

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D. C. 20549**

FORM 10-Q

(Mark One)

☒ **Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.**

For the Period Ended September 30, 2018

or

☐ **Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.**

For the transition period from _____ to _____

Commission file number 1-04851

THE SHERWIN-WILLIAMS COMPANY

(Exact name of registrant as specified in its charter)

OHIO

**(State or other jurisdiction of
incorporation or organization)**

**101 West Prospect Avenue,
Cleveland, Ohio**

(Address of principal executive offices)

34-0526850

**(I.R.S. Employer
Identification No.)**

44115-1075

(Zip Code)

(216) 566-2000

(Registrant's telephone number including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒

Accelerated filer ☐

Non-accelerated filer ☐

Smaller reporting company ☐

Emerging growth company ☐

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practical date.

Common Stock, \$1.00 Par Value – 93,626,317 shares as of September 30, 2018 .

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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

THE SHERWIN-WILLIAMS COMPANY AND SUBSIDIARIES STATEMENTS OF CONSOLIDATED INCOME (UNAUDITED)

Thousands of dollars, except per share data

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Net sales	\$ 4,731,470	\$ 4,507,020	\$ 13,470,272	\$ 11,004,224
Cost of goods sold	2,721,066	2,605,193	7,734,393	6,024,727
Gross profit	2,010,404	1,901,827	5,735,879	4,979,497
Percent to net sales	42.5%	42.2%	42.6%	45.3%
Selling, general and administrative expenses	1,273,066	1,307,402	3,795,492	3,472,202
Percent to net sales	26.9%	29.0%	28.2%	31.6%
Other general expense - net	11,526	4,109	41,495	6,160
Amortization	80,077	83,711	239,019	118,799
Interest expense	92,281	91,593	277,335	174,017
Interest and net investment income	(555)	(2,448)	(2,732)	(6,819)
California litigation expense	136,333		136,333	
Other expense (income) - net	1,723	(10,262)	(8,688)	(28,192)
Income from continuing operations before income taxes	415,953	427,722	1,257,625	1,243,330
Income taxes	61,926	111,116	249,867	326,921
Net income from continuing operations	354,027	316,606	1,007,758	916,409
Loss from discontinued operations (see Note 4)				
Income taxes				41,540
Net loss from discontinued operations	—	—	—	(41,540)
Net income	\$ 354,027	\$ 316,606	\$ 1,007,758	\$ 874,869
Basic net income per common share				
Continuing operations	\$ 3.80	\$ 3.40	\$ 10.82	\$ 9.88
Discontinued operations	—	—	—	(.45)
Net income per common share	\$ 3.80	\$ 3.40	\$ 10.82	\$ 9.43
Diluted net income per common share				
Continuing operations	\$ 3.72	\$ 3.33	\$ 10.59	\$ 9.67
Discontinued operations	—	—	—	(.44)
Net income per common share	\$ 3.72	\$ 3.33	\$ 10.59	\$ 9.23
Average shares outstanding - basic	93,099,714	92,988,118	93,121,900	92,793,275
Average shares and equivalents outstanding - diluted	95,135,257	95,207,884	95,170,768	94,817,669

See notes to condensed consolidated financial statements.

THE SHERWIN-WILLIAMS COMPANY AND SUBSIDIARIES
STATEMENTS OF CONSOLIDATED COMPREHENSIVE INCOME (UNAUDITED)

Thousands of dollars

	Three Months Ended		Nine Months Ended	
	September 30,		September 30,	
	2018	2017	2018	2017
Net income	\$ 354,027	\$ 316,606	\$ 1,007,758	\$ 874,869
Other comprehensive income (loss), net of tax:				
Foreign currency translation adjustments	(66,366)	68,024	(218,662)	119,274
Pension and other postretirement benefit adjustments:				
Amounts reclassified from Other comprehensive (loss) income ⁽¹⁾	(492)	409	(557)	794
	(492)	409	(557)	794
Unrealized net gains (losses) on available-for-sale securities:				
Amounts recognized in Other comprehensive (loss) income ⁽²⁾		643		1,513
Amounts reclassified from Other comprehensive (loss) income ⁽³⁾		(852)	(2,320)	(844)
	—	(209)	(2,320)	669
Unrealized net gains on cash flow hedges:				
Amounts recognized in Other comprehensive (loss) income ⁽⁴⁾				(30,754)
Amounts reclassified from Other comprehensive (loss) income ⁽⁵⁾	(1,289)	(1,289)	(4,187)	(1,933)
	(1,289)	(1,289)	(4,187)	(32,687)
Other comprehensive (loss) income	(68,147)	66,935	(225,726)	88,050
Comprehensive income	\$ 285,880	\$ 383,541	\$ 782,032	\$ 962,919

⁽¹⁾ Net of taxes of \$(220) and \$(104) in the three months ended September 30, 2018 and 2017 , respectively. Net of taxes of \$285 and \$(299) in the nine months ended September 30, 2018 and 2017 , respectively.

⁽²⁾ Net of taxes of \$(394) in the three months ended September 30, 2017 . Net of taxes of \$(931) in the nine months ended September 30, 2017 .

⁽³⁾ Net of taxes of \$523 in the three months ended September 30, 2017 . Net of taxes of \$760 and \$518 in the nine months ended September 30, 2018 and 2017 , respectively.

⁽⁴⁾ Net of taxes of \$18,895 in the nine months ended September 30, 2017 .

⁽⁵⁾ Net of taxes of \$791 and \$792 in the three months ended September 30, 2018 and 2017 , respectively. Net of taxes of \$1,986 and \$1,188 in the nine months ended September 30, 2018 and 2017 , respectively.

See notes to condensed consolidated financial statements.

THE SHERWIN-WILLIAMS COMPANY AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS (UNAUDITED)

Thousands of dollars

	September 30, 2018	December 31, 2017	September 30, 2017
Assets			
Current assets:			
Cash and cash equivalents	\$ 181,511	\$ 204,213	\$ 207,937
Accounts receivable, less allowance	2,584,280	2,104,555	2,426,222
Inventories:			
Finished goods	1,428,599	1,415,339	1,333,798
Work in process and raw materials	432,729	386,036	370,415
	1,861,328	1,801,375	1,704,213
Other current assets	410,913	355,697	345,532
Total current assets	5,038,032	4,465,840	4,683,904
Property, plant and equipment:			
Land	249,787	254,676	252,832
Buildings	955,203	962,094	992,862
Machinery and equipment	2,623,884	2,572,963	2,642,019
Construction in progress	143,955	177,056	149,927
	3,972,829	3,966,789	4,037,640
Less allowances for depreciation	2,206,475	2,089,674	2,142,091
	1,766,354	1,877,115	1,895,549
Goodwill	6,963,198	6,814,345	6,915,028
Intangible assets	5,289,986	6,002,361	6,471,527
Deferred pension assets	305,979	296,743	224,330
Other assets	617,147	502,023	589,319
Total assets	\$ 19,980,696	\$ 19,958,427	\$ 20,779,657
Liabilities and Shareholders' Equity			
Current liabilities:			
Short-term borrowings	\$ 650,134	\$ 633,731	\$ 164,133
Accounts payable	2,165,724	1,791,552	1,832,434
Compensation and taxes withheld	500,248	508,166	500,977
Accrued taxes	98,632	79,901	280,854
Current portion of long-term debt	310,561	1,179	701,419
California litigation accrual	136,333		
Other accruals	980,433	972,651	891,844
Total current liabilities	4,842,065	3,987,180	4,371,661
Long-term debt	8,710,831	9,885,745	10,083,828
Postretirement benefits other than pensions	277,857	274,675	262,543
Deferred income taxes	1,371,162	1,434,196	2,611,065
Other long-term liabilities	803,942	684,443	709,571
Shareholders' equity:			
Common stock—\$1.00 par value:			
93,626,317, 93,883,645 and 93,513,916 shares outstanding			
at September 30, 2018, December 31, 2017 and September 30, 2017, re spectively	118,282	117,561	117,189
Other capital	2,851,983	2,723,183	2,654,176
Retained earnings	6,270,757	5,502,730	4,685,313
Treasury stock, at cost	(4,655,587)	(4,266,416)	(4,263,388)
Cumulative other comprehensive loss	(610,596)	(384,870)	(452,301)
Total shareholders' equity	3,974,839	3,692,188	2,740,989
Total liabilities and shareholders' equity	\$ 19,980,696	\$ 19,958,427	\$ 20,779,657

See notes to condensed consolidated financial statements.

THE SHERWIN-WILLIAMS COMPANY AND SUBSIDIARIES
CONDENSED STATEMENTS OF CONSOLIDATED CASH FLOWS (UNAUDITED)

Thousands of dollars

	Nine Months Ended	
	September 30, 2018	September 30, 2017
OPERATING ACTIVITIES		
Net income	\$ 1,007,758	\$ 874,869
Adjustments to reconcile net income to net operating cash:		
Loss from discontinued operations	—	41,540
Depreciation	211,514	162,214
Amortization of intangible assets	239,019	118,799
Amortization of inventory purchase accounting adjustments	—	114,025
Stock-based compensation expense	53,132	59,146
Amortization of credit facility and debt issuance costs	9,512	5,969
Provisions for qualified exit costs	13,103	32,416
Provisions for environmental-related matters	34,317	5,812
Defined benefit pension plans net cost	(3,079)	15,246
Net change in postretirement liability	996	(7,422)
Deferred income taxes	1,484	—
Other	18,967	93
Change in working capital accounts - net	(81,600)	(163,513)
Costs incurred for environmental-related matters	(13,991)	(8,254)
Costs incurred for qualified exit costs	(19,595)	(26,925)
Other	(40,322)	34,817
Net operating cash	1,431,215	1,258,832
INVESTING ACTIVITIES		
Capital expenditures	(166,184)	(143,406)
Acquisitions of businesses, net of cash acquired and divestiture (see Note 4)	—	(8,810,314)
Proceeds from sale of assets	38,354	39,528
Decrease in other investments	12,552	3,499
Net investing cash	(115,278)	(8,910,693)
FINANCING ACTIVITIES		
Net increase (decrease) in short-term borrowings	23,389	(113,942)
Proceeds from long-term debt	—	8,269,930
Payments of long-term debt	(851,977)	(951,253)
Payments for credit facility and debt issuance costs	(5,135)	(49,022)
Payments of cash dividends	(242,539)	(239,016)
Proceeds from stock options exercised	74,285	93,791
Treasury stock purchased	(368,334)	—
Other	44,825	(20,434)
Net financing cash	(1,325,486)	6,990,054
Effect of exchange rate changes on cash	(13,153)	(20,049)
Net decrease in cash and cash equivalents	(22,702)	(681,856)
Cash and cash equivalents at beginning of year	204,213	889,793
Cash and cash equivalents at end of period	\$ 181,511	\$ 207,937
Income taxes paid	\$ 236,586	\$ 403,495
Interest paid	245,734	88,776

See notes to condensed consolidated financial statements.

THE SHERWIN-WILLIAMS COMPANY AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

Periods ended September 30, 2018 and 2017

NOTE 1—BASIS OF PRESENTATION

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles (GAAP) for interim financial information and the instructions to Form 10-Q. Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included.

There have been no significant changes in critical accounting policies since December 31, 2017, except as described in Note 2. Accounting estimates were revised as necessary during the first nine months of 2018 based on new information and changes in facts and circumstances. Certain amounts in the 2017 condensed consolidated financial statements have been reclassified to conform to the 2018 presentation. See Note 2.

The Company primarily uses the last-in, first-out (LIFO) method of valuing inventory. An actual valuation of inventory under the LIFO method can be made only at the end of each year based on the inventory levels and costs at that time. Accordingly, interim LIFO calculations are based on management's estimates of expected year-end inventory levels and costs are subject to the final year-end LIFO inventory valuation. In addition, interim inventory levels include management's estimates of annual inventory losses due to shrinkage and other factors. For further information on inventory valuations and other matters, refer to the consolidated financial statements and footnotes thereto included in the Company's Form 10-K for the year ended December 31, 2017.

The consolidated results for the three and nine months ended September 30, 2018 are not necessarily indicative of the results to be expected for the year ending December 31, 2018.

NOTE 2—RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

Adopted in 2018

Effective January 1, 2018, the Company adopted Accounting Standards Update (ASU) No. 2014-09, "Revenue from Contracts with Customers," and all the related amendments (Accounting Standards Codification (ASC) 606). ASC 606 consists of a comprehensive revenue recognition standard, which requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which the entity expects to be entitled. The Company adopted the standard using the modified retrospective method and applied it to all contracts. Under the modified retrospective method, the comparative periods are not restated.

The only significant change that resulted from the new revenue standard was that certain advertising support that was previously classified as Selling, general and administrative expenses is now classified as a reduction of revenue. This reclassification had no effect on Net income, and therefore, there was no adjustment to the opening balance of retained earnings. During the nine months ended September 30, 2018, this change resulted in \$87.2 million within Consumer Brands Group being recorded as a reduction of Net sales rather than in Selling, general and administrative expenses. The Company does not expect the adoption of the new revenue standard to have a material impact on its Net income on an ongoing basis. Refer to Note 3 for additional information.

Effective January 1, 2018, the Company adopted ASU No. 2017-07, "Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Costs." The standard requires the service component of pension and other postretirement benefit expense to be presented in the same income statement lines as other employee compensation costs, and the other components to be presented outside of operating income. The guidance on the presentation of components of pension and other postretirement benefit expense was adopted retrospectively, as required, and the practical expedient allowing estimates for comparative periods using the information previously disclosed in the pension and other postretirement benefit plan note was elected. The following table summarizes the impact of the standard for the nine months ended September 30, 2018 and 2017.

(Thousands of dollars)

	Nine Months Ended September 30, 2018		Nine Months Ended September 30, 2017		
	Impact of ASU 2017-07	As Reported	As Previously Reported (Without Adoption of ASU 2017-07)	Reclass for ASU 2017-07	As Reported in 2018
Cost of goods sold	\$ 2,270	\$ 7,734,393	\$ 6,021,752	\$ 2,975	\$ 6,024,727
Selling, general and administrative expenses	9,079	3,795,492	3,461,788	10,414	3,472,202
Other expense (income) - net	(11,349)	(8,688)	(14,803)	(13,389)	(28,192)

Effective January 1, 2018, the Company adopted ASU No. 2016-01, "Recognition and Measurement of Financial Assets and Financial Liabilities," which amends the guidance for certain aspects of recognition, measurement and disclosure of financial instruments. As a result of this standard, changes in fair value of available-for-sale marketable securities that were previously recognized in other comprehensive income are now recognized in earnings. In addition, in accordance with the guidance, the Company reclassified its opening unrealized gains balance of \$2.3 million to Retained earnings. The adoption of this standard did not have a significant impact on the Company's results of operations, financial condition or liquidity.

Not Yet Adopted

In February 2018, the FASB issued ASU No. 2018-02, "Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income." This ASU allows a reclassification from accumulated other comprehensive income to retained earnings stranded tax effects resulting from the Tax Cuts and Jobs Act. The ASU is effective for fiscal years beginning after December 15, 2018, and early adoption is permitted. The Company is evaluating the potential impact of the standard.

In February 2016, the FASB issued ASU No. 2016-02, "Leases," which consists of a comprehensive lease accounting standard. Under the new standard, assets and liabilities arising from most leases will be recognized on the balance sheet. Leases will be classified as either operating or financing, and the lease classification will determine whether expense is recognized on a straight-line basis (operating leases) or based on an effective interest method (financing leases). The new standard is effective for interim and annual periods starting in 2019. A modified retrospective transition approach is required with certain practical expedients available. In July 2018, the FASB issued ASU No. 2018-11, "Leases: Targeted Improvements," which provides an optional transition method that allows entities to initially apply the new lease standard at the adoption date and recognize a cumulative-effect adjustment to the opening balance of retained earnings in the period of adoption. The Company has made significant progress with its assessment process and anticipates this standard will have a material impact on its consolidated balance sheet. While the Company continues to assess all potential impacts of the standard, it currently believes the most significant impact relates to recording lease assets and related liabilities on the balance sheet for its retail operations in The Americas Group. The Company plans to use the optional transition method and apply the lease standard as of January 1, 2019 and does not anticipate a material cumulative-effect adjustment to the opening balance of retained earnings.

NOTE 3 — REVENUE

The Company manufactures and sells paint, stains, supplies, equipment and floor covering through Company-owned stores, branded and private label products through retailers, and a broad range of industrial coatings directly to global manufacturing customers through company-operated branches. A large portion of the Company's revenue is recognized at a point in time and made to customers who are not engaged in a long-term supply agreement or any form of contract with the Company. These sales are paid for at the time of sale in cash, credit card, or may be on account with the vast majority of customers having terms between 30 and 60 days, not to exceed one year. Many customers who purchase on account take advantage of early payment discounts offered by paying within 30 days of being invoiced. The Company estimates variable consideration or performs a constraint analysis for these sales on the basis of both historical information and current trends to estimate the expected amount of discounts to which customers are likely to be entitled.

The remaining revenue is governed by long-term supply agreements and related purchase orders ("contracts") that specify shipping terms and aspects of the transaction price including rebates, discounts and other sales incentives, such as advertising support. Contracts are at standalone pricing. The performance obligation in these contracts is determined by each of the

individual purchase orders and the respective stated quantities, with revenue being recognized at a point in time when obligations under the terms of the agreement are satisfied. This generally occurs with the transfer of control of our products to the customer. Sales, value add, and other taxes we collect concurrent with revenue-producing activities are excluded from revenue.

Refer to Note 14 for the Company's disaggregation of Net sales by reportable segment. As the reportable segments are aligned by similar economic factors, trends and customers, this disaggregation best depicts how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors.

The Company has made payments or credits for rebates or incentives at the beginning of a long-term contract where future revenue is expected and before satisfaction of performance obligations. Under these circumstances, the Company recognizes a contract asset and amortizes these prepayments over the expected benefit life of the long-term contract typically on a straight-line basis. Management judgment is required when estimating sales-based variable consideration, determining whether it is constrained, measuring obligations for returns, refunds, and determining amortization periods for prepayments.

The majority of variable consideration in the Company's contracts include a form of volume rebate, discounts, and other incentives, where the customer receives a retrospective percentage rebate based on the amount of their purchases. In these situations, the rebates are accrued as a fixed percentage of sales and recorded as a reduction of net sales until paid to the customer per the terms of the supply agreement. Forms of variable consideration such as tiered rebates, whereby a customer receives a retrospective price decrease dependent on the volume of their purchases, are calculated using a forecasted percentage to determine the most likely amount to accrue. Management creates a baseline calculation using historical sales and then utilizing forecast information, estimates the anticipated sales volume each quarter to calculate the expected reduction to sales. The remainder of the transaction price is fixed as agreed upon with the customer, limiting estimation of revenues including constraints.

The Company's Accounts receivable and current and long-term contract assets and liabilities are summarized in the following table.

