreement or any other information about the Company. Information, documents and materials provided by the Company that constitute public records under the State's public record's laws shall be treated in accordance with State law. Notwithstanding the foregoing or any other provision of this Agreement, under this Agreement, the Company will not be required to disclose, permit the inspection of or examination of, or discuss, any document, information or other matter that is subject to attorney-client or similar privilege, employee privacy or constitutes attorney work product.

Section 9.04 Public Records. This Agreement is a public record subject to disclosure under the State's public records law and nothing in this Agreement shall be interpreted or construed to conflict with that law or the disclosure obligations thereunder. The City may disclose its records 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). With respect to any records consisting of documents delivered to the City by the Company and clearly marked "confidential" or "trade secret" by the Company, the City 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), and (ii) disclose only such information as is required by the governmental entity and/or the State public records law. 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. 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 or approved by the Company. 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.

ARTICLE X.

MISCELLANEOUS PROVISIONS

Section 10.01 Exclusions from Liability. The Parties acknowledge and agree that the City is not liable for the payment or performance of the County or State Incentives. The City agrees, however, to use its best efforts to support the Project, including the Project Incentives; provided, however, the City is not required to incur any liabilities or make any out of pocket payments in support of the Project except as provided in Sections 2.05 and Section 2.12, unless otherwise agreed by the City in writing.

Section 10.02 Indemnity. Except as otherwise specifically provided herein and except in cases in which the City is found to be grossly negligent, to have engaged in willful misconduct or engaged in criminal or unlawful activity, the Company agrees to indemnify and hold harmless the City and its directors, members, 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 of this Agreement. In connection therewith, the Company will reimburse the City for any judgments that result from the Company's breach that may be obtained against the City, and to reimburse the City for all reasonable out of pocket costs incurred by the City and its directors, members, employees and agents in defending against any such third party claims if called upon by the City to do so. In addition to the other limitations herein, the aggregate payments that may be due from the Company under this Section will not exceed the Maximum Liability Amount (defined herein). 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.

Section 10.03 Notices. Any notice or other communication required or permitted to be given to a Party under this Agreement shall be in writing and shall be given by one of the following methods to such Party at the address set forth below: (i) by prepaid registered or certified U.S. mail, return receipt requested; (ii) by hand delivery in person; or (iii) by a nationally recognized overnight courier. Any such notice shall be deemed to have been given upon receipt or refusal of receipt. Any Party may change its address for notice by giving written notice thereof to the other Parties, and unless and until such notice has been given, the notice address for each Party is as follows:

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

The City:

City of Brecksville

9069 Brecksville Road
Brecksville, Ohio 44141
Attention: Mayor

and

City of Brecksville
9069 Brecksville Road
Brecksville, Ohio 44141
Attention: Director of Law

The CIC:

Brecksville Community Improvement Corporation
9069 Brecksville Road
Brecksville, Ohio 44141
Attention: Matt Garito, President

and

Alan S. Ritchie, Esq.
3900 Key Center, 127 Public Square
Cleveland, Ohio 44114

Section 10.04 Governing Law. This Agreement is being executed and delivered in the State of Ohio and shall be construed and enforced in accordance with the laws of the State of Ohio.

Section 10.05 Venue and Jurisdiction. For all litigation, disputes and controversies which may arise out of or in connection with this Agreement, the undersigned irrevocably and unconditionally consent and agree to the venue and exclusive jurisdiction (unless the law otherwise requires) of the Court of Common Pleas of Cuyahoga County, Ohio.

Section 10.06 Entire Agreement. This Agreement, including its exhibits and documents incorporated by reference, constitutes the entire agreement and understanding of the Parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the Parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation will be deemed to affect or modify any of the terms or conditions of this Agreement.

Section 10.07 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid, legal, and enforceable under applicable law. If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability, while all other terms of this Agreement shall remain in full force and effect.

Section 10.08 No Third-Party Beneficiary. The Parties intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or

any individual or entity other than the Parties, or their respective successors and permitted assignees.

