

**AGREEMENT REGARDING USE OF INFORMATION FOR FINANCIAL ASSISTANCE  
PURSUANT TO OHIO REVISED CODE SECTION 9.66(D)**

This Agreement Regarding Use of Information for Financial Assistance (“**Agreement**”) is made and entered into between **Pioneer Development, an Ohio Limited Liability Corporation** (together with its affiliates, “**Applicant**”), and the **City of Gahanna**, a municipal corporation organized and validly existing under the Constitution and laws of the State of Ohio and its Charter (“**Governmental Unit**”). The Parties (as defined below in this preamble) wish to use Confidential Information (as defined below in Section 4) for the following purpose(s): (a) to demonstrate substantial compliance by the Governmental Unit with the provisions of Ohio Revised Code Section 9.66(D), effective March 20, 2026; (b) to evaluate, facilitate and consider offering economic development assistance, or any grant, subgrant, exemption, credit, loan, award, cooperative agreement, or other similar and related form of financial assistance to Applicant (“**Transaction**”) in connection with Applicant’s potential investments, including real estate and other fixed asset investments, within the jurisdiction of the Governmental Unit; and (c) to fulfill each Party’s obligations to the extent the terms set forth below are incorporated therein (the “**Purpose**”). Applicant and the Governmental Unit enter into this Agreement (each a “**Party**” and collectively, the “**Parties**”) to protect the Governmental Unit and its officials in accordance with the following terms:

1. Ohio Revised Code Section 9.66(D), as enacted by the 136<sup>th</sup> General Assembly in Substitute House Bill No. 184, effective March 20, 2026, reads as follows:

*Information submitted to a political subdivision, a port authority created under Chapter 4582. of the Revised Code, or a tax incentive review council created under section 5709.85 of the Revised Code, from an applicant or recipient of economic development assistance, or of any grant, subgrant, exemption, credit, loan, award, cooperative agreement, or other similar and related form of financial assistance, and any information taken for any purpose from that information, is confidential and not a public record under section 149.43 of the Revised Code. However, the political subdivision, port authority, or tax incentive review council may use that information to the extent required to secure approval of an application and to comply with specific mandates imposed under the Revised Code, provided that under no circumstance shall the political subdivision, port authority, or tax incentive review council publicly disclose information, with respect to an applicant or a recipient, whether anonymized or not anonymized, that is not a public record open to public inspection.*

2. Applicant, for itself and all of its affiliates and its and their members, principals, officers, directors, employees, and agents, and the successors and assigns of the foregoing (the “**Applicant Parties**”) hereby waives any and all rights they may have under Ohio Revised Code Section 9.66(D). The Applicant Parties further release, hold harmless, and indemnify the Governmental Unit and its legislative authority and all of its and their members, principals, officers, directors, employees, and agents, and the successors and assigns of the foregoing (the “**Indemnified Parties**”) from and against all damages, losses, settlement payments, obligations, liabilities, claims, suits, penalties, fines, assessments, citations, directives, demands, judgments, actions or causes of action, whether statutorily created or under the common law, including all costs and expenses (including, without limitation, reasonable fees and disbursements of attorneys, engineers, and consultants) and all other liabilities whatsoever (including, without limitation, liabilities under any applicable environmental laws, regulations or rules) which shall at any time or times be incurred, suffered, sustained, or required to be paid by or asserted against any such Indemnified Party on account of or in relation to or in any way in connection with Ohio Revised Code Section 9.66(D) with respect to the Transaction or the disclosure of information or public records provided by the Applicant except to the extent caused by the gross negligence, willful misconduct, or material breach of this Agreement by the Governmental Unit or its Authorized Personnel. The waivers, releases, and indemnifications in this Section 2 are to survive any termination of this Agreement under Sections 3, 11, and 12.
3. Subject to Section 2, and Sections 11 and 12 below, the term of this Agreement commences on the date the last Party below signs and terminates on the later of (a) three years from that date, or (b) the conclusion of any Transaction.
4. In connection with the Purpose, an Applicant may disclose certain information it considers confidential and/or proprietary for purposes of Ohio Revised Code Section 9.66(D) (“**Confidential Information**”) to the Governmental Unit, including, but not limited to, tangible, intangible, oral, visual, electronic present and/or future information, however and whenever acquired, including, but not limited to, by post, fax, e-mail, text message (SMS) the following: (a) trade secrets (whether or not subject to or protected by copyright, patent, or trademark (registered or unregistered); (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs, and know-how; (d) business information, including operations, planning, marketing interests, and products; or (e) the terms of any proposed agreements to be entered into between the Parties and the discussions, negotiations, and proposals related thereto, to the extent that such terms include information described in (a) through (d) above. For avoidance of doubt, Confidential Information **does not include** information that (a) is, or will be, a public record pursuant to the Governmental Unit’s official legislative acts in the consideration, denial, or approval of an application or agreement subject to Ohio Revised Code Section 9.66(D), (b) is otherwise known to the Governmental Unit prior to disclosure, or (c) is generally known to the Governmental Unit by direct or indirect disclosure of such information by the Applicant.
5. The Governmental Unit is authorized by Applicant to assume that any information provided by Applicant in connection with the Transaction or otherwise is not “Confidential.” In order to designate any Confidential Information, such information must be stamped or labeled “Confidential” or otherwise be designated in writing as “Confidential” at the time such information is disclosed to the Governmental Unit, or within ten (10) business days following disclosure if such designation was inadvertently omitted.
6. The Parties acknowledge that the Governmental Unit is a public office subject to Ohio’s Public Records Law (Ohio Revised Code Section 149.43) (the “**Act**”). The Act generally requires the Governmental Unit, upon proper request, to prepare and make available “public records” (as defined in the Act) within a reasonable period of time, unless the Governmental Unit determines that the subject of the requested materials falls within one of the exemptions from the Act’s disclosure requirements. The Applicant authorizes the Governmental Unit to disclose any public records related to the Transaction that may exist now or in the future. Notwithstanding the foregoing, the Parties recognize and acknowledge that certain types of records, materials, and information may or may not be exempted from the Act’s disclosure requirements including the following: trade secrets and economic development project information (Ohio Revised Code Sections 122.36 and 1333.61 *et seq.*); tax returns and related information (Ohio Revised Code Sections 718.13, 5703.21, 5711.101); records deemed confidential under other state or federal law (Ohio Revised Code Section 149.43(A)(1)(v));