(Thousands of dollars)

	Accounts Receivable, Less Allowance	Contract Assets (Current)	Contract Assets (Long-Term)	Contract Liabilities (Current)	Contract Liabilities (Long-Term)
Balance at January 1, 2018	\$ 2,104,555	\$ 33,031	\$ 135,150	\$ 208,909	\$ 8,745
Balance at September 30, 2018	2,584,280	59,872	172,912	245,803	8,745

The difference between the opening and closing balances of the Company's contract assets and contract liabilities primarily results from the timing difference between the Company's performance and the customer's payment.

Provisions for estimated returns are established and the expected costs continue to be recognized as contra-revenue per ASC 606 when the products are sold. The Company only offers an assurance type warranty on products sold, and there is no material service to the customer beyond fixing defects that existed at the time of sale and no warranties are sold separately. Warranty liabilities are excluded from the table above and discussed in Note 6. Amounts reclassified during the quarter from deferred liabilities to Revenue were not material. The Company records a right of return liability within each of its operations to accrue for expected customer returns. Historical actual returns are used to estimate future returns as a percentage of current sales. Obligations for returns and refunds were not material individually or in the aggregate.

NOTE 4 — ACQUISITIONS

On June 1, 2017, the Company completed the acquisition of The Valspar Corporation (Valspar) at \$113 per share in an all cash transaction for a total purchase price of \$8.9 billion, net of divestiture proceeds of \$431.0 million (Acquisition). On April 11, 2017, the Company and Valspar entered into a definitive agreement with Axalta Coating Systems Ltd. to divest the assets related to Valspar's North American industrial wood coatings business. The divestiture was also completed on June 1, 2017, and is reported as a discontinued operation with no pre-tax gain or loss but includes the tax expense effect of this separate transaction. Proceeds of \$431.0 million were received for the divested assets sold. The divestiture resulted in a tax provision of \$41.5 million, which reduced basic and diluted net income per common share for the nine months ended September 30, 2017 by \$.45 and \$.44, respectively. The Acquisition expanded the Company's diversified array of brands and technologies, expanded its global platform and added new capabilities in its packaging and coil businesses. See Note 2 to the Consolidated Financial Statements in the Company's Annual Report on Form 10-K for the year ended December 31, 2017 for additional information.

The preliminary and final allocation of the fair value of the Acquisition is summarized in the following table. The allocation of the fair value is based on the acquisition method of accounting and third-party valuation appraisals.

(Millions of dollars)

	Preliminary Allocation (as reported at March 31, 2018)	Measurement Period Adjustments	Final Allocation (as reported at June 30, 2018)
Cash	\$ 129.1	\$ —	\$ 129.1
Accounts receivable	817.5	—	817.5
Inventories	684.4	—	684.4
Indefinite-lived trademarks	775.9	(161.6)	614.3
Finite-lived intangible assets	5,071.8	(148.9)	4,922.9
Goodwill	5,654.4	234.4	5,888.8
Property, plant and equipment	841.0	(0.3)	840.7
All other assets	231.3	3.8	235.1
Accounts payable	(553.2)	—	(553.2)
Long-term debt	(1,603.5)	—	(1,603.5)
Deferred taxes	(2,015.3)	99.4	(1,915.9)
All other liabilities	(1,094.0)	(26.8)	(1,120.8)
Total	\$ 8,939.4	\$ —	\$ 8,939.4
Total, net of cash	\$ 8,810.3	\$ —	\$ 8,810.3

Finite-lived intangible assets include customer relationships of \$3.2 billion and intellectual property and technology of \$1.7 billion, which are being amortized over weighted average amortization periods ranging from 15 to 20 years. The measurement period adjustments for finite-lived intangible assets resulted in a \$7.7 million reduction of amortization expense in the second quarter of 2018 that related to prior periods (\$5.4 million for the year ended December 31, 2017 and \$2.3 million for the three months ended March 31, 2018). Goodwill of \$2.0 billion, \$1.1 billion, and \$2.8 billion was recorded in The Americas Group, Consumer Brands Group, and Performance Coatings Group, respectively, and relates primarily to expected synergies.

The results of operations for Valspar are included in the Company's consolidated financial statements from the date of acquisition. Net income for the three and nine months ended September 30, 2018 included Acquisition-related costs and purchase accounting amortization impacts of \$111.7 million and \$346.9 million, respectively, and Acquisition-related interest expense of \$66.6 million and \$204.4 million, respectively. Net income from continuing operations for the three and nine months ended September 30, 2017 included Acquisition-related costs of \$192.5 million and \$286.5 million, respectively, and Acquisition-related interest expense of \$70.8 million and \$112.2 million, respectively.

The following pro forma information presents consolidated financial information as if Valspar had been acquired at the beginning of 2016. Pro forma adjustments have been made to exclude Valspar's divested North American industrial wood coatings business results. Interest expense has been adjusted as though total debt related to the Acquisition had been outstanding at January 1, 2016. Amortization of acquired intangibles and fixed asset and inventory step-ups has been adjusted as though the amortization period started January 1, 2016. The unaudited pro forma consolidated financial information does not necessarily

reflect the actual results that would have occurred had the Acquisition taken place on January 1, 2016, nor is it meant to be indicative of future results of operations of the combined companies under the ownership and operation of the Company.

(Thousands of dollars except per share data)	Three Months Ended September 30,	Nine Months Ended September 30,
	2017	2017
Net sales	\$ 4,507,020	\$ 12,655,349
Net income from continuing operations	370,915	907,069
Net income per common share from continuing operations:		
Basic	\$ 3.99	\$ 9.78
Diluted	\$ 3.90	\$ 9.57

NOTE 5—SHAREHOLDERS' EQUITY

Dividends paid on common stock during each of the first three quarters of 2018 and 2017 were \$.86 per common share and \$.85 per common share, respectively.

The following tables summarize the changes in the components of Shareholders' Equity for the three months ended September 30, 2018 and 2017 .

(Thousands of dollars except per share data)

	Common Stock	Other Capital	Retained Earnings	Treasury Stock	Cumulative Other Comprehensive Loss	Total
Balance at June 30, 2018	\$ 117,964	\$ 2,795,196	\$ 5,997,628	\$ (4,621,250)	\$ (542,449)	\$ 3,747,089
Net income			354,027			354,027
Other comprehensive loss					(68,147)	(68,147)
Treasury stock purchased				(34,179)		(34,179)
Stock-based compensation activity	318	56,904		(158)		57,064
Other adjustments		(117)				(117)
Cash dividends			(80,898)			(80,898)
Balance at September 30, 2018	<u>\$ 118,282</u>	<u>\$ 2,851,983</u>	<u>\$ 6,270,757</u>	<u>\$ (4,655,587)</u>	<u>\$ (610,596)</u>	<u>\$ 3,974,839</u>

(Thousands of dollars except per share data)

	Common Stock	Other Capital	Retained Earnings	Treasury Stock	Cumulative Other Comprehensive Loss	Total
Balance at June 30, 2017	\$ 117,071	\$ 2,606,757	\$ 4,448,788	\$ (4,262,120)	\$ (519,236)	\$ 2,391,260
Net income			316,606			316,606
Other comprehensive income					66,935	66,935
Stock-based compensation activity	118	47,419		(1,267)		46,270
Other adjustments			1	(1)		—
Cash dividends			(80,082)			(80,082)
Balance at September 30, 2017	<u>\$ 117,189</u>	<u>\$ 2,654,176</u>	<u>\$ 4,685,313</u>	<u>\$ (4,263,388)</u>	<u>\$ (452,301)</u>	<u>\$ 2,740,989</u>

The following tables summarize the changes in the components of Shareholders' equity for the nine months ended September 30, 2018 and 2017 .

(Thousands of dollars except per share data)

	Common Stock	Other Capital	Retained Earnings	Treasury Stock	Cumulative Other Comprehensive Loss	Total
Balance at December 31, 2017	\$ 117,561	\$ 2,723,183	\$ 5,502,730	\$ (4,266,416)	\$ (384,870)	\$ 3,692,188
Net income			1,007,758			1,007,758
Other comprehensive loss					(225,726)	(225,726)
Adjustment to initially apply ASU 2016-01			2,320			2,320
Treasury stock purchased				(368,334)		(368,334)
Stock-based compensation activity	721	126,659		(20,837)		106,543
Other adjustments		2,141	488			2,629
Cash dividends			(242,539)			(242,539)
Balance at September 30, 2018	\$ 118,282	\$ 2,851,983	\$ 6,270,757	\$ (4,655,587)	\$ (610,596)	\$ 3,974,839

(Thousands of dollars except per share data)

	Common Stock	Other Capital	Retained Earnings	Treasury Stock	Cumulative Other Comprehensive Loss	Total
Balance at December 31, 2016	\$ 116,563	\$ 2,488,564	\$ 4,049,497	\$ (4,235,832)	\$ (540,351)	\$ 1,878,441
Net income			874,869			874,869
Other comprehensive income					88,050	88,050
Stock-based compensation activity	626	165,612		(27,531)		138,707
Other adjustments			(37)	(25)		(62)
Cash dividends			(239,016)			(239,016)
Balance at September 30, 2017	\$ 117,189	\$ 2,654,176	\$ 4,685,313	\$ (4,263,388)	\$ (452,301)	\$ 2,740,989

NOTE 6—PRODUCT WARRANTIES

Changes in the Company's accrual for product warranty claims during the first nine months of 2018 and 2017 , including customer satisfaction settlements, were as follows:

(Thousands of dollars)

	2018	2017
Balance at January 1	\$ 151,425	\$ 34,419
Charges to expense	22,148	27,802
Settlements	(39,933)	(41,408)
Acquisition, divestiture and other adjustments	(66,236)	107,321
Balance at September 30	\$ 67,404	\$ 128,134

Warranty accruals acquired in connection with the Acquisition include warranties for certain products under extended furniture protection plans. In the U.S., revenue related to furniture protection plans is deferred and recognized over the life of the contract. The furniture protection plan business was divested during the third quarter ended September 30, 2018 for an immaterial amount that approximated net book value.

For further details on the Company's accrual for product warranty claims, see Note 1 to the Consolidated Financial Statements in the Company's Annual Report on Form 10-K for the year ended December 31, 2017 .

NOTE 7—EXIT OR DISPOSAL ACTIVITIES

Liabilities associated with exit or disposal activities are recognized as incurred in accordance with the Exit or Disposal Cost Obligations Topic of the ASC. Qualified exit costs primarily include post-closure rent expenses, incremental post-closure costs and costs of employee terminations. Adjustments may be made to liabilities accrued for qualified exit costs if information becomes available upon which more accurate amounts can be reasonably estimated. Concurrently, property, plant and equipment is tested for impairment in accordance with the Property, Plant and Equipment Topic of the ASC, and if impairment exists, the carrying value of the related assets is reduced to estimated fair value. Additional impairment may be recorded for subsequent revisions in estimated fair value.

In the nine months ended September 30, 2018, twelve stores in The Americas Group and nine branches in the Performance Coatings Group were closed due to lower demand or redundancy. The Company continues to evaluate all legacy operations in response to the Acquisition in order to optimize restructured operations. These Acquisition-related restructuring charges to date are recorded in the Administrative segment as presented in the table below. The following table summarizes the activity and remaining liabilities associated with qualified exit costs at September 30, 2018 :

(Thousands of dollars)

Exit Plan	Balance at December 31, 2017	Provisions in Cost of Goods Sold or SG&A	Actual Expenditures Charged to Accrual	Balance at September 30, 2018
Administrative segment Acquisition-related restructuring:				
Severance and related costs	\$ 6,019	\$ 10,842	\$ (15,311)	\$ 1,550
Other qualified exit costs	5,541		(2,864)	2,677
Performance Coatings Group facilities shutdown in 2018:				
Severance and related costs		13	(1)	12
Other qualified exit costs		1,587	(114)	1,473
Performance Coatings Group branches shutdown in 2017:				
Severance and related costs	14	291	(183)	122
Other qualified exit costs	121	370	(229)	262
Consumer Brands Group facilities shutdown in 2016:				
Severance and related costs	21		(21)	
Performance Coatings Group branches shutdown in 2016:				
Other qualified exit costs	111		(61)	50
Severance and other qualified exit costs for facilities shutdown prior to 2016	1,558		(811)	747
Totals	\$ 13,385	\$ 13,103	\$ (19,595)	\$ 6,893

For further details on the Company's exit or disposal activities, see Note 5 to the Consolidated Financial Statements in the Company's Annual Report on Form 10-K for the year ended December 31, 2017.

NOTE 8 — HEALTH CARE, PENSION AND OTHER BENEFITS

Shown below are the components of the Company's net periodic benefit (credit) cost for domestic defined benefit pension plans, foreign defined benefit pension plans and postretirement benefits other than pensions:

(Thousands of dollars)	Domestic Defined Benefit Pension Plans		Foreign Defined Benefit Pension Plans		Postretirement Benefits Other than Pensions	
	2018	2017	2018	2017	2018	2017
Three Months Ended September 30:						
Net periodic benefit (credit) cost:						
Service cost	\$ 1,158	\$ 5,356	\$ 2,016	\$ 2,050	\$ 499	\$ 524
Interest cost	8,541	8,734	2,352	2,242	2,545	2,755
Expected return on assets	(14,383)	(13,351)	(2,685)	(2,488)		
Recognition of:						
Unrecognized prior service cost	407	341			(1,643)	(1,645)
Unrecognized actuarial loss		1,334	383	474	581	8
Net periodic benefit (credit) cost	\$ (4,277)	\$ 2,414	\$ 2,066	\$ 2,278	\$ 1,982	\$ 1,642
Nine Months Ended September 30:						
Net periodic benefit (credit) cost:						
Service cost	\$ 6,673	\$ 16,128	\$ 6,048	\$ 6,255	\$ 1,496	\$ 1,538
Interest cost	25,233	22,335	7,055	5,744	7,634	7,991
Expected return on assets	(43,199)	(34,959)	(8,055)	(6,260)		
Recognition of:						
Unrecognized prior service cost	1,192	1,022			(4,927)	(4,935)
Unrecognized actuarial loss		4,657	1,149	324	1,744	24
Ongoing pension (credit) cost	(10,101)	9,183	6,197	6,063	5,947	4,618
Settlements and curtailments	825					(9,332)
Net periodic benefit (credit) cost	\$ (9,276)	\$ 9,183	\$ 6,197	\$ 6,063	\$ 5,947	\$ (4,714)

Service cost is recorded in Cost of goods sold and Selling, general and administrative expenses. All other components are recorded in Other expense (income) - net. See Note 2 for information on the adoption of ASU No. 2017-07.

During the first quarter of 2018, the Company's domestic defined benefit plan was split into two separate overfunded plans: one that will continue to operate (Ongoing Plan) and one that will be terminated (Terminating Plan). The Terminating Plan was frozen as of March 31, 2018, which resulted in a curtailment expense. During the second quarter of 2018, the Terminating Plan was terminated. The Company expects to settle the related liabilities through a combination of (i) lump sum payments to eligible participants who elect to receive them and (ii) the purchase of annuity contracts for participants who either do not elect lump sums or are already receiving benefit payments. The lump sum payments are expected to be paid in December 2018, and the annuity contracts are expected to be purchased in 2019. The Company's settlement obligation will depend on the nature of participant settlements and the prevailing market conditions. The Company currently expects the total settlement charge to be between \$41 million and \$61 million, with approximately \$20 million to be recognized during the fourth quarter of 2018 and the remainder to be recognized in 2019. It is possible the Company could ultimately incur settlement charges outside of this estimated range as a result of unforeseen changes in prevailing market conditions. The Company will use any remaining overfunded cash surplus balances to fund replacement plan contributions.

The settlement gain recognized in the nine months ended September 30, 2017 relates to the termination of a life insurance benefit plan during the second quarter of 2017.

For further details on the Company's health care, pension and other benefits, see Note 6 to the Consolidated Financial Statements in the Company's Annual Report on Form 10-K for the year ended December 31, 2017.

NOTE 9—OTHER LONG-TERM LIABILITIES

The Company initially provides for estimated costs of environmental-related activities relating to its past operations and third party sites for which commitments or clean-up plans have been developed and when such costs can be reasonably estimated based on industry standards and professional judgment. These estimated costs are determined based on currently available facts regarding each site. If the best estimate of costs can only be identified as a range and no specific amount within that range can be determined more likely than any other amount within the range, the minimum of the range is provided. At September 30, 2018, the unaccrued maximum of the estimated range of possible outcomes is \$99.6 million higher than the minimum.

The Company continuously assesses its potential liability for investigation and remediation-related activities and adjusts its environmental-related accruals as information becomes available upon which more accurate costs can be reasonably estimated and as additional accounting guidelines are issued. Actual costs incurred may vary from these estimates due to the inherent uncertainties involved including, among others, the number and financial condition of parties involved with respect to any given site, the volumetric contribution which may be attributed to the Company relative to that attributed to other parties, the nature and magnitude of the wastes involved, the various technologies that can be used for remediation and the determination of acceptable remediation with respect to a particular site.

Included in Other long-term liabilities at September 30, 2018 and 2017 were accruals for extended environmental-related activities of \$209.9 million and \$162.9 million, respectively. Estimated costs of current investigation and remediation activities of \$27.0 million and \$32.6 million are included in Other accruals at September 30, 2018 and 2017, respectively.

Four of the Company's currently and formerly owned manufacturing sites account for the majority of the accrual for environmental-related activities and the unaccrued maximum of the estimated range of possible outcomes at September 30, 2018. At September 30, 2018, \$188.2 million, or 79.4 percent of the total accrual, related directly to these four sites. In the aggregate unaccrued maximum of \$99.6 million at September 30, 2018, \$82.2 million, or 82.5 percent, related to the four manufacturing sites. While environmental investigations and remedial actions are in different stages at these sites, additional investigations, remedial actions and monitoring will likely be required at each site.

Management cannot presently estimate the ultimate potential loss contingencies related to these sites or other less significant sites until such time as a substantial portion of the investigation at the sites is completed and remedial action plans are developed. In the event any future loss contingency significantly exceeds the current amount accrued, the recording of the ultimate liability may result in a material impact on net income for the annual or interim period during which the additional costs are accrued. Management does not believe that any potential liability ultimately attributed to the Company for its environmental-related matters will have a material adverse effect on the Company's financial condition, liquidity, or cash flow due to the extended period of time during which environmental investigation and remediation takes place. An estimate of the potential impact on the Company's operations cannot be made due to the aforementioned uncertainties.

Management expects these contingent environmental-related liabilities to be resolved over an extended period of time. Management is unable to provide a more specific time frame due to the indefinite amount of time to conduct investigation activities at any site, the indefinite amount of time to obtain environmental agency approval, as necessary, with respect to investigation and remediation activities, and the indefinite amount of time necessary to conduct remediation activities.

For further details on the Company's Other long-term liabilities, see Note 8 to the Consolidated Financial Statements in the Company's Annual Report on Form 10-K for the year ended December 31, 2017.