Section 10.09 Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, legal representatives, successors, and assigns. Except to an Affiliate or in connection with a merger, asset sale, combination or similar transaction, neither this Agreement nor any rights, duties, or obligations of the Company pursuant to this Agreement shall be assigned by the Company without the prior express written consent of the City and CIC. Such consent by the City and the CIC will not be unreasonably withheld or delayed, but the Parties agree that the agreements of the City and the CIC herein are made specifically to the Company based on its stature, history and the City's assessment of the Company's ability to perform its obligations hereunder, which the City and CIC can consider in determining whether consent to assignment is reasonable, as well as considering whether the proposed assignment relieves the Company of its obligations hereunder. In the event of an assignment, in whole or part, to one or more Affiliates, the assigning Company will provide written notice to the City and the CIC promptly after the assignment. Notwithstanding anything herein to the contrary, and without the assignment of this Agreement, the City and the CIC acknowledge and agree that the obligations of the Company hereunder may be performed by one or more of the Company's Affiliates, and the Company may cause one or more of its Affiliates to perform its obligations hereunder.

Section 10.10 Time of Essence. Time is of the essence in all respects of this Agreement. All dates set forth in this agreement may be extended by mutual agreement of the Parties, and time shall be of the essence with respect to such extension.

Section 10.11 Amendment. The terms and provisions of this Agreement may only be amended by a written agreement duly executed by the Parties.

Section 10.12 Headings. The section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement.

Section 10.13 Terminology. As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall be each deemed to include the other whenever the context so requires.

Section 10.14 Exhibits. The Exhibits identified in this Agreement are hereby incorporated into this Agreement by reference.

Section 10.15 Construction. The Parties agree that each Party and their respective counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafter shall not apply to the interpretation of this Agreement or any amendments or exhibits hereto.

Section 10.16 No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed or deemed to create a partnership or joint venture among the Parties or to render a Party liable for the debts or obligations of any other Party, except as otherwise expressly provided herein.

Section 10.17 No Personal Liability. No representation, warranty, covenant, agreement, obligation or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation, or stipulation of any present or future public official, officer, director, member, agent, or employee, as the case may be, of the City (or the CIC) or of the Company in an individual capacity, and to the extent authorized and permitted by applicable law, no official or officer executing this Agreement on behalf of any Party shall be liable personally under this Agreement.

Section 10.18 No Waiver. No delay or omission by any Party to exercise any right or power accruing upon any failure of performance by any other Party under the provisions of this Agreement shall impair any such right or power, or shall be construed to be a waiver thereof. Any waiver by a Party of any breach of the covenants, conditions or agreements herein to be performed by any other Party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenants, conditions, or agreements contained herein.

Section 10.19 Compliance with Laws. If the terms of this Agreement do not in any material respect comply with any present or future laws, ordinances or other regulations of any governmental authority with jurisdiction, then the Parties shall take such actions as are necessary to modify the terms of this Agreement such that the performance of this Agreement is in compliance with said laws, ordinances, and other regulations.

Section 10.20 Change of Law. In the event that any law, rule, or regulation applicable to this Agreement or the Company or any policy, decision or interpretation thereof at any time during the term of this Agreement is modified, issued, implemented or determined to prohibit, restrict or in any way materially change the terms of this Agreement to the detriment of the Company or the City, or by virtue of the existence of this Agreement has or will have a materially adverse effect on the ability of the Company to engage in commercial activity on terms at least as favorable to the Company as those reasonably attributable as of the date hereof (each of the foregoing hereinafter referred to as an “Adverse Change”), then the parties to this Agreement shall negotiate in good faith to amend this Agreement to minimum degree necessary in a manner consistent with such change and the intent of the parties.

Section 10.21 Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement will so survive and will benefit the Parties and their respective successors and permitted assigns.

Section 10.22 Duly Authorized. By their execution of this Agreement, the Parties certify that this Agreement has been duly authorized and executed.

Section 10.23 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts. Each counterpart shall be deemed an original, and the counterparts together shall constitute one and the same instrument. Signatures transmitted by facsimile or electronic means are deemed to be original signatures.