internet access to social security numbers (Ohio Revised Code Section 149.45); certain financial information (Ohio Revised Code Section 122.75); certain materials and data relating to "energy resource development facilities" as defined in Ohio Revised Code Section 1551.01(B) (Ohio Revised Code Section 1551.11(B)); certain information provided by an employer to a port authority (Ohio Revised Code Sections 4582.091 and 4582.58(B)); certain information provided by an entity to a community improvement corporation (Ohio Revised Code Section 1724.11); and certain records received by JobsOhio (Ohio Revised Code Section 187.04(C)(2)).

7. The Governmental Unit, in order to consider providing financial assistance to the Applicant, must use certain information provided by the Applicant and must create one or more public records derived from that information. The Governmental Unit is authorized by Applicant to assume that any written information provided by Applicant in connection with the Transaction is a public record and is subject to disclosure under the Act unless the Applicant has complied with the provisions of Section 4 of this Agreement when such information was disclosed to the Governmental Unit. The Governmental Unit is authorized by Applicant to require independent disclosure by Applicant to an information repository or to the public of information required to be known by the Governmental Unit in order for the Governmental Unit to consider providing financial assistance to the Applicant. The Parties agree that certain information provided to the Governmental Unit by Applicant may be exempt from the disclosure requirements of the Act. The Applicant shall designate in writing any information provided to the Governmental Unit that Applicant considers to be Confidential pursuant to Section 4 and intended by Applicant to be exempt from disclosure requirements of the Act (collectively, "**Exempted Materials**") when such information is disclosed. Any Exempted Materials related to the Transaction and clearly marked as Exempted Materials (i.e., stamped or labeled "Confidential") by Applicant shall be treated by the Governmental Unit as exempt from disclosure under the Act, and not as public records, and the Governmental Unit will not release such Exempted Materials (including any component information contained therein) to any third party unless (a) the Act is amended following the date of this Agreement to require that such Exempted Materials are no longer exempt, (b) Ohio Revised Code Section 9.66(D) is amended following the date of this Agreement to require that such Exempted Materials are no longer exempt pursuant to Ohio Revised Code Section 9.66(D), or (c) mandated by a court of competent jurisdiction. Prior to disclosing any Exempted Materials pursuant to a public records request, subpoena, court order, or operation of law, the Governmental Unit shall provide Applicant with at least five (5) business days' prior written notice. This notice period is intended to allow Applicant, at its sole expense, the opportunity to seek a protective order, injunction, or other appropriate legal remedy to prevent disclosure. It will be the responsibility of Applicant, and not the Governmental Unit, to defend the designation of any information as exempt from disclosure under the Act, including initiation of any court proceedings necessary to prevent disclosure as a public record.
8. Subject to Sections 6 and 7, the Governmental Unit will (a) use the Confidential Information only for governmental purposes, (b) not permit the Confidential Information to be accessed or used for any purpose other than governmental purposes, (c) immediately notify the Applicant of any unauthorized disclosure of Confidential Information or other breaches of this Agreement by the Governmental Unit or its representatives of which the Governmental Unit has knowledge and (d) fully cooperate, but without incurring any monetary obligation to cooperate, with the Applicant in any effort undertaken by the Applicant to enforce its rights related to any such unauthorized disclosure. Confidential Information may be disseminated to members, principals, officers, directors, employees, and agents of the Governmental Unit, and legal counsel and other advisors engaged by the Governmental Unit (collectively, "**Authorized Personnel**"). Nothing in this paragraph is meant to waive any and all immunity the Governmental Unit may have as a political subdivision under the laws of the State of Ohio.
9. This Agreement imposes no obligation upon the Governmental Unit with respect to Confidential Information: (a) which the Governmental Unit lawfully acquired other than from the Applicant; (b) is or becomes publicly available through no fault, action, omission or intervention of the Governmental Unit; (c) is received by the Governmental Unit from a third party without a contractual duty of confidentiality owed to the Applicant; (d) is independently developed by the Governmental Unit, including the creation by the Governmental Unit of public records necessary for the Transaction; (e) is disclosed pursuant to this Agreement; (f) is disclosed with the Applicant's consent; or (g) is required to be disclosed by contract, operation of law, court order, or other governmental demand.
10. APPLICANT WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE THE CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS" AND MAY BE ASSUMED TO BE A PUBLIC RECORD UNDER THE ACT.
11. This Agreement will remain in effect as provided in Section 3 unless it is otherwise terminated by mutual written agreement of the Parties.
12. The Governmental Unit, upon Applicant's written request, will promptly return all physical Confidential Information received from the Applicant except as may be required in connection with the Governmental Unit's records retention policy.
13. This Agreement imposes no obligation on a Party to approve the Transaction, exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license, transfer, or otherwise make use of any technology, services, or products.
14. No Party acquires any intellectual property rights under this Agreement (including, but not limited to, patent, copyright, and trademark rights).
15. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by the Governmental Unit without the prior written consent of Applicant. Applicant may assign or transfer this Agreement to another party eligible to obtain the benefits of the Transaction from the Governmental Unit, provided, however, that unless and until the Governmental Unit shall have received a fully executed assignment and assumption of this agreement acceptable to the Governmental Unit by any assignee or successor to Applicant, such assignment is not effective and the Governmental Unit shall have no obligation to comply with the terms and conditions of this Agreement with respect to any such assignee or successor.
16. This Agreement may be executed in one or more identical counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute the agreement when a duly authorized representative of each Party has signed the counterpart.

17. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement will not constitute a waiver thereof or of any other provision.

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In order to evidence their intent to be bound by the terms and conditions of the above Agreement Regarding Use of Information for Financial Assistance, each Party has caused this Agreement to be signed by their respective authorized representatives.

**GOVERNMENTAL UNIT:**

City of Gahanna, Ohio

Laurie A  
Jadwin

Digitally signed by Laurie A. Jadwin  
DN: cn=Laurie A. Jadwin, c=US,  
o=City of Gahanna,  
email=Laurie.Jadwin@gahanna.gov  
Date: 2026.06.05 08:54:47 -04'00'

Signature: \_\_\_\_\_

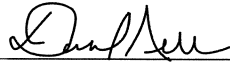
Name: \_\_\_\_\_

Title: Mayor

Date: 6.5.2026

**APPLICANT:**

Deffenbaugh Flex, LLC  
an Ohio Limited Liability Company

Signature:  \_\_\_\_\_

Name: Dave Sells

Title: Manager

Date: 6.4.2026

Approved as to form:

Signature: \_\_\_\_\_

Name: Priya D. Tamilarasan

Title: City Attorney

Date: \_\_\_\_\_

In order to evidence their intent to be bound by the terms and conditions of the above Agreement Regarding Use of Information for Financial Assistance, each Party has caused this Agreement to be signed by their respective authorized representatives.

**GOVERNMENTAL UNIT:**

**City of Gahanna, Ohio**

Signature: \_\_\_\_\_

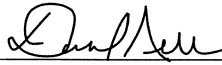
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPLICANT:**

**Deffenbaugh Flex, LLC  
an Ohio Limited Liability Company**

Signature:  \_\_\_\_\_

Name: Dave Sells \_\_\_\_\_

Title: Manager \_\_\_\_\_

Date: 6.4.2026 \_\_\_\_\_

Approved as to form: **Priya D. Tamlarasan**  
Signature: \_\_\_\_\_

Digitally signed by Priya D. Tamlarasan  
DN: cn=Priya D. Tamlarasan, c=US,  
o=City of Gahanna, ou=City Attorney,  
email=priya.tamlarasan@gahanna.gov  
Date: 2026.06.11 10:26:20 -0400

Name: Priya D. Tamlarasan

Title: City Attorney

Date: 6/11/2026 \_\_\_\_\_