NOTE 10 – LITIGATION

In the course of its business, the Company is subject to a variety of claims and lawsuits, including, but not limited to, litigation relating to product liability and warranty, personal injury, environmental, intellectual property, commercial, contractual and antitrust claims that are inherently subject to many uncertainties regarding the possibility of a loss to the Company. These uncertainties will ultimately be resolved when one or more future events occur or fail to occur confirming the incurrence of a liability or the reduction of a liability. In accordance with the Contingencies Topic of the ASC, the Company accrues for these contingencies by a charge to income when it is both probable that one or more future events will occur confirming the fact of a loss and the amount of the loss can be reasonably estimated. In the event that the Company's loss contingency is ultimately determined to be significantly higher than currently accrued, the recording of the additional liability may result in a material impact on the Company's results of operations, liquidity or financial condition for the annual or interim period during which such additional liability is accrued. In those cases where no accrual is recorded because it is not probable that a liability has been incurred and the amount of any such loss cannot be reasonably estimated, any potential liability ultimately determined to be attributable to the Company may result in a material impact on the Company's results of operations, liquidity or financial condition for the annual or interim period during which such liability is accrued. In those cases where no accrual is recorded or

exposure to loss exists in excess of the amount accrued, the Contingencies Topic of the ASC requires disclosure of the contingency when there is a reasonable possibility that a loss or additional loss may have been incurred.

Lead pigment and lead-based paint litigation. The Company's past operations included the manufacture and sale of lead pigments and lead-based paints. The Company, along with other companies, is and has been a defendant in a number of legal proceedings, including individual personal injury actions, purported class actions, and actions brought by various counties, cities, school districts and other government-related entities, arising from the manufacture and sale of lead pigments and lead-based paints. The plaintiffs' claims have been based upon various legal theories, including negligence, strict liability, breach of warranty, negligent misrepresentations and omissions, fraudulent misrepresentations and omissions, concert of action, civil conspiracy, violations of unfair trade practice and consumer protection laws, enterprise liability, market share liability, public nuisance, unjust enrichment and other theories. The plaintiffs seek various damages and relief, including personal injury and property damage, costs relating to the detection and abatement of lead-based paint from buildings, costs associated with a public education campaign, medical monitoring costs and others. The Company has also been a defendant in legal proceedings arising from the manufacture and sale of non-lead-based paints that seek recovery based upon various legal theories, including the failure to adequately warn of potential exposure to lead during surface preparation when using non-lead-based paint on surfaces previously painted with lead-based paint. The Company believes that the litigation brought to date is without merit or subject to meritorious defenses and is vigorously defending such litigation. The Company has not settled any material lead pigment or lead-based paint litigation. The Company expects that additional lead pigment and lead-based paint litigation may be filed against the Company in the future asserting similar or different legal theories and seeking similar or different types of damages and relief.

Notwithstanding the Company's views on the merits, litigation is inherently subject to many uncertainties, and the Company ultimately may not prevail. Adverse court rulings or determinations of liability, among other factors, could affect the lead pigment and lead-based paint litigation against the Company and encourage an increase in the number and nature of future claims and proceedings. In addition, from time to time, various legislation and administrative regulations have been enacted, promulgated or proposed to impose obligations on present and former manufacturers of lead pigments and lead-based paints respecting asserted health concerns associated with such products or to overturn the effect of court decisions in which the Company and other manufacturers have been successful.

Due to the uncertainties involved, management is unable to predict the outcome of the lead pigment and lead-based paint litigation, the number or nature of possible future claims and proceedings or the effect that any legislation and/or administrative regulations may have on the litigation or against the Company. In addition, management cannot reasonably determine the scope or amount of the potential costs and liabilities related to such litigation, or resulting from any such legislation and regulations. Except with respect to the litigation in California discussed below, the Company has not accrued any amounts for such litigation, the Company does not believe it is probable that a loss has occurred, and the Company believes it is not possible to estimate the range of potential losses as there is no substantive information upon which an estimate could be based. In addition, any potential liability that may result from any changes to legislation and regulations cannot reasonably be estimated. In the event any significant liability is determined to be attributable to the Company relating to such litigation or any such liability is higher than any amount currently accrued for such litigation, the recording of the liability may result in a material impact on net income for the annual or interim period during which such liability is accrued. Additionally, due to the uncertainties associated with the amount of any such liability and/or the nature of any other remedy which may be imposed in such litigation, any potential liability determined to be attributable to the Company arising out of such litigation may have a material adverse effect on the Company's results of operations, liquidity or financial condition. An estimate of the potential impact on the Company's results of operations, liquidity or financial condition cannot be made due to the aforementioned uncertainties.

Public nuisance claim litigation. The Company and other companies are or were defendants in legal proceedings seeking recovery based on public nuisance liability theories, among other theories, brought by the State of Rhode Island, the City of St. Louis, Missouri, various cities and counties in the State of New Jersey, various cities in the State of Ohio and the State of Ohio, the City of Chicago, Illinois, the City of Milwaukee, Wisconsin and the County of Santa Clara, California and other public entities in the State of California. Except for the Santa Clara County, California proceeding, all of these legal proceedings have been concluded in favor of the Company and other defendants at various stages in the proceedings.

The proceedings initiated by the State of Rhode Island included two jury trials. At the conclusion of the second trial, the jury returned a verdict finding that (i) the cumulative presence of lead pigment in paints and coatings on buildings in the State of Rhode Island constitutes a public nuisance, (ii) the Company, along with two other defendants, caused or substantially contributed to the creation of the public nuisance and (iii) the Company and two other defendants should be ordered to abate the public nuisance. The Company and two other defendants appealed and, on July 1, 2008, the Rhode Island Supreme Court, among other determinations, reversed the judgment of abatement with respect to the Company and two other defendants. The Rhode Island Supreme Court's decision reversed the public nuisance liability judgment against the Company on the basis that the complaint failed to state a public nuisance claim as a matter of law.

The Santa Clara County, California proceeding was initiated in March 2000 in the Superior Court of the State of California, County of Santa Clara. In the original complaint, the plaintiffs asserted various claims including fraud and concealment, strict product liability/failure to warn, strict product liability/design defect, negligence, negligent breach of a special duty, public nuisance, private nuisance, and violations of California's Business and Professions Code. A number of the asserted claims were resolved in favor of the defendants through pre-trial proceedings. The named plaintiffs in the Fourth Amended Complaint, filed on March 16, 2011, are the Counties of Santa Clara, Alameda, Los Angeles, Monterey, San Mateo, Solano and Ventura, the Cities of Oakland and San Diego and the City and County of San Francisco. The Fourth Amended Complaint asserted a sole claim for public nuisance, alleging that the presence of lead pigments for use in paint and coatings in, on and around residences in the plaintiffs' jurisdictions constitutes a public nuisance. The plaintiffs sought the abatement of the alleged public nuisance that exists within the plaintiffs' jurisdictions. A trial commenced on July 15, 2013 and ended on August 22, 2013. The court entered final judgment on January 27, 2014, finding in favor of the plaintiffs and against the Company and two other defendants (ConAgra Grocery Products Company and NL Industries, Inc.). The final judgment held the Company jointly and severally liable with the other two defendants to pay \$1.15 billion into a fund to abate the public nuisance. The Company strongly disagrees with the judgment.

On February 18, 2014, the Company filed a motion for new trial and a motion to vacate the judgment. The court denied these motions on March 24, 2014. On March 28, 2014, the Company filed a notice of appeal to the Sixth District Court of Appeal for the State of California. Oral argument before the Sixth District Court of Appeal was held on August 24, 2017. On November 14, 2017, the Sixth District Court of Appeal entered its decision, which affirmed the trial court's judgment of liability with respect to residences built before 1951 and reversed and vacated the trial court's judgment with respect to residences built after 1950. The Sixth District Court of Appeal directed the trial court to: (i) recalculate the amount of the abatement fund to limit the fund to the amount necessary to cover the cost of inspecting and remediating pre-1951 residences; and (ii) hold an evidentiary hearing to appoint a suitable receiver. On November 29, 2017, the Company and the two other defendants filed separate Petitions for Rehearing, which the Sixth District Court of Appeal denied on December 6, 2017. The Sixth District Court of Appeal's decision became final on December 14, 2017. On December 22, 2017, the Company and the two other defendants submitted separate Petitions for Review to the California Supreme Court. On February 14, 2018, the California Supreme Court issued an order denying the Petitions for Review.

On April 17, 2018, the parties filed their briefs with the trial court regarding the recalculation of the amount of the abatement fund. The plaintiffs proposed \$730.0 million as the amount of the abatement fund, and the Company and the other two defendants jointly proposed a maximum amount of no more than \$409.1 million. On August 17, 2018, the trial court held a hearing regarding the recalculation of the amount of the abatement fund. On September 4, 2018, the trial court ruled that the amount of the abatement fund is \$409.1 million. On May 17, 2018, NL Industries filed a Motion for Good Faith Settlement, which the Company and ConAgra opposed. The trial court held a hearing on NL Industries' Motion for Good Faith Settlement on July 12, 2018 and subsequently denied NL Industries' Motion. On July 16, 2018, the Company filed a Petition for Writ of Certiorari with the Supreme Court of the United States seeking discretionary review. On October 15, 2018, the Supreme Court of the United States denied the Company's Petition for Writ of Certiorari.

Although the Company believes it is probable that a loss has occurred, the ultimate amount of such loss and the timing of any payments remains uncertain and could change in the future due to the numerous possible outcomes and uncertainties, including, but not limited to, (i) the final amount of the abatement fund that will be paid, particularly because participation in the abatement program by eligible homeowners is voluntary and it is uncertain what percentage of eligible homeowners will participate or how claims will be administered, and (ii) the portion of the abatement fund for which the Company, the two other defendants and others are determined to be responsible. However, the Company has accrued \$136.3 million as of September 30, 2018 for this litigation, which is one-third of the amount of the abatement fund. It is possible that the Company may change the amount accrued for this litigation based on the facts and circumstances. Because of joint and several liability, it is possible the Company could ultimately be liable for the total amount of the abatement fund. In the event any liability is higher than any amount currently accrued for such litigation, the recording of any liability may result in a material impact on the Company's results of operations, liquidity or financial condition for the annual or interim period during which such liability is accrued.

Litigation seeking damages from alleged personal injury. The Company and other companies are defendants in a number of legal proceedings seeking monetary damages and other relief from alleged personal injuries. These proceedings include claims by children allegedly injured from ingestion of lead pigment or lead-containing paint and claims for damages allegedly incurred by the children's parents or guardians. These proceedings generally seek compensatory and punitive damages, and seek other relief including medical monitoring costs. These proceedings include purported claims by individuals, groups of individuals and class actions.

The plaintiff in *Thomas v. Lead Industries Association, et al.*, initiated an action in state court against the Company, other alleged former lead pigment manufacturers and the Lead Industries Association in September 1999. The claims against the Company and the other defendants included strict liability, negligence, negligent misrepresentation and omissions, fraudulent

misrepresentation and omissions, concert of action, civil conspiracy and enterprise liability. Implicit within these claims is the theory of “risk contribution” liability (Wisconsin’s theory which is similar to market share liability, except that liability can be joint and several) due to the plaintiff’s inability to identify the manufacturer of any product that allegedly injured the plaintiff. The case ultimately proceeded to trial and, on November 5, 2007, the jury returned a defense verdict, finding that the plaintiff had ingested white lead carbonate, but was not brain damaged or injured as a result. The plaintiff appealed and, on December 16, 2010, the Wisconsin Court of Appeals affirmed the final judgment in favor of the Company and other defendants.

Wisconsin is the only jurisdiction to date to apply a theory of liability with respect to alleged personal injury (i.e., risk contribution/market share liability) that does not require the plaintiff to identify the manufacturer of the product that allegedly injured the plaintiff in the lead pigment and lead-based paint litigation. Although the risk contribution liability theory was applied during the Thomas trial, the constitutionality of this theory as applied to the lead pigment cases has not been judicially determined by the Wisconsin state courts. However, in an unrelated action filed in the United States District Court for the Eastern District of Wisconsin, *Gibson v. American Cyanamid, et al.*, on November 15, 2010, the District Court held that Wisconsin’s risk contribution theory as applied in that case violated the defendants’ right to substantive due process and is unconstitutionally retroactive. The District Court’s decision in *Gibson v. American Cyanamid, et al.*, was appealed by the plaintiff to the United States Court of Appeals for the Seventh Circuit. On July 24, 2014, the United States Court of Appeals for the Seventh Circuit reversed the judgment and remanded the case back to the District Court for further proceedings. On January 16, 2015, the defendants filed a petition for certiorari in the United States Supreme Court seeking that Court’s review of the Seventh Circuit’s decision, and on May 18, 2015, the United States Supreme Court denied the defendants’ petition. The case is currently pending in the District Court. Three cases also are pending in the United States District Court for the Eastern District of Wisconsin (*Ravon Owens v. American Cyanamid, et al.*, *Cesar Sifuentes v. American Cyanamid, et al.*, and *Glenn Burton, Jr. v. American Cyanamid, et al.*) in which the Court has ruled on some dispositive motions and other dispositive motions are currently pending. The Court has not set trial dates in any of these three cases. In *Maniya Allen, et al. v. American Cyanamid, et al.*, also pending in the United States District Court for the Eastern District of Wisconsin, cases involving six of the 146 plaintiffs were selected for discovery. In *Dijonae Trammell, et al. v. American Cyanamid, et al.*, also pending in the United States District Court for the Eastern District of Wisconsin, discovery for one of the three plaintiffs was consolidated with the six Allen cases referenced above. The parties have selected four of the cases to proceed to expert discovery and to prepare for trial. No dates for expert discovery, pretrial dispositive motions or trial have been set by the District Court in the Allen and Trammell cases.

Insurance coverage litigation. The Company and its liability insurers, including certain underwriters at Lloyd’s of London, initiated legal proceedings against each other to primarily determine, among other things, whether the costs and liabilities associated with the abatement of lead pigment are covered under certain insurance policies issued to the Company. The Company’s action, filed on March 3, 2006 in the Common Pleas Court, Cuyahoga County, Ohio, is currently stayed and inactive. The liability insurers’ action, which was filed on February 23, 2006 in the Supreme Court of the State of New York, County of New York, has been dismissed. An ultimate loss in the insurance coverage litigation would mean that insurance proceeds could be unavailable under the policies at issue to mitigate any ultimate abatement related costs and liabilities. The Company has not recorded any assets related to these insurance policies or otherwise assumed that proceeds from these insurance policies would be received in estimating any contingent liability accrual. Therefore, an ultimate loss in the insurance coverage litigation without a determination of liability against the Company in the lead pigment or lead-based paint litigation will have no impact on the Company’s results of operation, liquidity or financial condition. As previously stated, however, except with respect to the litigation in California discussed above, the Company has not accrued any amounts for the lead pigment or lead-based paint litigation and any significant liability ultimately determined to be attributable to the Company relating to such litigation may result in a material impact on the Company’s results of operations, liquidity or financial condition for the annual or interim period during which such liability is accrued.

NOTE 11—OTHER

Other general expense - net

Included in Other general expense - net were the following:

(Thousands of dollars)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Provisions for environmental matters - net	\$ 2,299	\$ 4,183	\$ 34,317	\$ 5,812
Loss (gain) on sale or disposition of assets	9,227	(74)	7,178	348
Total	\$ 11,526	\$ 4,109	\$ 41,495	\$ 6,160

Provisions for environmental matters - net represent site-specific increases or decreases to environmental-related accruals as information becomes available upon which more accurate costs can be reasonably estimated and as additional accounting guidelines are issued. Environmental-related accruals are not recorded net of insurance proceeds in accordance with the Offsetting Subtopic of the Balance Sheet Topic of the ASC. See Note 9 for further details on the Company's environmental-related activities.

The loss (gain) on sale or disposition of assets represents net realized losses (gains) associated with the sale or disposal of fixed assets previously used in the conduct of the primary business of the Company.

Other expense (income) - net

Included in Other expense (income) - net were the following:

(Thousands of dollars)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Dividend and royalty income	\$ (2,995)	\$ (3,064)	\$ (5,967)	\$ (6,106)
Net expense from banking activities	2,694	2,196	7,380	7,181
Foreign currency transaction related losses (gains)	6,157	571	9,321	(2,039)
Miscellaneous pension income	(3,902)	(1,596)	(11,349)	(13,389)
Other income	(7,652)	(12,167)	(21,760)	(23,064)
Other expense	7,421	3,798	13,687	9,225
Total	\$ 1,723	\$ (10,262)	\$ (8,688)	\$ (28,192)

Foreign currency transaction related losses (gains) represent net realized losses (gains) on U.S. dollar-denominated liabilities of foreign subsidiaries and net realized and unrealized losses (gains) from foreign currency option and forward contracts. There were no material foreign currency option and forward contracts outstanding at September 30, 2018 and 2017 .

Miscellaneous pension income consists of the non-service components of net pension costs (credits). See Note 2 for information on the adoption of ASU No. 2017-07 and Note 8 for the detail of net pension costs (credits).

Other income and Other expense included items of revenue, gains, expenses and losses that were unrelated to the primary business purpose of the Company. There were no other items within the other income or other expense caption that were individually significant.

NOTE 12—INCOME TAXES

The effective tax rate for income from continuing operations was 14.9 percent and 19.9 percent for the third quarter and first nine months of 2018 , respectively, compared to 26.0 percent and 26.3 percent for the third quarter and first nine months of 2017 , respectively. The decrease in the effective tax rate for the third quarter and first nine months of 2018 compared to 2017 was primarily due to the overall favorable impact of the Tax Cuts and Jobs Act (Tax Act). The Company received favorable tax benefits from the reduction in the corporate domestic income tax rate from 35 percent to 21 percent and a deduction related to foreign-derived intangible income. The Company recorded a favorable tax benefit of \$17.4 million when completing its 2017 U.S. income tax return during the third quarter of 2018 . The Company also received an income tax benefit relating to an increase in the tax basis of the assets of various foreign subsidiaries in the second quarter of 2018. These benefits were partially offset by a \$27.5 million reversal of tax benefits recorded in the fourth quarter of 2017 primarily related to the Tax Act due to purchase accounting adjustments made in the second quarter of 2018 related to the Acquisition. The Tax Act's elimination of the domestic manufacturing deduction, a reduction in allowable foreign tax credits and a decreased benefit related to international tax rate differences also negatively impacted the effective tax rate for the third quarter and first nine months of 2018 .

In accordance with Staff Accounting Bulletin (SAB) No. 118, based on the information available as of December 31, 2017 , the Company recorded a provisional reduction of income taxes of \$607.9 million as a result of the Tax Act. The Company's deferred tax liabilities were reduced by \$560.2 million due to the lower income tax rate. The remaining \$47.7 million is the effects of the implementation of the territorial tax system and the remeasurement of U.S. deferred tax liabilities on unremitted foreign earnings. The final impact of the Tax Act may differ from the provisional amounts recorded at December 31, 2017 , due to, among other things, changes in interpretations and assumptions the Company has made, guidance that may be issued and actions the Company may take as a result of the Tax Act. During the second quarter of 2018 , the Company made purchase accounting adjustments related to the Acquisition, which resulted in the reversal of \$27.5 million of income tax benefits related to the remeasurement of U.S. deferred tax liabilities. There were no significant adjustments made in the third quarter of 2018 related to the Tax Act.