Section 10.24 Contact Persons. The initial dedicated point-of-contacts for the Parties to ensure that the obligations set forth in this Agreement are implemented, documented, and achieved are as follows:

The Company:

The City:

The CIC:

Any Party may change its dedicated point-of-contact at any time by providing written notice to the other Parties.

[SIGNATURES ON FOLLOWING PAGE]

Each of the Parties has caused this Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

THE SHERWIN-WILLIAMS COMPANY

By: _____

Name: _____

Its: _____

CITY OF BRECKSVILLE, OHIO,
an Ohio municipal corporation

By: _____
Name: _____
Its: _____

Approved as to form:

Name: David J. Matty, Law Director

BRECKSVILLE COMMUNITY IMPROVEMENT CORPORATION,
an Ohio non-profit corporation

By: _____
Name: _____
Its: _____

EXHIBIT A DESCRIPTION OF THE PROJECT SITE

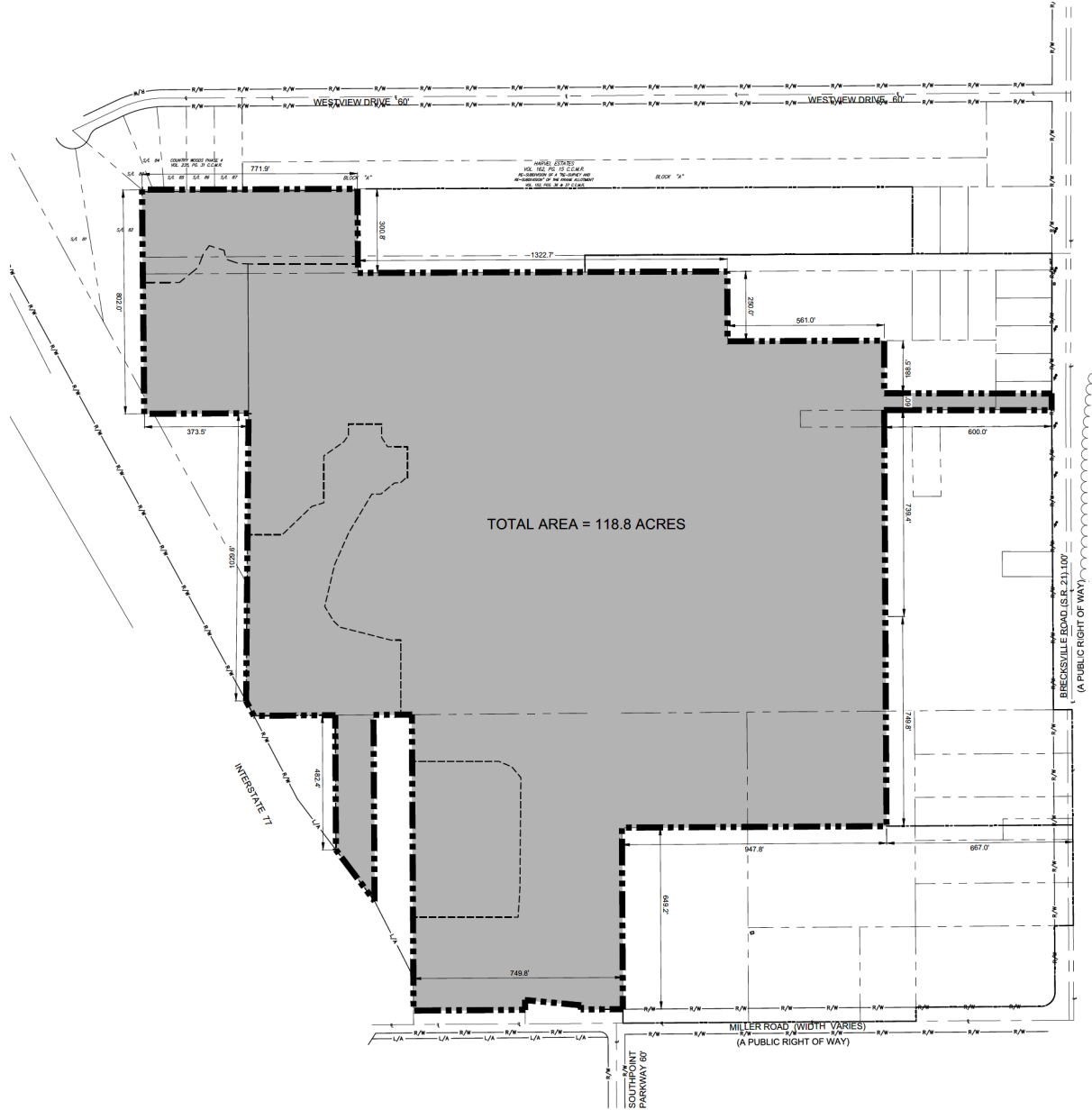


EXHIBIT B

CITY'S PROJECT SURROUNDING AREA

Miller Road, Brecksville Road and any CIC or City owned parcels immediately around or near the Project Site, including but not limited to any property included in the DG Development Agreement.

EXHIBIT C

LIST OF PROHIBITED USES

- i. A paint, wall covering or floor covering store;
- ii. An individual retail store that exceeds 40,000 square feet of floor area, whether in one building or more than one building;
- iii. Gambling;
- iv. Check cashing;
- v. Adult clubs or stores or establishments selling, exhibiting or distributing pornographic or obscene materials;
- vi. Pawn shop, gun shop, tattoo and/or piercing parlor;
- vii. Massage parlor (excluding retail chain massage parlors with accompanying day spa such as Massage Envy, etc.);
- viii. Cannabis or other drug dispensary (excluding retail chain pharmacies such as CVS, Walgreens, etc.);
- ix. So called "head shop";
- x. Church or other place of religious worship;
- xi. A limited service, select service or extended-stay hotel or motel (as those terms are commonly referred to in the hospitality industry by Marriott, Hilton, Starwood, Hyatt and similar hotel flags);
- xii. Billiard parlor, video arcade or other unsupervised arcade or game room;
- xiii. Bowling alley or skating rink (excluding a bowling alley/restaurant/bar type concept similar to Pinstripes);