At December 31, 2017 , the Company had \$59.0 million in unrecognized tax benefits, the recognition of which would have an effect of \$49.5 million on the effective tax rate. Included in the balance of unrecognized tax benefits at December 31, 2017 was \$5.2 million related to tax positions for which it is reasonably possible that the total amounts could significantly change during the next twelve months. This amount represents a decrease in unrecognized tax benefits comprised primarily of items related to federal audits of partnership investments and expiring statutes in federal, foreign and state jurisdictions. During the first nine months of 2018, the Company added an additional \$24.0 million of unrecognized tax benefits primarily due to purchase accounting adjustments related to the Acquisition.

The Company classifies all income tax related interest and penalties as income tax expense. At December 31, 2017 , the Company had accrued \$14.6 million for the potential payment of income tax interest and penalties. During the first nine months of 2018, the Company added an additional \$8.4 million of tax-related interest and penalties, primarily due to purchase accounting adjustments related to the Acquisition.

The Company and its subsidiaries file income tax returns in the U.S. federal jurisdiction, and various state and foreign jurisdictions. The IRS is currently auditing the Company's 2014 and 2015 income tax returns, as well as the 2014 and 2015 tax years of a Valspar subsidiary. No significant adjustments have been proposed by the IRS. The IRS and the Joint Committee of Taxation have approved refund claims for the 2010, 2011 and 2012 tax years. The Company will receive approximately \$7.5 million of tax and interest related to the refund claims in the first quarter of the 2019 tax year. As of September 30, 2018 , the federal statute of limitations has not expired for the 2013, 2014, 2015 and 2016 tax years.

As of September 30, 2018 , the Company is subject to non-U.S. income tax examinations for the tax years of 2010 through 2017 . In addition, the Company is subject to state and local income tax examinations for the tax years 2005 through 2017 .

NOTE 13—NET INCOME PER COMMON SHARE

Basic and diluted earnings per share are calculated using the treasury stock method.

(Thousands of dollars except per share data)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Basic				
Average common shares outstanding	93,099,714	92,988,118	93,121,900	92,793,275
Net income				
Continuing operations	\$ 354,027	\$ 316,606	\$ 1,007,758	\$ 916,409
Discontinued operations ⁽¹⁾	—	—	—	(41,540)
Net income	\$ 354,027	\$ 316,606	\$ 1,007,758	\$ 874,869
Basic net income per common share				
Continuing operations	\$ 3.80	\$ 3.40	\$ 10.82	\$ 9.88
Discontinued operations ⁽¹⁾	—	—	—	(.45)
Net income per common share	\$ 3.80	\$ 3.40	\$ 10.82	\$ 9.43
Diluted				
Average common shares outstanding	93,099,714	92,988,118	93,121,900	92,793,275
Stock options and other contingently issuable shares ⁽²⁾	1,982,841	2,106,912	1,990,622	1,942,845
Non-vested restricted stock grants	52,702	112,854	58,246	81,549
Average common shares outstanding assuming dilution	95,135,257	95,207,884	95,170,768	94,817,669
Net income				
Continuing operations	\$ 354,027	\$ 316,606	\$ 1,007,758	\$ 916,409
Discontinued operations ⁽¹⁾	—	—	—	(41,540)
Net income	\$ 354,027	\$ 316,606	\$ 1,007,758	\$ 874,869
Diluted net income per common share				
Continuing operations	\$ 3.72	\$ 3.33	\$ 10.59	\$ 9.67
Discontinued operations ⁽¹⁾	—	—	—	(.44)
Net income per common share	\$ 3.72	\$ 3.33	\$ 10.59	\$ 9.23

⁽¹⁾ Relates to the divestiture of Valspar's North American industrial wood coatings business. See Note 4 .

⁽²⁾ Stock options and other contingently issuable shares excluded 28,871 shares due to their anti-dilutive effect for the nine months ended September 30, 2018 . There were no options excluded due to their anti-dilutive effect for the three months ended September 30, 2018 . Stock options and other contingently issuable shares excluded 26,859 shares due to their anti-dilutive effect for the three and nine months ended September 30, 2017 .

NOTE 14—REPORTABLE SEGMENT INFORMATION

The Company reports its segment information in the same way that management internally organizes its business for assessing performance and making decisions regarding allocation of resources in accordance with the Segment Reporting Topic of the ASC. The Company has determined that it has three reportable operating segments: The Americas Group, Consumer Brands Group and Performance Coatings Group (individually, a Reportable Segment and collectively, the Reportable Segments).

(Thousands of dollars)

	Three Months Ended September 30, 2018				
	The Americas Group	Consumer Brands Group	Performance Coatings Group	Administrative	Consolidated Totals
Net external sales	\$ 2,665,663	\$ 770,543	\$ 1,294,579	\$ 685	\$ 4,731,470
Intersegment transfers	233	936,281	4,474	(940,988)	
Total net sales and intersegment transfers	\$ 2,665,896	\$ 1,706,824	\$ 1,299,053	\$ (940,303)	\$ 4,731,470
Segment profit	\$ 577,738	\$ 83,941	\$ 104,868		\$ 766,547
California litigation expense				\$ (136,333)	(136,333)
Interest expense				(92,281)	(92,281)
Administrative expenses and other				(121,980)	(121,980)
Income from continuing operations before income taxes	\$ 577,738	\$ 83,941	\$ 104,868	\$ (350,594)	\$ 415,953

	Three Months Ended September 30, 2017				
	The Americas Group	Consumer Brands Group	Performance Coatings Group	Administrative	Consolidated Totals
Net external sales	\$ 2,539,256	\$ 723,341	\$ 1,242,336	\$ 2,087	\$ 4,507,020
Intersegment transfers	1,184	860,181	4,709	(866,074)	
Total net sales and intersegment transfers	\$ 2,540,440	\$ 1,583,522	\$ 1,247,045	\$ (863,987)	\$ 4,507,020
Segment profit	\$ 525,577	\$ 70,427	\$ 59,615		\$ 655,619
Interest expense				\$ (91,593)	(91,593)
Administrative expenses and other				(136,304)	(136,304)
Income from continuing operations before income taxes	\$ 525,577	\$ 70,427	\$ 59,615	\$ (227,897)	\$ 427,722

	Nine Months Ended September 30, 2018				
	The Americas Group	Consumer Brands Group	Performance Coatings Group	Administrative	Consolidated Totals
Net external sales	\$ 7,371,135	\$ 2,204,668	\$ 3,891,678	\$ 2,791	\$ 13,470,272
Intersegment transfers	506	2,657,614	16,888	(2,675,008)	
Total net sales and intersegment transfers	\$ 7,371,641	\$ 4,862,282	\$ 3,908,566	\$ (2,672,217)	\$ 13,470,272
Segment profit	\$ 1,485,027	\$ 249,072	\$ 339,828		\$ 2,073,927
California litigation expense				\$ (136,333)	(136,333)
Interest expense				(277,335)	(277,335)
Administrative expenses and other				(402,634)	(402,634)
Income from continuing operations before income taxes	\$ 1,485,027	\$ 249,072	\$ 339,828	\$ (816,302)	\$ 1,257,625

Nine Months Ended September 30, 2017

	The Americas Group	Consumer Brands Group	Performance Coatings Group	Administrative	Consolidated Totals
Net external sales	\$ 6,928,657	\$ 1,583,148	\$ 2,487,884	\$ 4,535	\$ 11,004,224
Intersegment transfers	5,544	2,420,356	15,740	(2,441,640)	
Total net sales and intersegment transfers	\$ 6,934,201	\$ 4,003,504	\$ 2,503,624	\$ (2,437,105)	\$ 11,004,224
Segment profit	\$ 1,363,488	\$ 202,405	\$ 179,072		\$ 1,744,965
Interest expense				\$ (174,017)	(174,017)
Administrative expenses and other				(327,618)	(327,618)
Income from continuing operations before income taxes	\$ 1,363,488	\$ 202,405	\$ 179,072	\$ (501,635)	\$ 1,243,330

In the reportable segment financial information, Segment profit was total net sales and intersegment transfers less operating costs and expenses. Domestic intersegment transfers were accounted for at the approximate fully absorbed manufactured cost, based on normal capacity volumes, plus customary distribution costs. International intersegment transfers were accounted for at values comparable to normal unaffiliated customer sales. The Administrative segment includes the administrative expenses of the Company's corporate headquarters site. Also included in the Administrative segment was interest expense, interest and investment income, certain expenses related to closed facilities and environmental-related matters, and other expenses that were not directly associated with the reportable segments. The Administrative segment did not include any significant foreign operations. Also included in the Administrative segment was a real estate management unit that is responsible for the ownership, management and leasing of non-retail properties held primarily for use by the Company, including the Company's headquarters site, and disposal of idle facilities. Sales of this segment represented external leasing revenue of excess headquarters space or leasing of facilities no longer used by the Company in its primary businesses. Gains and losses from the sale of property were not a significant operating factor in determining the performance of the Administrative segment.

Net external sales of all consolidated foreign subsidiaries were \$951.8 million and \$964.6 million for the third quarter of 2018 and 2017, respectively. Net external sales of all consolidated foreign subsidiaries were \$2.890 billion and \$1.987 billion for the nine months ended 2018 and 2017, respectively. Long-lived assets of these subsidiaries totaled \$3.367 billion and \$1.725 billion at September 30, 2018 and September 30, 2017, respectively. The increase in net external sales and long-lived assets is primarily due to the Acquisition. Domestic operations accounted for the remaining net external sales, segment profits and long-lived assets. No single geographic area outside the United States was significant relative to consolidated net external sales, income before taxes or consolidated long-lived assets.

Export sales and sales to any individual customer were each less than 10 percent of consolidated sales during all periods presented.

For further details on the Company's Reportable Segments, see Note 18 to the Consolidated Financial Statements in the Company's Annual Report on Form 10-K for the year ended December 31, 2017.

NOTE 15 — FAIR VALUE MEASUREMENTS

The Fair Value Measurements and Disclosures Topic of the ASC applies to the Company's financial and non-financial assets and liabilities. The guidance applies when other standards require or permit the fair value measurement of assets and liabilities. The Company did not have any fair value measurements for its non-financial assets and liabilities during the third quarter. The following table presents the Company's financial assets and liabilities that are measured at fair value on a recurring basis, categorized using the fair value hierarchy:

(Thousands of dollars)

	Fair Value at September 30, 2018	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets:				
Deferred compensation plan assets ⁽¹⁾	\$ 57,076	\$ 28,559	\$ 28,517	
Liabilities:				
Deferred compensation plan liabilities ⁽²⁾	\$ 68,461	\$ 68,461		

⁽¹⁾ The deferred compensation plan assets consist of the investment funds maintained for the future payments under the Company's executive deferred compensation plans, which are structured as rabbi trusts. The investments are marketable securities accounted for under the Debt and Equity Securities Topic of the ASC. The level 1 investments are valued using quoted market prices multiplied by the number of shares. The level 2 investments are valued based on vendor or broker models. The cost basis of the investment funds is \$51,432.

⁽²⁾ The deferred compensation plan liabilities are the Company's liabilities under its deferred compensation plans. The liabilities represent the fair value of the participant shadow accounts, and the value is based on quoted market prices in active markets for identical assets.

NOTE 16 — DEBT

The table below summarizes the carrying amount and fair value of the Company's publicly traded debt and non-publicly traded debt in accordance with the Fair Value Measurements and Disclosures Topic of the ASC. The fair values of the Company's publicly traded debt are based on quoted market prices. The fair values of the Company's non-publicly traded debt are estimated using discounted cash flow analyses, based on the Company's current incremental borrowing rates for similar types of borrowing arrangements. The Company's publicly traded debt and non-publicly traded debt are classified as level 1 and level 2, respectively, in the fair value hierarchy.

(Thousands of dollars)

	September 30, 2018		September 30, 2017	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Publicly traded debt	\$ 8,734,479	\$ 8,512,513	\$ 9,445,569	\$ 9,734,890
Non-publicly traded debt	286,913	276,440	1,339,678	1,290,634

On February 27, 2018, the Company amended the five -year credit agreement entered into in May 2016 to increase it by \$250.0 million up to an aggregate availability of \$750.0 million. On July 26, 2018, the Company amended such five -year credit agreement to increase it by \$125.0 million up to an aggregate availability of \$875.0 million.

On July 19, 2018, the Company and three of its wholly-owned subsidiaries, Sherwin-Williams Canada, Inc. (SW Canada), Sherwin-Williams Luxembourg S.à r.l. (SW Lux) and Sherwin-Williams UK Holding Limited (SW UK, together with the Company, SW Canada and SW Lux, the Borrowers), entered into a new five -year \$2.000 billion credit agreement (New Credit Agreement). The New Credit Agreement may be used for general corporate purposes, including the financing of working capital requirements. The New Credit Agreement replaced that certain credit agreement dated July 16, 2015, as amended, which was terminated. The New Credit Agreement allows the Company to extend the maturity of the facility with two one-year extension options and the Borrowers to increase the aggregate amount of the facility to \$2.750 billion, both of which are subject to the discretion of each lender. In addition, the Borrowers may request letters of credit in an amount of up to \$250.0 million.

On September 6, 2018, the Company amended the five -year credit agreement entered into in September 2017 to increase it by \$125.0 million up to an aggregate availability of \$625.0 million .

NOTE 17 — NON-TRADED INVESTMENTS

The Company has invested in the U.S. affordable housing and historic renovation real estate markets. These non-traded investments have been identified as variable interest entities. However, because the Company does not have the power to direct the day-to-day operations of the investments and the risk of loss is limited to the amount of contributed capital, the Company is not considered the primary beneficiary. In accordance with the Consolidation Topic of the ASC, the investments are not consolidated. For affordable housing investments entered into prior to the January 1, 2015 adoption of ASU No. 2014-01, the Company uses the effective yield method to determine the carrying value of the investments. Under the effective yield method, the initial cost of the investments is amortized to income tax expense over the period that the tax credits are recognized. For affordable housing investments entered into on or after the January 1, 2015 adoption of ASU No. 2014-01, the Company uses the proportional amortization method. Under the proportional amortization method, the initial cost of the investments is amortized to income tax expense in proportion to the tax credits and other tax benefits received. The carrying amount of the affordable housing and historic renovation investments, included in Other assets, was \$214.4 million and \$224.7 million at September 30, 2018 and 2017 , respectively. The liability for estimated future capital contributions to the investments was \$160.5 million and \$166.3 million at September 30, 2018 and 2017 , respectively.

Item 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

SUMMARY

The Sherwin-Williams Company, founded in 1866, and its consolidated wholly owned subsidiaries (collectively, the "Company") are engaged in the development, manufacture, distribution and sale of paints, coatings and related products to professional, industrial, commercial and retail customers primarily in North and South America with additional operations in the Caribbean region, Europe, Asia and Australia. The Company is structured into three reportable segments—The Americas Group, Consumer Brands Group and Performance Coatings Group (collectively, the "Reportable Segments")—and an Administrative segment in the same way it is internally organized for assessing performance and making decisions regarding allocation of resources. See Note 14 for more information.

The Company's financial condition, liquidity and cash flow continued to be strong through the first nine months of 2018 primarily due to continued improvements in operating results. Net working capital decreased \$116.3 million at September 30, 2018 compared to the end of the third quarter of 2017 due to an increase in current liabilities, partially offset by an increase in current assets. The Acquisition annualized on June 1st, which resulted in an incremental five months of Valspar results included for the nine months of 2018 versus 2017. The Company has been able to arrange sufficient short-term borrowing capacity at reasonable rates, and the Company continues to have sufficient total available borrowing capacity to fund its current operating needs. Net operating cash for the nine months ended September 30, 2018 was a cash source of \$1.431 billion compared to a cash source of \$1.259 billion for the same period in 2017.

Consolidated net sales increased 5.0 percent in the third quarter of 2018 to \$4.731 billion from \$4.507 billion in the third quarter of 2017. The increase was due primarily to higher paint sales volume in The Americas and Consumer Brands Groups and selling price increases. Consolidated gross profit as a percent of consolidated net sales increased in the third quarter of 2018 to 42.5 percent compared to 42.2 percent in the third quarter of 2017. Consolidated gross profit dollars and percent improved as a result of higher paint sales volume, reduced impacts of purchase accounting on cost of goods sold, and selling price increases, partially offset by higher raw material costs, incremental supply chain costs in an effort to keep pace with load-in demand of a new customer program during peak season, and unfavorable currency translation rate changes. Selling, general and administrative expenses (SG&A) decreased as a percent of consolidated net sales to 26.9 percent in the third quarter of 2018 from 29.0 percent in the third quarter of 2017. The decrease was primarily due to realized administrative and selling synergies from the Acquisition and the adoption of ASC 606, partially offset by net new store openings and general comparable store expenses to support higher sales levels. Amortization expense decreased \$3.6 million in the third quarter of 2018 versus 2017, due to the Acquisition and related purchase accounting fair value adjustments. Interest expense increased \$0.7 million in the third quarter of 2018 versus 2017. The Company accrued \$136.3 million for the California litigation expense in the third quarter of 2018. See Note 10 for more information on this litigation. The effective tax rate for income from continuing operations was 14.9 percent and 26.0 percent for the third quarter of 2018 and 2017, respectively, primarily due to the Tax Cuts and Jobs Act (Tax Act). Diluted net income per common share in the third quarter of 2018 increased to \$3.72 per share from \$3.33 per share in 2017. Third quarter 2018 diluted net income per common share included a charge of \$1.09 per share from the California litigation and a \$.87 per share charge from Acquisition-related costs, purchase accounting impacts and amortization of intangibles. Third quarter 2017 diluted net income per common share included a \$1.42 per share charge from Acquisition-related costs, inventory purchase accounting adjustments and amortization of intangibles.

Consolidated net sales increased 22.4 percent in the first nine months of 2018 to \$13.470 billion from \$11.004 billion in the first nine months of 2017. The increase was due primarily to the Acquisition, which added an incremental five months of Valspar results and increased sales 16.8 percent in the first nine months of 2018, as well as higher paint sales volume in The Americas Group and selling price increases. Consolidated gross profit as a percent of consolidated net sales decreased to 42.6 percent in the first nine months of 2018 from 45.3 percent during the same period in 2017. The decrease was due primarily to the Acquisition and higher raw material costs partially offset by increased paint sales volume, selling price increases and reduced impacts of purchase accounting costs on cost of goods sold. Selling, general and administrative expenses (SG&A) decreased as a percent of consolidated net sales to 28.2 percent in the first nine months of 2018 from 31.6 percent during the same period in 2017. The decrease was primarily due to realized administrative and selling synergies from the Acquisition and the adoption of ASC 606, partially offset by net new store openings and general comparable store expenses to support higher sales levels. Amortization expense increased \$120.2 million in the first nine months of 2018 compared to 2017 due to the Acquisition and related purchase accounting fair value adjustments. Interest expense increased \$103.3 million in the first nine months of 2018 compared to 2017 primarily due to increased debt levels to fund the Acquisition. The Company accrued \$136.3 million for the California litigation expense in the first nine months of 2018. The effective tax rate for income from continuing operations was 19.9 percent and 26.3 percent for the first nine months of 2018 and 2017, respectively, primarily due to the Tax Act. Diluted net income per common share increased to \$10.59 per share in the first nine months of 2018 from \$9.23 per share.

in the first nine months of 2017 . Diluted net income per common share for the nine months ended September 30, 2018 included a charge of \$1.09 per share from the California litigation and a \$3.05 per share charge from Acquisition-related costs, purchase accounting impacts and increased amortization of intangibles. Diluted net income per common share from continuing operations for the nine months ended September 30, 2017 included an \$2.22 per share charge from Acquisition-related costs, inventory purchase accounting adjustments and increased amortization of intangibles.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

The preparation and fair presentation of the consolidated unaudited interim financial statements and accompanying notes included in this report are the responsibility of management. The financial statements and footnotes have been prepared in accordance with U.S. generally accepted accounting principles for interim financial statements and contain certain amounts that were based upon management's best estimates, judgments and assumptions that were believed to be reasonable under the circumstances. Management considered the impact of the uncertain economic environment and utilized certain outside sources of economic information when developing the basis for their estimates and assumptions. The impact of the global economic conditions on the estimates and assumptions used by management was believed to be reasonable under the circumstances. Management used assumptions based on historical results, considering the current economic trends, and other assumptions to form the basis for determining appropriate carrying values of assets and liabilities that were not readily available from other sources. Actual results could differ from those estimates. Also, materially different amounts may result under materially different conditions, materially different economic trends or from using materially different assumptions. However, management believes that any materially different amounts resulting from materially different conditions or material changes in facts or circumstances are unlikely to significantly impact the current valuation of assets and liabilities that were not readily available from other sources.

A comprehensive discussion of the Company's critical accounting policies, management estimates and significant accounting policies followed in the preparation of the financial statements is included in Management's Discussion and Analysis of Financial Condition and Results of Operations and in Note 1, on pages 46 through 50 , in the Company's Annual Report on Form 10-K for the year ended December 31, 2017 . There have been no significant changes in critical accounting policies, management estimates or accounting policies followed since the year ended December 31, 2017 , except as described in Note 2.

FINANCIAL CONDITION, LIQUIDITY AND CASH FLOW

Overview

On June 1, 2017, the Company completed the Acquisition for a total purchase price of \$8.9 billion . On May 16, 2017, the Company issued \$6.0 billion of senior notes (collectively, the "New Notes") in a public offering. The net proceeds from the issuance of the New Notes were used to fund the Acquisition. The Company continues to maintain sufficient short-term borrowing capacity at reasonable rates, and the Company has sufficient cash on hand and total available borrowing capacity to fund its current operating needs.

The Acquisition significantly affected the Company's financial condition, liquidity and cash flow. See Note 4 for a table detailing the opening balance sheet. Net working capital decreased \$116.3 million at September 30, 2018 compared to the end of the third quarter of 2017 due to an increase in current liabilities, partially offset by an increase in current assets. Cash and cash equivalents decreased \$26.4 million at September 30, 2018 compared to September 30, 2017 while accounts receivable increased \$158.1 million , inventories increased \$157.1 million , other current assets increased \$65.4 million , and accounts payable increased \$333.3 million supporting increased sales levels. Accrued taxes decreased \$182.2 million and other accruals increased \$88.6 million due to timing of payments. The Company accrued \$136.3 million for the California litigation expense in the third quarter of 2018 . Short-term borrowings increased \$486.0 million while current portion of long-term debt decreased \$390.9 million resulting from reduced current maturities due. In the first nine months of 2018 , cash and cash equivalents decreased \$22.7 million while accounts receivable increased \$479.7 million , inventories increased \$60.0 million , other current assets increased \$55.2 million , and accounts payable increased \$374.2 million when normal seasonal trends typically require significant growth in these categories. Accrued taxes increased \$18.7 million due to timing of payments. Short-term borrowings increased \$16.4 million while current portion of long-term debt increased \$309.4 million resulting from 7.25% senior notes becoming due in 2019. Total debt at September 30, 2018 decreased \$1.278 billion to \$9.672 billion from \$10.949 billion at September 30, 2017 and decreased as a percentage of total capitalization to 70.9 percent from 80.0 percent at the end of the third quarter last year. Total debt decreased \$849.1 million from December 31, 2017 and decreased as a percentage of total capitalization from 74.0 percent to 70.9 percent . At September 30, 2018 , the Company had remaining short-term borrowing ability of \$2.882 billion . Net operating cash improved \$172.4 million in the first nine months of 2018 to a cash source of \$1.431 billion from a cash source of \$1.259 billion in 2017 . In the twelve month period from October 1, 2017 through September 30, 2018 , the Company generated net operating cash of \$2.056 billion .

Net Working Capital, Debt and Other Long-Term Assets and Liabilities

Cash and cash equivalents decreased \$22.7 million during the first nine months of 2018 . Cash flow from operations along with increased short-term borrowings funded cash requirements for increased sales and normal seasonal increases in working capital, treasury stock purchases of \$368.3 million , payments of cash dividends of \$242.5 million , payments of long-term debt of \$852.0 million , and capital expenditures of \$166.2 million . At September 30, 2018 , the Company's current ratio was 1.04 compared to 1.12 at December 31, 2017 and 1.07 a year ago.

Goodwill and intangible assets decreased \$563.5 million from December 31, 2017 and decreased \$1.133 billion from September 30, 2017 . The net decrease during the first nine months of 2018 was primarily due to amortization of \$239.0 million , purchase accounting adjustments of \$96.9 million and foreign currency translation and other of \$227.6 million . The net decrease over the twelve month period from September 30, 2017 was primarily due to purchase accounting adjustments of \$646.7 million , amortization of \$327.0 million , and foreign currency translation and other of \$165.0 million , partially offset by capitalized software additions of \$5.3 million . Based on final purchase accounting for the Acquisition, goodwill of \$2.0 billion , \$1.1 billion and \$2.8 billion was recognized in The Americas Group, Consumer Brands Group and Performance Coatings Group, respectively. Refer to Note 4 within this report for additional information regarding the Acquisition, including the final purchase price allocation. Additionally, see Note 4 , on pages 51 and 52 , in the Company's Annual Report on Form 10-K for the year ended December 31, 2017 for more information concerning the Company's goodwill and intangible assets.

Deferred pension assets increased \$9.2 million during the first nine months of 2018 and increased \$81.6 million from September 30, 2017 . The increase in the last twelve months was due to an increase in the fair value of plan assets partially offset by increased pension benefit obligations primarily due to changes in actuarial assumptions and acquired Valspar plans. See Note 6 , on pages 55 through 60 , in the Company's Annual Report on Form 10-K for the year ended December 31, 2017 for more information concerning the Company's benefit plan assets.

During the first quarter of 2018, the Company's domestic defined benefit plan was split into two separate overfunded plans: one that will continue to operate (Ongoing Plan) and one that will be terminated (Terminating Plan). The Terminating Plan was frozen as of March 31, 2018, which resulted in a curtailment expense. During the second quarter of 2018, the Terminating Plan was terminated. The Company expects to settle the related liabilities through a combination of (i) lump sum payments to eligible participants who elect to receive them and (ii) the purchase of annuity contracts for participants who either do not elect lump sums or are already receiving benefit payments. The lump sum payments are expected to be paid in December 2018, and the annuity contracts are expected to be purchased in 2019. The Company's settlement obligation will depend on the nature of participant settlements and the prevailing market conditions. The Company currently expects the total settlement charge to be between \$41.0 million and \$61.0 million , with approximately \$20.0 million to be recognized during the fourth quarter of 2018, and the remainder to be recognized in 2019. It is possible the Company could ultimately incur settlement charges outside of this estimated range as a result of unforeseen changes in prevailing market conditions. The Company will use any remaining overfunded cash surplus balances to fund replacement plan contributions.

Other assets at September 30, 2018 increased \$115.1 million in the first nine months of 2018 and increased \$27.8 million from a year ago primarily due to increases in deferred tax assets and other investments.

Net property, plant and equipment decreased \$110.8 million in the first nine months of 2018 and decreased \$129.2 million in the twelve months since September 30, 2017 . The decrease in the first nine months was primarily due to depreciation expense of \$211.5 million and changes in currency translation rates and other adjustments of \$73.1 million , partially offset by capital expenditures of \$166.2 million and purchase accounting adjustments of \$7.7 million . Since September 30, 2017 , the decrease was primarily due to depreciation expense of \$334.3 million and changes in currency translation rates and other adjustments of \$67.1 million , partially offset by capital expenditures of \$245.0 million and purchase accounting adjustments of \$27.3 million . Capital expenditures primarily represented expenditures associated with improvements and normal equipment replacement in manufacturing and distribution facilities in the Consumer Brands Group, normal equipment replacement in The Americas and Performance Coatings Groups, and information systems hardware in the Administrative Segment.

On June 2, 2017, the Company closed its previously announced exchange offers and consent solicitations (collectively, the "Exchange Offer") for the outstanding senior notes of Valspar. Pursuant to the Exchange Offer, the Company issued an aggregate principal amount of approximately \$1.478 billion . On May 16, 2017, the Company issued \$6.0 billion of senior notes (collectively the "New Notes") in a public offering. The net proceeds from the issuance of the New Notes were used to fund the Acquisition. As previously disclosed, the interest rate locks entered into in 2016 settled in March 2017 resulting in a pretax gain of \$87.6 million recognized in Cumulative other comprehensive loss. This gain is being amortized from Cumulative other comprehensive loss to a reduction of interest expense over the terms of the New Notes. For the nine months ended September 30, 2018 , the amortization of the unrealized gain reduced interest expense by \$2.1 million . The Company expects to amortize unrealized gains of \$8.3 million from Cumulative other comprehensive loss to Interest expense during the next twelve months. In April 2016, the Company entered into agreements for a \$7.3 billion Bridge Loan and a \$2.0 billion Term Loan as committed financing for the Acquisition. On June 1, 2017, the Company terminated the agreement for the Bridge Loan and

borrowed the full \$2.0 billion on the Term Loan. The outstanding balance on the Term Loan of \$700.0 million was paid off during the quarter ended September 30, 2018 .

On February 27, 2018, the Company amended the five -year credit agreement entered into in May 2016 to increase the aggregate availability to \$750.0 million . On July 26, 2018, the Company amended such five -year credit agreement to increase it by \$125.0 million up to an aggregate availability of \$875.0 million . In September 2017, the Company entered into a five -year letter of credit agreement, subsequently amended, with an aggregate availability of \$500.0 million . On September 6, 2018, the Company amended such five -year credit agreement to increase it by \$125.0 million up to an aggregate availability of \$625.0 million . The credit agreements are being used for general corporate purposes. At September 30, 2018 , there was \$150.0 million borrowings outstanding under these credit agreements. See Note 7 , on pages 61 and 62 , in the Company's Annual Report on Form 10-K for the year ended December 31, 2017 for more information concerning the Company's debt.

On July 19, 2018 , the Company and three of its wholly-owned subsidiaries, Sherwin-Williams Canada, Inc. (SW Canada), Sherwin-Williams Luxembourg S.à r.l. (SW Lux) and Sherwin-Williams UK Holding Limited (SW UK, together with the Company, SW Canada and SW Lux, the Borrowers), entered into a new five -year \$2.000 billion credit agreement (New Credit Agreement). The New Credit Agreement may be used for general corporate purposes, including the financing of working capital requirements. The New Credit Agreement replaced that certain credit agreement dated July 16, 2015, as amended, which was terminated. The New Credit Agreement allows the Company to extend the maturity of the facility with two one-year extension options and the Borrowers to increase the aggregate amount of the facility to \$2.750 billion , both of which are subject to the discretion of each lender. In addition, the Borrowers may request letters of credit in an amount of up to \$250.0 million .

At September 30, 2018 , the Company had outstanding borrowings of \$467.7 million with a weighted average interest rate of 2.5 percent under its commercial paper program. The Company had unused capacity under the global credit agreement of \$1.532 billion at September 30, 2018 . Short-term borrowings under various other foreign programs were \$32.4 million with a weighted average interest rate of 12.6 percent .

Long-term liabilities for postretirement benefits other than pensions did not change significantly from December 31, 2017 and September 30, 2017 . See Note 6 , on pages 55 through 60 , in the Company's Annual Report on Form 10-K for the year ended December 31, 2017 for more information concerning the Company's benefit plan obligations.

Deferred income taxes at September 30, 2018 decreased \$63.0 million in the first nine months of 2018 due to changes in purchase accounting and decreased \$1.240 billion from a year ago primarily due to changes in purchase accounting and the overall favorable impact of the Tax Act.

Environmental-Related Liabilities

The operations of the Company, like those of other companies in the same industry, are subject to various federal, state and local environmental laws and regulations. These laws and regulations not only govern current operations and products, but also impose potential liability on the Company for past operations. Management expects environmental laws and regulations to impose increasingly stringent requirements upon the Company and the industry in the future. Management believes that the Company conducts its operations in compliance with applicable environmental laws and regulations and has implemented various programs designed to protect the environment and promote continued compliance.

Depreciation of capital expenditures and other expenses related to ongoing environmental compliance measures were included in the normal operating expenses of conducting business. The Company's capital expenditures, depreciation and other expenses related to ongoing environmental compliance measures were not material to the Company's financial condition, liquidity, cash flow or results of operations during the first nine months of 2018 . Management does not expect that such capital expenditures, depreciation and other expenses will be material to the Company's financial condition, liquidity, cash flow or results of operations in 2018 . See Note 9 for further information on environmental-related long-term liabilities.

Contractual Obligations, Commercial Commitments and Warranties

Short-term borrowings increased \$16.4 million to \$650.1 million at September 30, 2018 from \$633.7 million at December 31, 2017 . Total long-term debt decreased \$865.5 million to \$9.021 billion at September 30, 2018 from \$9.887 billion at December 31, 2017 , and decreased \$1.764 billion from \$10.785 billion at September 30, 2017 . There have been no other significant changes to the Company's contractual obligations and commercial commitments in the third quarter of 2018 as summarized in Management's Discussion and Analysis of Financial Condition and Results of Operations in the Company's Annual Report on Form 10-K for the year ended December 31, 2017 .

See Note 6 for changes to the Company's accrual for product warranty claims in the first nine months of 2018 .

Litigation

See Note 10 for information concerning litigation.

Shareholders' Equity

Shareholders' equity increased \$282.7 million to \$3.975 billion at September 30, 2018 from \$3.692 billion at December 31, 2017 and increased \$1.234 billion from \$2.741 billion at September 30, 2017. The increase in Shareholders' equity for the first nine months of 2018 resulted primarily from net income of \$1.008 billion and an increase in Other capital of \$128.8 million, partially offset by increased treasury stock of \$389.2 million, cash dividends paid on common stock of \$242.5 million and an increase in Cumulative other comprehensive loss of \$225.7 million primarily due to currency translation. The increase in Shareholders' equity since September 30, 2017 resulted primarily from net income of \$1.905 billion and an increase in Other capital of \$197.8 million, partially offset by increased treasury stock of \$392.2 million, cash dividends paid on common stock of \$322.6 million and an increase in Cumulative other comprehensive loss of \$158.3 million.

During the first nine months of 2018, the Company purchased 925,000 shares of its common stock for treasury purposes through open market purchases. The Company acquires its common stock for general corporate purposes, and depending on its cash position and market conditions, it may acquire additional shares in the future. The Company had remaining authorization at September 30, 2018 to purchase 10.73 million shares of its common stock. In February 2018, the Board of Directors increased the quarterly cash dividend from \$.85 per common share to \$.86 per common share. This quarterly dividend will result in an annual dividend for 2018 of \$3.44 per common share or an 18.4 percent payout of 2017 diluted net income per common share.

Cash Flow

Net operating cash for the nine months ended September 30, 2018 was a cash source of \$1.431 billion compared to a cash source of \$1.259 billion for the same period in 2017. The improvement in net operating cash was primarily due to an increase in net income of \$132.9 million and higher depreciation and amortization, partially offset by cash requirements for working capital, excluding the California litigation accrual, and other long-term items. Net investing cash usage decreased \$8.795 billion in the first nine months of 2018 to a usage of \$115.3 million from a usage of \$8.911 billion in 2017 primarily due to the Acquisition in 2017. Net financing cash decreased \$8.316 billion to a usage of \$1.325 billion in the first nine months of 2018 from a source of \$6.990 billion in 2017 primarily due to proceeds from long-term debt in 2017 and treasury stock purchases of \$368.3 million in 2018. In the twelve month period from October 1, 2017 through September 30, 2018, the Company generated net operating cash of \$2.056 billion, used \$251.9 million in investing activities and used \$1.801 billion in financing activities.

Market Risk

The Company is exposed to market risk associated with interest rate, foreign currency and commodity fluctuations. The Company occasionally utilizes derivative instruments as part of its overall financial risk management policy, but does not use derivative instruments for speculative or trading purposes. The Company believes it may be exposed to continuing market risk from foreign currency exchange rate and commodity price fluctuations. However, the Company does not expect that foreign currency exchange rate and commodity price fluctuations or hedging contract losses will have a material adverse effect on the Company's financial condition, results of operations or cash flows.

Financial Covenant

Certain borrowings contain a consolidated leverage covenant. The covenant states that the Company's leverage ratio is not to exceed 4.75 to 1.00. The leverage ratio is defined as the ratio of total indebtedness (the sum of Short-term borrowings, Current portion of long-term debt and Long-term debt) at the reporting date to consolidated pro forma "Earnings Before Interest, Taxes, Depreciation, and Amortization" (EBITDA) for the combined companies for the twelve month period ended on the same date. Refer to the "Results of Operations" caption below for a reconciliation of EBITDA to Net income. At September 30, 2018, the Company was in compliance with the covenant. The Company's notes, debentures and revolving credit agreements contain various default and cross-default provisions. In the event of default under any one of these arrangements, acceleration of the maturity of any one or more of these borrowings may result. See Note 7, on pages 61 and 62, in the Company's Annual Report on Form 10-K for the year ended December 31, 2017 for more information concerning the Company's debt and related covenant.