- xiv. Catering or banquet hall (except as an ancillary use in a permitted hotel);
- xv. Night club;
- xvi. Funeral parlor;
- xvii. Flea market, second hand or surplus store;
- xviii. Mobile home park or trailer court;
- xix. A facility which accepts any dumping, disposing, incineration or reduction of garbage (exclusively of appropriate screened dumpsters or trash compactors);
- xx. Auction operation or a facility which conducts fire sale, going out of business or bankruptcy sales;
- xxi. A central laundry or dry cleaning plant or laundromat (except this prohibition shall not be applicable to a retail dry cleaner providing solely for the pickup and delivery by a retail customer, including nominal supporting facilities or on-site hotel);
- xxii. An automobile, truck, trailer or recreational vehicle sales, leasing, display, servicing or repair, or car wash (excluding a car wash attached to a gas station);
- xxiii. A veterinary hospital or animal boarding facility;
- xxiv. A heavy manufacturing facility; or
- xxv. A storage area for assembling, distilling, refining, smelting, agriculture or mining operation, junk yard.

EXHIBIT D

ANNUAL REPORT FORM

ANNUAL REPORT FORM

Each Annual Report shall provide information for the applicable reporting period detailing the progress of the Project, and Metric Commitments to date. Annual Reports shall be submitted by the Company for each calendar year (or part of a year) during the Term of this Agreement, beginning with the report for the 2021 calendar year due no later than March 1, 2022 and each Annual Report shall be received by the City no later than March 1 following the calendar year covered by such Annual Report.

Total Fixed Asset Investment Made to Date:	\$ _____
Estimated R&D Completion Percentage:	_____ %
[Estimated] Completion Date:	
Date of Certificate of Occupancy:	__ / __ / 202__
Number of Company/Affiliate Employee Hours Worked During Prior Year within City:	
Number of Company/Affiliate FTE During Prior Year within City:	
Total Company/Affiliate Employee Payroll During Prior Year within City:	
Total Company/Affiliate Employee Payroll Withholding Taxes Paid to City During Prior Year:	