RESULTS OF OPERATIONS

Shown below are net sales and income before taxes by segment for the three and nine months ended September 30, 2018 :

(Thousands of dollars)	Three Months Ended September 30,			Nine Months Ended September 30,		
	2018	2017	Change	2018	2017	Change
Net Sales:						
The Americas Group	\$ 2,665,663	\$ 2,539,256	5.0 %	\$ 7,371,135	\$ 6,928,657	6.4 %
Consumer Brands Group	770,543	723,341	6.5 %	2,204,668	1,583,148	39.3 %
Performance Coatings Group	1,294,579	1,242,336	4.2 %	3,891,678	2,487,884	56.4 %
Administrative	685	2,087	-67.2 %	2,791	4,535	-38.5 %
Total	\$ 4,731,470	\$ 4,507,020	5.0 %	\$ 13,470,272	\$ 11,004,224	22.4 %

(Thousands of dollars)	Three Months Ended September 30,			Nine Months Ended September 30,		
	2018	2017	Change	2018	2017	Change
Income Before Income Taxes:						
The Americas Group	\$ 577,738	\$ 525,577	9.9 %	\$ 1,485,027	\$ 1,363,488	8.9 %
Consumer Brands Group	83,941	70,427	19.2 %	249,072	202,405	23.1 %
Performance Coatings Group	104,868	59,615	75.9 %	339,828	179,072	89.8 %
Administrative	(350,594)	(227,897)	-53.8 %	(816,302)	(501,635)	-62.7 %
Total	\$ 415,953	\$ 427,722	-2.8 %	\$ 1,257,625	\$ 1,243,330	1.1 %

Three Months Ended September 30, 2018

Consolidated net sales increased in the third quarter of 2018 due primarily to higher paint sales volume in The Americas and Consumer Brands Groups and selling price increases. Currency translation rate changes decreased net sales by 1.1 percent in the quarter. As a result of the new revenue standard (ASC 606) adopted in the first quarter of 2018, certain advertising support that was previously classified as selling, general and administrative expenses is now classified as a reduction of revenue with no effect on net income. Adopting ASC 606 reduced consolidated net sales approximately 0.8 percent in the quarter.

Net sales of all consolidated foreign subsidiaries were down 1.3 percent to \$951.8 million in the third quarter compared to \$964.6 million in the same period last year. The decrease in net sales for all consolidated foreign subsidiaries in the quarter was due primarily to unfavorable currency translation rate changes partially offset by selling price increases. Net sales of all operations other than consolidated foreign subsidiaries were up 6.7 percent to \$3.780 billion in the quarter compared to \$3.542 billion in the same period last year.

Net sales in The Americas Group increased in the third quarter of 2018 due primarily to higher architectural paint sales volume across most end market segments and selling price increases. Net sales from stores open for more than twelve calendar months in the U.S. and Canada increased 5.2 percent in the quarter compared to last year's comparable period. Sales of non-paint products increased 5.4 percent over last year's third quarter. Currency translation rate changes decreased net sales by 1.4 percent. A discussion of changes in volume versus pricing for sales of products other than paint is not pertinent due to the wide assortment of general merchandise sold. Net sales of the Consumer Brands Group increased in the third quarter primarily due to a new customer program and selling price increases, partially offset by lower volume sales to some retail customers. Adopting ASC 606 reduced Group net sales approximately 4.7 percent. Net sales in the Performance Coatings Group stated in U.S. dollars increased in the third quarter primarily due to selling price increases and continued strong demand in most of our North American businesses, partially offset by currency translation rate changes that decreased net sales by 1.1 percent. Net sales in the Administrative segment, which primarily consist of external leasing revenue of excess headquarters space and leasing of facilities no longer used by the Company in its primary business, were essentially flat in the third quarter.

Consolidated gross profit increased \$108.6 million in the third quarter of 2018 compared to the same period in 2017. Consolidated gross profit as a percent of consolidated net sales increased in the third quarter of 2018 to 42.5 percent, compared to 42.2 percent during the same period in 2017. Consolidated gross profit dollars and percent improved as a result of higher paint sales volume, reduced impacts of purchase accounting on cost of goods sold, and selling price increases, partially offset by higher raw material costs, the adoption of ASC 606, incremental supply chain costs in an effort to keep pace with load-in

demand of a new customer program while supporting what is traditionally our peak sales volume quarter, and unfavorable currency translation rate changes.

The Americas Group's gross profit was higher than last year by \$81.4 million in the third quarter of 2018 due to higher paint sales volume and selling price increases, partially offset by increased raw material costs and unfavorable currency translation rate changes. The Americas Group's gross profit as a percent of sales increased in the quarter due to increased paint sales volume and selling price increases, partially offset by increased raw material costs. The Consumer Brands Group's gross profit decreased by \$10.1 million in the quarter compared to the same period last year due primarily to increased raw material costs, the adoption of ASC 606, incremental supply chain costs for load-in demand of a new customer program and lower volume sales to some of the Group's retail and commercial customers, partially offset by reduced impacts of purchase accounting on cost of goods sold and selling price increases. The Consumer Brands Group's gross profit as a percent of sales was down in the quarter compared to the same period last year for these same reasons. The Performance Coatings Group's gross profit increased \$34.9 million in the third quarter compared to the same period last year, when stated in U.S. dollars, primarily due to selling price increases and reduced impacts of purchase accounting on cost of goods sold, partially offset by higher raw material costs and unfavorable currency translation rate changes. The Performance Coatings Group's gross profit as a percent of sales was up in the quarter compared to the same period last year for these same reasons. The Administrative segment's gross profit increased by \$2.4 million in the third quarter compared to the same period last year.

Selling, general and administrative expenses (SG&A) decreased \$34.3 million in the third quarter of 2018 versus the same period last year. As a percent of sales, consolidated SG&A decreased to 26.9 percent in the third quarter of 2018, from 29.0 percent in the third quarter of 2017. These improvements to SG&A dollars and percent are primarily due to realized administrative and selling synergies from the Acquisition and the adoption of ASC 606, partially offset by net new store openings and general comparable store expenses to support higher sales levels.

The Americas Group's SG&A increased \$27.0 million in the third quarter due primarily to net new store openings and general comparable store expenses to support higher sales levels. The Consumer Brands Group's SG&A decreased \$30.1 million in the quarter compared to the same period last year primarily due to realized administrative and selling synergies from the Acquisition and the adoption of ASC 606, partially offset by increased selling expenses to support higher sales levels. The Performance Coatings Group's SG&A decreased \$5.8 million in the quarter primarily due to realized administrative and selling synergies from the Acquisition, partially offset by increased selling expenses to support higher sales levels. The Administrative segment's SG&A decreased \$25.5 million in the quarter primarily due to realized administrative synergies and decreased costs associated with the Acquisition.

Amortization expense decreased \$3.6 million in the third quarter of 2018 versus the same period in 2017, primarily due to purchase accounting measurement period adjustments which impacted amortization of acquired intangibles. In the third quarter of 2018, amortization of acquired intangibles was \$50.8 million and \$22.4 million for the Performance Coatings and Consumer Brands Groups, respectively.

Interest expense increased \$0.7 million in the third quarter of 2018 compared to the same period in 2017, due to the Acquisition-related debt incurred.

Other general expense—net increased \$7.4 million in the third quarter of 2018, compared to the same period in 2017, primarily due to increased loss on sale or disposition of assets partially offset by decreased provisions for environmental matters both in the Administrative segment.

California litigation expense of \$136.3 million was accrued in the third quarter of 2018. See Note 10.

Other expense (income) - net increased \$12.0 million in the third quarter as compared to 2017 primarily due to an increase in foreign currency transaction related losses and increased expense in other net miscellaneous items.

Consolidated income from continuing operations before income taxes decreased \$11.8 million in the third quarter of 2018 versus the same period last year, primarily due to the California litigation expense, Acquisition-related interest costs, and increased amortization of intangibles, partially offset by higher segment profits in each of our operating segments and realized administrative synergies from the Acquisition.

The effective tax rate for income from continuing operations was 14.9 percent for the third quarter of 2018 compared to 26.0 percent for the third quarter of 2017. The decrease in the effective tax rate for the third quarter of 2018 compared to the third quarter of 2017 was primarily due to the overall favorable impact of the Tax Act. The Company received favorable tax benefits from the reduction in the corporate domestic income tax rate from 35.0 percent to 21.0 percent and a deduction related to

foreign-derived intangible income. These benefits were partially offset by the Tax Act's elimination of the domestic manufacturing deduction, a reduction in allowable foreign tax credits as well as a decreased benefit related to international tax rate differences.

Diluted net income per common share in the third quarter of 2018 increased to \$3.72 per share from \$3.33 per share in the third quarter of 2017. Third quarter 2018 diluted net income per common share included a \$1.09 per share charge for the California litigation and an \$.87 per share charge for Acquisition-related costs. Currency translation rate changes decreased diluted net income per share in the third quarter by \$.09 per share. Third quarter 2017 diluted net income per common share included a \$1.42 per share charge from Acquisition-related costs, inventory purchase accounting adjustments and increased amortization of intangibles.

Nine Months Ended September 30, 2018

Consolidated net sales increased in the first nine months of 2018 due primarily to incremental Valspar sales from the five months ended May 2018, which increased net sales 16.8 percent, as well as higher paint sales volume in The Americas Group and selling price increases. Adopting ASC 606 reduced consolidated net sales approximately .8 percent in the first nine months.

Net sales of all consolidated foreign subsidiaries were up 55.1 percent to \$3.083 billion in the first nine months of 2018 compared to \$1.987 billion in the same period last year. The increase in net sales for all consolidated foreign subsidiaries in the first nine months of 2018 was due primarily to incremental Valspar sales from the five months ended May 2018 and selling price increases, partially offset by slightly unfavorable foreign currency translation impacts. Net sales of all operations other than consolidated foreign subsidiaries were up 15.2 percent to \$10.388 billion in the first nine months of 2018 as compared to \$9.017 billion in the same period last year.

Net sales in The Americas Group increased in the first nine months of 2018 due primarily to higher architectural paint sales volume across most end market segments and selling price increases. Net sales from stores open for more than twelve calendar months in the U.S. and Canada increased 5.7 percent in the first nine months compared to last year's comparable period. Sales of non-paint products increased 6.2 percent over last year's first nine months. Currency translation rate changes decreased net sales by 0.7 percent. Net sales of the Consumer Brands Group increased in the first nine months primarily due to the inclusion of incremental Valspar sales from the five months ended May 2018, which increased net sales 36.6 percent, and selling price increases, partially offset by lower volume sales to some retail customers. Adopting ASC 606 reduced Group net sales by approximately 5.5 percent in the first nine months. Currency translation rate changes increased net sales by 0.5 percent. Net sales in the Performance Coatings Group stated in U.S. dollars increased in the first nine months due primarily to the inclusion of incremental Valspar sales from the five months ended May 2018, which increased net sales 51.1 percent, and selling price increases. Currency translation rate changes increased net sales by 0.4 percent. Net sales in the Administrative segment were essentially flat in the first nine months.

Consolidated gross profit increased \$756.4 million in the first nine months of 2018 compared to the same period in 2017, primarily due to incremental Valspar sales from the five months ended May 2018, higher paint sales volume, reduced impacts of purchase accounting costs on cost of goods sold, and selling price increases, partially offset by higher raw material costs and incremental supply chain costs for load-in demand of a new customer program. Consolidated gross profit as a percent of consolidated net sales decreased in the first nine months of 2018 to 42.6 percent, compared to 45.3 percent, during the same period in 2017, due primarily to higher raw material costs, incremental supply chain costs in an effort to keep pace with load-in demand at a large retail customer during peak season, and Valspar sales from the five months ended May 2018, partially offset by higher paint sales volume, reduced impacts of purchase accounting costs on cost of goods sold, and selling price increases.

The Americas Group's gross profit was higher than last year by \$232.2 million in the first nine months of 2018 due to higher paint sales volume and selling price increases, partially offset by increased raw material costs. The Americas Group's gross profit as a percent of sales was essentially flat in the first nine months due to increased raw material costs, offset by increased paint sales volume and selling price increases. The Consumer Brands Group's gross profit increased by \$154.0 million in the first nine months compared to the same period last year due primarily to incremental Valspar sales from the five months ended May 2018, reduced impacts of purchase accounting costs on cost of goods sold and selling price increases, partially offset by higher raw material costs and incremental supply chain costs for load-in demand of a new customer program. The Consumer Brands Group's gross profit as a percent of sales was down in the first nine months compared to the same period last year due primarily to higher raw material costs, incremental supply chain costs in an effort to keep pace with load-in demand during peak season, and Valspar sales from the five months ended May 2018, partially offset by reduced impacts of purchase accounting costs on cost of goods sold, and selling price increases. The Performance Coatings Group's gross profit increased \$389.0 million in the first nine months compared to the same period last year, when stated in U.S. dollars, primarily due to incremental Valspar sales from the five months ended May 2018, reduced impacts of purchase accounting costs on cost of goods sold, and selling price increases, partially offset by higher raw material costs. The Performance Coatings Group's gross profit as a percent of sales was down in the first nine months compared to the same period last year due primarily to higher raw

material costs and Valspar sales from the five months ended May 2018, partially offset by reduced impacts of purchase accounting costs on cost of goods sold, and selling price increases. The Administrative segment's gross profit decreased by \$18.8 million in the first nine months compared to the same period last year.

SG&A increased \$323.3 million in the first nine months of 2018 versus the same period last year due primarily to the inclusion of incremental Valspar SG&A from the five months ended May 2018 and increased expenses to support higher sales levels, partially offset by realized administrative and selling synergies from the Acquisition and the adoption of ASC 606. As a percent of sales, consolidated SG&A decreased to 28.2 percent in the first nine months of 2018, from 31.6 percent in the first nine months of 2017, primarily due to realized administrative and selling synergies from the Acquisition and the adoption of ASC 606, partially offset by net new store openings and general comparable store expenses to support higher sales levels.

The Americas Group's SG&A increased \$101.0 million in the first nine months due primarily to general comparable store expenses to support higher sales levels. The Consumer Brands Group's SG&A increased \$60.3 million in the first nine months compared to the same period last year primarily due to the inclusion of incremental Valspar SG&A from the five months ended May 2018 and increased expenses to support higher sales levels, partially offset by realized administrative and selling synergies from the Acquisition and the adoption of ASC 606. The Performance Coatings Group's SG&A increased \$152.6 million in the first nine months primarily due to the inclusion of incremental Valspar SG&A from the five months ended May 2018 and increased expenses to support higher sales levels, partially offset by realized administrative and selling synergies from the Acquisition. The Administrative segment's SG&A increased \$9.4 million in the first nine months primarily due to increased costs associated with the Acquisition, partially offset by realized administrative synergies from the Acquisition.

Amortization expense increased \$120.2 million in the first nine months of 2018 versus the same period in 2017, primarily due to amortization of acquired intangibles. In the first nine months of 2018, amortization of acquired intangibles was \$149.1 million and \$68.0 million for the Performance Coatings and Consumer Brands Groups, respectively.

Interest expense increased \$103.3 million in the first nine months of 2018 compared to the same period in 2017 due to the Acquisition-related debt incurred.

Other general expense—net increased \$35.3 million in the first nine months of 2018 compared to the same period in 2017 primarily due to increased provisions for environmental matters and increased loss on sale or disposition of assets both in the Administrative segment.

California litigation expense of \$136.3 million was accrued in the first nine months of 2018. See Note 10.

Other expense (income) - net increased \$19.5 million in the first nine months as compared to 2017 primarily due to an increase in foreign currency transaction related losses and increased expense in other net miscellaneous items.

Consolidated income from continuing operations before income taxes increased \$14.3 million in the first nine months of 2018 versus the same period last year, primarily due to higher segment profits in each of our segments and realized administrative synergies from the Acquisition, partially offset by the California litigation expense, Acquisition-related interest costs and increased amortization of intangibles.

The effective tax rate for income from continuing operations was 19.9 percent for the first nine months of 2018 compared to 26.3 percent for the first nine months of 2017. The decrease in the effective tax rate for the first nine months of 2018 compared to the first nine months of 2017 was primarily due to the overall favorable impact of the Tax Act. The Company recorded an income tax provision of \$41.5 million in the second quarter of 2017 related to the divestiture of Valspar's North American industrial wood coatings business, which is reported as a discontinued operation. See Note 4.

Diluted net income per common share in the first nine months of 2018 increased to \$10.59 per share from \$9.23 per share in the first nine months of 2017. Diluted net income per common share for the first nine months of 2018 included a \$3.05 per share charge for Acquisition-related costs and increased amortization of intangibles and a \$1.09 per share charge for the California litigation. Currency translation rate changes decreased diluted net income per share in the first nine months by \$.09 per share. Diluted net income per common share from continuing operations for the first nine months of 2017 included a \$2.22 per share charge from Acquisition-related costs, inventory purchase accounting adjustments and increased amortization of intangibles. Diluted net income per common share from continuing operations (excluding the \$.44 per share charge related to the divestiture) in the first nine months of 2017 was \$9.67.

Management considers a measurement that is not in accordance with U.S. generally accepted accounting principles a useful measurement of the operational profitability of the Company. Some investment professionals also utilize such a measurement as an indicator of the value of profits and cash that are generated strictly from operating activities, putting aside working capital and certain other balance sheet changes. For this measurement, management increases net income for significant non-operating and non-cash expense items to arrive at an amount known as "Earnings Before Interest, Taxes, Depreciation and Amortization" (EBITDA). The reader is cautioned that the following value for EBITDA should not be compared to other entities unknowingly. EBITDA should not be considered an alternative to net income or cash flows from operating activities as

an indicator of operating performance or as a measure of liquidity. The reader should refer to the determination of net income and cash flows from operating activities in accordance with U.S. generally accepted accounting principles disclosed in the Statements of Consolidated Income and Comprehensive Income and Statements of Consolidated Cash Flows. EBITDA as used by management is calculated as follows:

(Thousands of dollars)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Net income from continuing operations	\$ 354,027	\$ 316,606	\$ 1,007,758	\$ 916,409
Interest expense	92,281	91,593	277,335	174,017
Income taxes	61,926	111,116	249,867	326,921
Depreciation	67,381	67,249	211,514	162,214
Amortization	80,077	83,711	239,019	118,799
EBITDA from continuing operations	\$ 655,692	\$ 670,275	\$ 1,985,493	\$ 1,698,360

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION

Certain statements contained in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and elsewhere in this report constitute “forward-looking statements” within the meaning of the federal securities laws. These forward-looking statements are based upon management’s current expectations, estimates, assumptions and beliefs concerning future events and conditions and may discuss, among other things, anticipated future performance (including sales and earnings), expected growth, future business plans and the costs and potential liability for environmental-related matters and the lead pigment and lead-based paint litigation. Any statement that is not historical in nature is a forward-looking statement and may be identified by the use of words and phrases such as “believe,” “expect,” “may,” “will,” “should,” “project,” “could,” “plan,” “goal,” “potential,” “seek,” “intend” or “anticipate” or the negative thereof or comparable terminology.

Readers are cautioned not to place undue reliance on any forward-looking statements. Forward-looking statements are necessarily subject to risks, uncertainties and other factors, many of which are outside our control that could cause actual results to differ materially from such statements and from our historical results and experience. These risks, uncertainties and other factors include such things as:

- general business conditions, strengths of retail and manufacturing economies and the growth in the coatings industry;
- changes in general domestic economic conditions such as inflation rates, interest rates, tax rates, unemployment rates, higher labor and healthcare costs, recessions, and changing government policies, laws and regulations;
- changes in raw material and energy supplies and pricing;
- changes in our relationships with customers and suppliers;
- our ability to successfully integrate past and future acquisitions into our existing operations, including Valspar, as well as the performance of the businesses acquired;
- risks inherent in the achievement of anticipated cost synergies resulting from the acquisition of Valspar and the timing thereof ;
- competitive factors, including pricing pressures and product innovation and quality;
- our ability to attain cost savings from productivity initiatives;
- risks and uncertainties associated with our expansion into and our operations in Asia, Europe, South America and other foreign markets, including general economic conditions, inflation rates, recessions, foreign currency exchange rates, foreign investment and repatriation restrictions, legal and regulatory constraints, civil unrest and other external economic and political factors;
- the achievement of growth in foreign markets, such as Asia, Europe and South America;
- increasingly stringent domestic and foreign governmental regulations, including those affecting health, safety and the environment;
- inherent uncertainties involved in assessing our potential liability for environmental-related activities;
- other changes in governmental policies, laws and regulations, including changes in accounting policies and standards and taxation requirements (such as new tax laws and new or revised tax law interpretations);
- the nature, cost, quantity and outcome of pending and future litigation and other claims, including the lead pigment and lead-based paint litigation, and the effect of any legislation and administrative regulations relating thereto; and
- adverse weather conditions and natural disasters.

Readers are cautioned that it is not possible to predict or identify all of the risks, uncertainties and other factors that may affect future results and that the above list should not be considered to be a complete list. Any forward-looking statement speaks only as of the date on which such statement is made, and we undertake no obligation to update or revise any forward-looking statement, whether as a result of new information, future events or otherwise, except as otherwise required by law.

Item 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The Company is exposed to market risk associated with interest rate, foreign currency and commodity fluctuations. The Company occasionally utilizes derivative instruments as part of its overall financial risk management policy, but does not use derivative instruments for speculative or trading purposes. The Company enters into option and forward currency exchange contracts and commodity swaps to hedge against value changes in foreign currency and commodities. The Company believes it may experience continuing losses from foreign currency translation and commodity price fluctuations. However, the Company does not expect currency translation, transaction, commodity price fluctuations or hedging contract losses to have a material adverse effect on the Company's financial condition, results of operations or cash flows. There were no material changes in the Company's exposure to market risk since the disclosure included in Management's Discussion and Analysis of Financial Condition and Results of Operations in the Company's Annual Report on Form 10-K for the year ended December 31, 2017 .

Item 4. CONTROLS AND PROCEDURES

As of the end of the period covered by this report, we carried out an evaluation, under the supervision and with the participation of our Chairman, President and Chief Executive Officer and our Senior Vice President—Finance and Chief Financial Officer, of the effectiveness of our disclosure controls and procedures pursuant to Rule 13a-15 and Rule 15d-15 of the Securities Exchange Act of 1934, as amended (“Exchange Act”). Based upon that evaluation, our Chairman, President and Chief Executive Officer and our Senior Vice President—Finance and Chief Financial Officer concluded that as of the end of the period covered by this report our disclosure controls and procedures were effective to ensure that information required to be disclosed by us in reports we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in Securities and Exchange Commission rules and forms, and accumulated and communicated to our management including our Chairman, President and Chief Executive Officer and our Senior Vice President—Finance and Chief Financial Officer, to allow timely decisions regarding required disclosure. We acquired The Valspar Corporation, or Valspar, on June 1, 2017 and have not yet included Valspar in our assessment of the effectiveness of our internal control over financial reporting. For the nine months ended September 30, 2018, Valspar accounted for \$3.4 billion of our total net sales and as of September 30, 2018 had total assets of \$2.7 billion. Valspar will be included in our assessment of the effectiveness of our internal control over financial reporting as of December 31, 2018.

Except as described in the preceding paragraph, there were no changes in our internal control over financial reporting identified in connection with the evaluation that occurred during the period covered by this report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings.

The Company received a letter dated September 26, 2018 from the South Coast Air Quality Management District (“SCAQMD”) in California alleging excess emissions from non-compliant coatings and seeking a proposed penalty of approximately \$1.5 million. The Company disputes certain of the allegations in the letter and plans to negotiate this matter with the SCAQMD.

For information with respect to certain environmental-related matters and legal proceedings, see the information included under the captions entitled “Environmental-Related Liabilities” and “Litigation” of “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and Notes 9 and 10 of the “Notes to Condensed Consolidated Financial Statements,” which is incorporated herein by reference.

Item 1A. Risk Factors

We face a number of risks that could materially and adversely affect our business, results of operations, cash flow, liquidity or financial condition. A discussion of our risk factors can be found in Item 1A, Risk Factors, in our Annual Report on Form 10-K for the fiscal year ended December 31, 2017 . During the third quarter ended September 30, 2018 , there were no material changes to our previously disclosed risk factors.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

A summary of the repurchase activity for the Company's third quarter is as follows:

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Number of Shares Purchased as Part of a Publicly Announced Plan	Number of Shares That May Yet Be Purchased Under the Plan
July 1 - July 31				
Share repurchase program ⁽¹⁾	—	\$ —	—	10,800,000
Employee transactions ⁽²⁾	266	\$ 442.98		N/A
August 1 - August 31				
Share repurchase program ⁽¹⁾	50,000	\$ 455.48	50,000	10,750,000
Employee transactions ⁽²⁾	62	\$ 439.97		N/A
September 1 - September 30				
Share repurchase program ⁽¹⁾	25,000	\$ 456.2	25,000	10,725,000
Employee transactions ⁽²⁾	26	\$ 474.93		N/A
Total				
Share repurchase program ⁽¹⁾	75,000	\$ 455.72	75,000	10,725,000
Employee transactions ⁽²⁾	354	\$ 444.80		NA

⁽¹⁾ All shares were purchased through the Company's publicly announced share repurchase program. There is no expiration date specified for the program. The Company had remaining authorization at September 30, 2018 to purchase 10,725,000 shares.

⁽²⁾ All shares were delivered to satisfy the exercise price and/or tax withholding obligations by employees who exercised stock options or had shares of restricted stock vest.

Item 5. Other Information.

During the nine months ended September 30, 2018 , the Audit Committee of the Board of Directors of the Company approved permitted non-audit services to be performed by Ernst & Young LLP, the Company's independent registered public accounting firm. These non-audit services were approved within categories related to domestic tax advisory, tax compliance and other advisory services.

Item 6. Exhibits.

- 4.1 [Credit Agreement, dated as of July 19, 2018, by and among the Company, Sherwin-Williams Canada Inc., Sherwin-Williams Luxembourg S.à r.l. and Sherwin-Williams UK Holding Limited, as borrowers, the lenders party thereto, the issuing lenders party thereto and Citibank, N.A., as administrative agent, filed as Exhibit 4.1 to the Company's Current Report on Form 8-K dated July 19, 2018, and incorporated herein by reference.](#)
- 4.2 [Amendment No. 1 to Term Loan Credit Agreement, dated as of July 19, 2018, by and among the Company, the lenders party thereto, and Citibank, N.A., as administrative agent \(filed herewith\).](#)
- 4.3 [Amendment No. 10 to the Credit Agreement, dated as of July 26, 2018, by and among the Company, Citicorp USA, Inc., as administrative agent and issuing bank, and the lenders party thereto, filed as Exhibit 4.1 to the Company's Current Report on Form 8-K dated July 26, 2018, and incorporated herein by reference.](#)
- 4.4 [Amendment No. 1 to the Agreement for Letter of Credit, dated as of July 26, 2018, by and between the Company and Citibank, N.A \(filed herewith\).](#)
- 4.5 [Second Amendment to Credit Agreement, dated as of September 6, 2018, by and among the Company, Goldman Sachs Bank USA, as administrative agent, Goldman Sachs Mortgage Company, as issuing bank, and the lenders party thereto, filed as Exhibit 4.1 to the Company's Current Report on Form 8-K dated September 6, 2018, and incorporated herein by reference.](#)
- 4.6 [First Amendment to Continuing Agreement for Standby Letters of Credit, dated as of September 6, 2018, by and among the Company and Goldman Sachs Bank USA \(filed herewith\).](#)
- 31(a) [Rule 13a-14\(a\)/15d-14\(a\) Certification of Chief Executive Officer \(filed herewith\).](#)
- 31(b) [Rule 13a-14\(a\)/15d-14\(a\) Certification of Chief Financial Officer \(filed herewith\).](#)
- 32(a) [Section 1350 Certification of Chief Executive Officer \(furnished herewith\).](#)
- 32(b) [Section 1350 Certification of Chief Financial Officer \(furnished herewith\).](#)
- 101.INS XBRL Instance Document
- 101.SCH XBRL Taxonomy Extension Schema Document
- 101.PRE XBRL Taxonomy Extension Presentation Linkbase Document
- 101.CAL XBRL Taxonomy Extension Calculation Linkbase Document
- 101.LAB XBRL Taxonomy Extension Label Linkbase Document
- 101.DEF XBRL Taxonomy Extension Definition Linkbase Document

Signatures

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

THE SHERWIN-WILLIAMS COMPANY

October 25, 2018

By:

/s/ Jane M. Cronin

Jane M. Cronin
Senior Vice President -
Corporate Controller

October 25, 2018

By:

/s/ Allen J. Mistysyn

Allen J. Mistysyn
Senior Vice President - Finance
and Chief Financial Officer

AMENDMENT NO. 1 TO TERM LOAN CREDIT AGREEMENT

This AMENDMENT NO. 1 TO TERM LOAN CREDIT AGREEMENT, dated as of July 19, 2018 (this “Amendment”), is entered into by and among THE SHERWIN-WILLIAMS COMPANY (the “Company”), the Lenders (as defined below) signatory hereto and CITIBANK, N.A., as administrative agent (in such capacity, the “Administrative Agent”).

The Company is party to that certain Term Loan Credit Agreement, dated as of April 13, 2016 (as amended, supplemented or otherwise modified and in effect immediately prior to the effectiveness of this Amendment, the “Credit Agreement”), by and among the Company, as borrower, the other Loan Parties from time to time party thereto, the lenders from time to time party thereto (the “Lenders”) and the Administrative Agent.

Pursuant to Section 9.02(b) of the Credit Agreement, the Company has requested that the Administrative Agent and the Lenders amend certain provisions of the Credit Agreement as set forth herein.

In consideration of the mutual execution hereof and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Capitalized terms which are defined in the Credit Agreement and not otherwise defined herein have the meanings given in the Credit Agreement.

2. Amendment.

Effective on the Amendment Effective Date (as defined below), the Credit Agreement shall be amended as follows:

(a) Section 1.01 of the Credit Agreement is hereby amended by inserting the following definitions in the appropriate alphabetical order:

“Amendment No. 1 Effective Date” means the effective date of that certain Amendment No. 1 to Term Loan Credit Agreement, dated as of July 19, 2018, among the Company, the Lenders signatory thereto and the Administrative Agent, which date is July 19, 2018.

“Benefit Plan” means any of (a) an “employee benefit plan” (as defined in ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such “employee benefit plan” or “plan”.

“Plan Assets” means “plan assets” within the meaning of U.S. Department of Labor Regulation 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA.

“PTE” means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

(b) Section 1.01 of the Credit Agreement is hereby amended by replacing clause (iv) of the definition of “Consolidated EBITDA” with the following:

“(iv) any non-recurring non-cash expenses or losses of the Company and the Subsidiaries for such period which do not represent a cash item in such period or any future period”

(c) The definition of “Leverage Ratio” in Section 1.01 of the Credit Agreement is hereby amended by replacing the phrase “Total Indebtedness” with “Total Funded Indebtedness”.

(d) The definition of “Material Adverse Effect” in Section 1.01 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

““Material Adverse Effect” means an event or circumstance that constitutes a material adverse effect on (a) the business, operations or financial condition of the Company and the Subsidiaries taken as a whole, (b) the ability of the Company, individually, or the Loan Parties, taken as a whole, to perform any of its, or their, as applicable, material obligations under this Agreement or (c) the legality, validity, binding effect or enforceability against the Loan Parties of this Agreement and the other Loan Documents; provided, however that any event or circumstance related to any public nuisance claim in the state of California so long as the aggregate

amounts in respect of any judgment, settlement or other payment pursuant to an agreement related thereto do not exceed \$1,150,000,000 shall not constitute a “Material Adverse Effect” hereunder.”

(e) The definition of “ Material Indebtedness ” in Section 1.01 of the Credit Agreement is hereby amended by replacing the reference to “\$75,000,000” with “\$100,000,000”.

(f) Section 1.01 of the Credit Agreement is hereby amended by replacing the definition of “ Total Indebtedness ” with the following definition of “ Total Funded Indebtedness ”:

““ Total Funded Indebtedness ” means all Indebtedness of the Company and the Subsidiaries of the type described in clauses (a), (b), (g), (h) (to the extent drawn and not reimbursed) and, without duplication, (f) (with respect to any Indebtedness described in clauses (a), (b), (g) or (h) (to the extent drawn and not reimbursed) of the definition of “ Indebtedness ”) of the definition of “ Indebtedness ”, in each case determined on a consolidated basis in accordance with GAAP consistently applied; it being understood that (i) if the Company or any Subsidiary delivers or causes to be delivered an irrevocable repayment or redemption notice that results in Indebtedness in the form of debt securities being due and payable in full not later than 30 days after such repayment or redemption notice has been delivered and deposits cash with or for the benefit of the trustee or holders of such Indebtedness to fund such repayment or redemption, then such Indebtedness shall be considered repaid or redeemed; provided that if any applicable deposit is returned and the corresponding Indebtedness is not repaid or redeemed, but remains outstanding, such Indebtedness shall no longer be considered repaid or redeemed and (ii) if the Company or any Subsidiary commences a tender offer to repurchase Indebtedness (the “ Repurchased Indebtedness ”) and will be obligated to repurchase such Indebtedness for payment in full, together with accrued and unpaid interest thereon, after the satisfaction or waiver of any conditions of such tender offer, and in connection therewith issues Indebtedness in the form of debt securities (the “ New Indebtedness ”) the proceeds of which are to be used to repurchase the Repurchased Indebtedness within 30 days of issuance of such New Indebtedness (the “ Period ”), then to the extent, and solely so long as, the Company or any Subsidiary either holds the proceeds of such New Indebtedness in escrow pursuant to customary arrangements, or otherwise sets aside the proceeds of such New Indebtedness in Dollars to fund such repurchase of Repurchased Indebtedness, then the amount of such New Indebtedness shall be deemed for the purpose of this definition to be reduced by the amount of the proceeds thereof that are so held in escrow or set aside (solely to the extent and for so long as so held or set aside, and not for the avoidance of doubt to the extent applied to repurchase the Repurchased Indebtedness or applied for any other purpose other than the repayment of the New Indebtedness); provided, further that upon the end of the Period, the deemed reduction of the New Indebtedness described above shall no longer apply.”

(g) Section 1.04 of the Credit Agreement is hereby amended by inserting “(a)” prior to the beginning of the first sentence of Section 1.04 and inserting the following new clause (b) immediately after the last sentence of such Section 1.04:

“(b) Notwithstanding anything to the contrary contained in Section 1.04(a) or in the definition of “ Capital Lease Obligations ”, in the event of an accounting change requiring all leases to be capitalized, only those leases (assuming for purposes hereof that such leases were in existence on the Amendment No. 1 Effective Date) that would constitute capital leases in conformity with GAAP on the date hereof shall be considered capital leases, and all calculations and deliverables under this Agreement or any other Loan Document shall be made or delivered, as applicable, in accordance therewith.”

(h) Section 6.01(q) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(q) in addition to the Liens permitted pursuant to any of the foregoing subsections, other Liens securing obligations in an amount not greater than 20% of Consolidated Net Tangible Assets at any time.”

(i) Section 6.03 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“Section 6.03 *Leverage Ratio* . After the Amendment No. 1 Effective Date, the Company will not permit the Leverage Ratio as of the last day of any fiscal quarter or fiscal year of the Company to exceed 4.75 to 1.00, which level shall step down to (i) 4.25 to 1.00 commencing on the fiscal quarter of the Company ending March 31, 2019, (ii) 3.75 to 1.00 commencing on the fiscal quarter of the Company ending September 30, 2019 and (iii) 3.50 to 1.00 commencing on the fiscal quarter of the Company ending March 31, 2020 and thereafter.”

(j) Clause (k) of Article VII of the Credit Agreement is hereby amended by (i) replacing each reference to “\$75,000,000” with a reference to “\$100,000,000” and (ii) inserting the phrase “in each case other than a judgment resulting from any public nuisance claim litigation in the state of California so long as the aggregate of any such judgments does not exceed \$1,150,000,000” at the end thereof.

(k) Article VIII of the Credit Agreement is hereby amended by (i) inserting the phrase “Section 8.01 The Administrative Agent” prior to the beginning of the first sentence of Section 8.01 and (ii) inserting the following new Section 8.02 immediately after the end of Section 8.01:

“ Section 8.02 Certain ERISA Matters. (a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, the Joint Lead Arrangers and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Company or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using Plan Assets of one or more Benefit Plans in connection with the Loans or the Commitments,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a “ Qualified Professional Asset Manager ” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or such Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, the Joint Lead Arrangers and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Company or any other Loan Party, that:

(i) none of the Administrative Agent, the Joint Lead Arrangers or any of their respective Affiliates is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto),

(ii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement is independent (within the meaning of 29 CFR § 2510.3-21) and is a bank, an insurance carrier, an investment adviser, a broker-dealer or other person that holds, or has under management or control, total assets of at least \$50 million, in each case as described in 29 CFR § 2510.3-21(c)(1)(i)(A)-(E),

(iii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement is capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies,

(iv) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement is a fiduciary under ERISA or the Code, or both, with respect to the Loans, the Commitments and this Agreement and is responsible for exercising independent judgment in evaluating the transactions hereunder, and

(v) no fee or other compensation is being paid directly to the Administrative Agent, the Joint Lead Arrangers or any their respective Affiliates for investment advice (as opposed to other services) in connection with the Loans, the Commitments or this Agreement.

(c) The Administrative Agent, the Joint Lead Arrangers and each of their respective Affiliates hereby inform the

Lenders that each such Person is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Commitments and this Agreement, (ii) may recognize a gain if it extended the Loans, or the Commitments for an amount less than the amount being paid for an interest in the Loans or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing."

3. Effectiveness. This Amendment will become effective upon the date on which the following conditions precedent are first satisfied (the "Amendment Effective Date"):

(a) The Administrative Agent shall have received from the Company and from the Required Lenders an executed counterpart of this Amendment (or photocopies thereof sent by fax, .pdf or other electronic means, each of which shall be enforceable with the same effect as a signed original).

(b) The Administrative Agent shall have received a certificate, dated the Amendment Effective Date and signed by the President, a Vice President or a Financial Officer of the Company, confirming (i) the representations and warranties of the Company set forth in this Amendment and in the Credit Agreement (including, without limitation, the representations set forth in Sections 3.04(b) and 3.06 of the Credit Agreement) shall be true and correct in all material respects (other than any such representation or warranty which is qualified by materiality or material adverse effect, in which case, such representation or warranty shall be true and correct in all respects) on and as of the Amendment Effective Date (except to the extent that any such representation and warranty expressly relates to an earlier date, in which case it shall be true and correct in all material respects as of such earlier date (other than any such representation or warranty which is qualified by materiality or material adverse effect, in which case, such representation or warranty shall be true and correct in all respects as of such earlier date)) and (ii) no Default shall have occurred and be continuing as of the Amendment Effective Date.

(c) The Administrative Agent shall have received all fees and other amounts due and payable on or prior to the Amendment Effective Date, including, to the extent invoiced one (1) Business Day prior to the Amendment Effective Date, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Company under the Credit Agreement.

(d) The Administrative Agent shall have received all documentation and other information reasonably requested by the Administrative Agent at least three (3) Business Days prior to the Amendment Effective Date under applicable "know your customer" and anti-money laundering rules and regulations including, without limitation, the USA PATRIOT Act, in each case to the extent requested in writing at least ten (10) Business Days prior to the Amendment Effective Date.

4. Representations and Warranties. The Company represents and warrants, as of the date hereof, that, after giving effect to the provisions of this Amendment:

(a) (i) The execution, delivery and performance of this Amendment by the Company are within its corporate or other organizational powers and have been duly authorized by all necessary corporate or other organizational action, (ii) this Amendment has been duly executed and delivered by the Company and (ii) this Amendment constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other applicable Laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at Law;

(b) Each of the representations and warranties made by the Company in Article III of the Credit Agreement is true in all material respects on and as of the date hereof as if made on and as of the date hereof, except (i) to the extent that such representations and warranties refer to an earlier date, in which case they were true in all material respects as of such earlier date or (ii) to the extent that such representations and warranties are qualified as to materiality or Material Adverse Effect, in which case such representations and warranties shall be true in all respects; and

(c) No Default or Event of Default has occurred and is continuing.

5. Continuing Effect of the Credit Agreement. This Amendment is limited solely to the matters expressly set forth herein. Subject to the express terms of this Amendment, the Credit Agreement and the other Loan Documents remain in full force and effect, and the Company and the Lenders acknowledge and agree that all of their obligations hereunder and under the Credit Agreement and the other Loan Documents shall be valid and enforceable and shall not be impaired or limited by the execution or effectiveness of this Amendment except to the extent specified herein. Upon the effectiveness of this Amendment, each reference in the Credit Agreement

and in any exhibits attached thereto to “this Agreement”, “hereunder”, “hereof”, “herein” or words of similar import shall mean and be a reference to the Credit Agreement after giving effect hereto.

6. Miscellaneous.

(a) The Company hereby ratifies the Credit Agreement and each other Loan Document and acknowledges and reaffirms (a) that it is bound by all terms of the Credit Agreement and the other Loan Documents applicable to it and (b) that it is responsible for the observance and full performance of its obligations.

(b) This Amendment shall constitute a “Loan Document” for all purposes of the Credit Agreement and the other Loan Documents.

(c) This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same amendatory instrument and any of the parties hereto may execute this Amendment by signing any such counterpart. Delivery of a counterpart by electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

(d) This Amendment shall be governed by, and construed in accordance with, the law of the State of New York.

(e) The provisions of Sections 9.03 (Expenses; Indemnity; Damage Waiver) (except clause (c) thereof); 9.05 (Survival); 9.06 (Counterparts; Integration; Effectiveness); 9.09 (Governing Law; Jurisdiction; Consent to Service of Process); 9.10 (WAIVER OF JURY TRIAL); 9.12 (Confidentiality) and 9.18 (Electronic Execution of Assignments and Certain Other Documents) of the Credit Agreement shall apply with like effect to this Amendment.

7. No Actions, Claims, Etc. As of the date hereof, the Company hereby acknowledges and confirms that it has no knowledge of any actions, causes of action, claims, demands, damages and liabilities of whatever kind or nature, in law or in equity, against the Administrative Agent, the Lenders, or the Administrative Agent’s or the Lenders’ respective officers, employees, representatives, agents, counsel or directors arising from any action by such Persons, or failure of such Persons to act under the Credit Agreement or any other Loan Document on or prior to the date hereof.

8. No Waivers. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender, the Administrative Agent or any other party under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

9. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10. Entirety. This Amendment, together with the other Loan Documents, embody the entire agreement among the parties hereto and supersede all prior agreements and understandings, oral or written, if any, relating to the subject matter hereof.

11. Headings. Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Amendment.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

THE SHERWIN-WILLIAMS COMPANY,
an Ohio corporation

By: /s/ Jeffrey J. Miklich
Name: Jeffrey J. Miklich
Title: Vice President and Treasurer

CITIBANK, N.A., as Administrative Agent

By: /s/ Michael Vondriska
Name: Michael Vondriska
Title: Vice President

CITIBANK, N.A.
as a Lender

By: /s/ Michael Vondriska
Name: Michael Vondriska
Title: Vice President

Wells Fargo Bank, N.A.
as a Lender

By: /s/ Daniel R. Van Aken
Name: Daniel R. Van Aken
Title: Managing Director

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Scott Nolan
Name: Scott Nolan
Title: Vice President

SUNTRUST BANK
as a Lender

By: /s/ Lisa Garling
Name: Lisa Garling
Title: Director

U.S. Bank National Association
as a Lender

By: /s/ Mark D. Rodgers
Name: Mark D. Rodgers
Title: Vice President

BRANCH BANKING AND TRUST COMPANY
as a Lender

By: /s/ Sharona Yen
Name: Sharona Yen
Title: Banking Officer

KeyBank National Association, as a Lender

By: /s/ Marianne T. Meil
Name: Marianne T. Meil
Title: Sr. Vice President

ROYAL BANK OF CANADA,
as a Lender

By: /s/ Sinan Tarlan
Name: Sinan Tarlan
Title: Authorized Signatory

Morgan Stanley Bank North America
as a Lender

By: /s/ Jake Dowden
Name: Jake Dowden
Title: Authorized Signatory

HSBC Bank USA, N.A.
as a Lender

By: /s/ David A. Mandell
Name: David A. Mandell
Title: Managing Director

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED, as a
Lender

By: /s/ Thomas E. Ferguson
Name: Thomas E. Ferguson
Title: Director

Lloyds Bank plc
as a Lender

By: /s/ Tina Wong
Name: Tina Wong
Title: Assistant Manager, Transaction Execution
By: /s/ Jennifer Larrow
Name: Jennifer Larrow
Title: Assistant Manager, Transaction Execution

City National Bank, as a Lender

By: /s/ Diane Morgan
Name: Diane Morgan
Title: Vice President

TriState Capital Bank
as a Lender

By: /s/ Ellen Frank
Name: Ellen Frank
Title: Senior Vice President

Northwest Bank
as a Lender

By: /s/ C. Forrest Tefft
Name: C. Forrest Tefft
Title: Senior Vice President

AMENDMENT NO. 1

AMENDMENT NO. 1 TO THE AGREEMENT FOR LETTER OF CREDIT, dated as of July 26, 2018 (this “Amendment”), between THE SHERWIN-WILLIAMS COMPANY, an Ohio corporation (the “Applicant”), and Citibank, N.A. (“Citibank”). Capitalized terms not otherwise defined in this Amendment have the same meanings as specified in the Reimbursement Agreement referred to below.

PRELIMINARY STATEMENTS:

(1) The Applicant and Citibank are parties to that certain Agreement for Letter of Credit, dated as of May 9, 2016 (the “Reimbursement Agreement”).

(2) The Applicant and Citibank have agreed, on the terms and conditions set forth herein, to amend the Reimbursement Agreement as specified herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Amendments to Reimbursement Agreement. Upon, and subject to, the satisfaction or waiver in accordance with Section 19 of the Reimbursement Agreement of the conditions precedent set forth in Section 2 below, the Reimbursement Agreement is hereby amended as follows:

(a) Section 13(e)(ii) of the Reimbursement Agreement is hereby amended and restated in its entirety as follows:

"(b) in addition to Permitted Liens, other Liens securing obligations in an amount not greater than 20% of Consolidated Net Tangible Assets at any time."

(b) The following definition in Section 26 of the Reimbursement Agreement is hereby amended and restated in its entirety as follows:

“**Material Adverse Effect**” means an event or circumstance that constitutes a material adverse effect on (a) the business, operations or financial condition of the Applicant and the Subsidiaries taken as a whole, (b) the ability of the Applicant to perform any of its material obligations under this Agreement or (c) the legality, validity, binding effect or enforceability against the Applicant of this Agreement; provided, however that any event or circumstance related to any public nuisance claim in the State of California so long as the aggregate amounts in respect of any judgment, settlement or other payment pursuant to an agreement related thereto do not exceed \$1,150,000,000 shall not constitute a "Material Adverse Effect" hereunder."

SECTION 2. Conditions of Effectiveness. Section 1 of this Amendment shall become effective on the date (the “Amendment No. 1 Effective Date”) on which:

(a) Citibank shall have received a counterpart signature page of this Amendment duly executed by the Applicant or written evidence reasonably satisfactory to Citibank that such party has executed this Amendment; and

(b) the representations and warranties set forth in Section 4 of this Amendment shall be true and correct in all respects.

SECTION 3. Effect of this Amendment, Etc.

(a) Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of Citibank under the Reimbursement Agreement, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Reimbursement Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

(b) Nothing herein shall be deemed to entitle the Applicant to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Reimbursement Agreement in similar or different circumstances.

(c) After the Amendment No. 1 Effective Date, each reference in the Reimbursement Agreement to “this Agreement”, “hereunder”, “hereof” or words of like import referring to the Reimbursement Agreement, shall mean and be a reference to the Reimbursement Agreement, as modified hereby.

SECTION 4. Representations and Warranties. The Applicant represents and warrants to Citibank that, on and as of the date hereof and on and as of the Amendment No. 1 Effective Date:

(a) (i) The execution, delivery and performance by the Applicant of this Amendment and the transactions contemplated hereby have been duly authorized by all necessary corporate action, and (ii) this Amendment has been duly executed and delivered by the Applicant and constitutes a legal, valid and binding obligation of the Applicant, enforceable against the Applicant in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar laws of general applicability relating to or affecting creditors’ rights generally and subject to general principals of equity, regardless of whether considered in a proceeding in equity or at law.

(b) The representations and warranties of the Applicant contained in the Reimbursement Agreement are true and correct in all material respects; provided that, to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date.

(c) Both before and after giving effect to this Amendment, no Default or Event of Default has occurred and is continuing.

SECTION 5. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by .pdf or other form of electronic communication of an executed counterpart of a signature page to this Amendment shall be effective as delivery of an original executed counterpart of this Amendment.

SECTION 6. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AMENDMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 8. Jurisdiction; Consent to Service of Process.

(a) The Applicant hereby submits to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York State court sitting in New York City for purposes of all legal proceedings arising out of or relating to this Amendment or the transactions contemplated hereby.

(b) The Applicant irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

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IN WITNESS WHEREOF , the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

THE SHERWIN-WILLIAMS COMPANY

By: /s/ Jeffrey J. Miklich
Name: Jeffrey J. Miklich
Title: Vice President and Treasurer

CITIBANK, N.A.

By: /s/ John Chun
Name: John Chun
Title: Vice President

FIRST AMENDMENT TO CONTINUING AGREEMENT

dated as of September 6, 2018

Goldman Sachs Bank USA
200 West Street
New York, New York 10282
Attention: Iva Vukina

Ladies and Gentlemen:

Reference is made to the Continuing Agreement for Standby Letters of Credit dated as of September 11, 2017 (the “**Continuing Agreement**”) among The Sherwin-Williams Company, an Ohio corporation, as the Company, and Goldman Sachs Bank USA (“**Goldman**”). Capitalized terms used herein and not otherwise defined herein have the meanings given such terms in the Continuing Agreement.

The Company hereby requests that the Continuing Agreement be amended as provided below.

Section 1. First Amendment to Continuing Agreement. The parties agree that, subject to the satisfaction of the conditions precedent to effectiveness set forth in Section 2 below and on and as of the Continuing Agreement First Amendment Effective Date (as defined below), the Continuing Agreement is hereby amended as follows:

(i) The second paragraph of the Preamble of the Continuing Agreement is hereby amended by replacing the words “not to exceed at any time the available amount of the Security Letter of Credit, in accordance with the terms and conditions hereof.” with the words:

“not to exceed at any time (i) the amount then available under the Security Letter of Credit or (ii) the amount scheduled to be available from time to time under the Security Letter of Credit, giving effect to any scheduled reductions in the amount of the Security Letter of Credit that are scheduled to take effect while any one or more of such Credits are outstanding, substantially in accordance with the terms and conditions hereof.”

(ii) Clause (a) of Section 1 of the Continuing Agreement is hereby amended and restated in its entirety to read as follows:

“(a) the delivery to Goldman of the Security Letter of Credit, which shall on the date of any LC Event (i) have an available amount not less than the sum of (A) the aggregate amount of the Credits outstanding on such date, plus (B) the aggregate amount of Drafts, if any, not reimbursed by or on behalf of the Applicant on such date, plus (C) the amount of any Credit that (or of any increase in the available amount of any Credit) that the Applicant has requested Goldman to issue on such date (the sum of clauses (A), (B) and (C) being the “**Exposure Amount**”), and (ii) be scheduled, in accordance with its terms and conditions and giving effect to any scheduled reductions in the amount of the Security Letter of Credit that are scheduled to take effect from time to time during the term of such Credit, to at all times have an available amount during the term of such Credit not less than the sum of (x) the aggregate amount of the Credits scheduled, in accordance with their respective terms and conditions, to be outstanding during such term both before and after giving effect to such LC Event plus (y) the amount referred to in the foregoing clause (B);”

(iii) The defined term “Business Day” set forth in Section 26 of the Continuing Agreement is hereby amended by replacing the words “Irving, Texas” with the words “Dallas, Texas”.

(iv) The first sentence of Section 19 of the Continuing Agreement is hereby amended and restated in its entirety to read as follows:

“Notices shall be effective, if to Applicant, when sent to its address indicated below the signature line and, if to Goldman, when received at Goldman Sachs Bank USA, 200 West Street, New York, New York 10282, Attention: Iva Vukina or as to either, such other address as either may notify the other in writing.”

(v) Goldman’s address for payment under Section 4 of the Continuing Agreement is hereby amended and restated in its entirety to read: “Two Penns Way, Suite 110, New Castle, Delaware 19720”; and

(vi) Goldman's address wherever else it may appear in the Continuing Agreement as amended is hereby amended and restated in its entirety to read: "2001 Ross Avenue, 29th Floor Dallas, TX 75201".

Section 2. Conditions to Effectiveness. Section 1 of this First Amendment to Continuing Agreement (this "**First Amendment to Continuing Agreement**") shall be effective as of September 6, 2018 (the "**Continuing Agreement First Amendment Effective Date**") when and if Goldman and the Company shall each have received executed counterparts of this First Amendment to Continuing Agreement.

Goldman shall provide the Company prompt written notice of the occurrence of the Continuing Agreement First Amendment Effective Date.

Section 3. Representations and Warranties. The Company represents and warrants that (i) the representations and warranties set forth in Section 14 of the Continuing Agreement, as amended hereby (referring to Article III of the Credit Agreement, with each reference to "this Agreement", "hereunder", "hereof" and words of like import in the Credit Agreement being deemed to be a reference to this First Amendment to Continuing Agreement and the Continuing Agreement, as amended hereby), are true and correct in all material respects on and as of the date hereof as though made on and as of such date (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date), and (ii) no event has occurred and is continuing, or would result from the execution and delivery of this First Amendment to Continuing Agreement, that constitutes a Default.

Section 4. Effect on the Continuing Agreement. The execution, delivery and effectiveness of this First Amendment to Continuing Agreement shall not operate as a waiver of any right, power or remedy of Goldman under the Continuing Agreement, or constitute a waiver of any provision of the Continuing Agreement. Except as expressly amended in this First Amendment to Continuing Agreement, the Continuing Agreement is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. This First Amendment to Continuing Agreement shall be binding on the parties hereto and their respective successors and permitted assigns under the Continuing Agreement.

Section 5. Costs, Expenses and Taxes. The Company agrees to pay promptly all of Goldman's reasonable out-of-pocket costs and expenses in connection with the preparation, execution and delivery of this First Amendment to Continuing Agreement and any other instruments and documents to be delivered hereunder, including, without limitation, the reasonable fees and out-of-pocket expenses of Goldman's counsel with respect thereto.

Section 6. Miscellaneous . This First Amendment to Continuing Agreement shall be subject to the provisions of Sections 19, 23, 24, 25, and 27 of the Continuing Agreement, each of which is incorporated by reference herein, *mutatis mutandis* .

If you consent and agree to the foregoing, please evidence such consent and agreement by (i) executing and returning a counterpart to this First Amendment to Continuing Agreement by facsimile or e-mail to Annie Sinofsky (fax no. 212-377-6077 / e-mail: fsinofsky@mosessinger.com) and (ii) promptly thereafter executing and returning four (4) original counterparts to this First Amendment to Continuing Agreement by overnight mail to Moses & Singer LLP, 405 Lexington Avenue, New York, NY, 10174, Attention: Annie Sinofsky.

[remainder of page intentionally left blank]

Very truly yours,

THE SHERWIN-WILLIAMS COMPANY,
as Company

By: /s/ Jeffrey J. Miklich
Name: Jeffrey J. Miklich
Title: Vice President and Treasurer

Consented and Agreed to:

GOLDMAN SACHS BANK USA,

By: /s/ David C. Bear
Name: David C. Bear
Title: Authorized Signatory

CERTIFICATION

I, John G. Morikis, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Sherwin-Williams Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 25, 2018

/s/ John G. Morikis

John G. Morikis

Chairman, President and Chief Executive Officer

CERTIFICATION

I, Allen J. Mistysyn, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Sherwin-Williams Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 25, 2018

/s/ Allen J. Mistysyn

Allen J. Mistysyn

Senior Vice President - Finance and
Chief Financial Officer

SECTION 1350 CERTIFICATION
CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of The Sherwin-Williams Company (the "Company") for the period ended September 30, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, John G. Morikis, Chairman, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: October 25, 2018

/s/ John G. Morikis

John G. Morikis

Chairman, President and
Chief Executive Officer

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to The Sherwin-Williams Company and will be retained by The Sherwin-Williams Company and furnished to the Securities and Exchange Commission or its staff upon request.

SECTION 1350 CERTIFICATION
CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of The Sherwin-Williams Company (the "Company") for the period ended September 30, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Allen J. Mistysyn, Senior Vice President-Finance and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: October 25, 2018

/s/ Allen J. Mistysyn

Allen J. Mistysyn

Senior Vice President - Finance and
Chief Financial Officer

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to The Sherwin-Williams Company and will be retained by The Sherwin-Williams Company and furnished to the Securities and Exchange Commission or its staff upon request.