

RE: BOARD OF COUNTY COMMISSIONERS, ALLEN COUNTY, OHIO ENTERS INTO A MUTUAL NON-DISCLOSURE AGREEMENT WITH BISTROZZI, LLC.

The Board of County Commissioners, Allen County, Ohio met in regular session on this 27th day of May, 2025 with the following members present: Beth Seibert, Cory Noonan and Brian Winegardner

Commissioner Seibert moved the adoption of the following resolution:

WHEREAS, correspondence has been received from Assistant Prosecutor John Willamowski Jr., requesting the Board of Allen County Commissioners enter into a Mutual Non-Disclosure Agreement with Bistrozzi, LLC.; and

WHEREAS, said Agreement allow the Board of Allen County Commissioners and Bistrozzi, LLC. to exchange confidential information to evaluate whether to enter into a Community Reinvestment Area Agreement and if the parties enter into said agreement, to fulfill each party's confidentiality obligations to the extent the terms set forth within the Mutual Non-Disclosure Agreement; and

WHEREAS, the Board deems this request to be in order and hereby grants same; now therefore

BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS, ALLEN COUNTY, OHIO, hereby enters into a Mutual Non-Disclosure Agreement with Bistrozzi, LLC., a copy of which is attached hereto and made a part hereof; and be it further

RESOLVED, that Brian Winegardner, the President of the Board of County Commissioners, is hereby given the authority to sign said agreement on behalf of the Board; and be it further

RESOLVED, this Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board; and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

Commissioner Winegardner seconded the resolution and upon the roll being called the vote resulted as follows: Commissioner Seibert, Yes; Commissioner Noonan, Yes; Commissioner Winegardner, Yes.

Adopted this 27th
day of May, 2025

BOARD OF COUNTY COMMISSIONERS
ALLEN COUNTY, OHIO

Beth Seibert
Beth Seibert

Cory Noonan
Cory Noonan

Brian Winegardner
Brian Winegardner

Brittany N. Woods
Brittany N. Woods
Clerk of the Board

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("**Agreement**") is made and entered into between **BISTROZZI LLC**, for itself and its parent, subsidiaries and affiliates ("**Company**"), and the Allen County Board of Commissioners as identified below ("**Participant**"). The parties wish to exchange Confidential Information (as defined below in Section 2) for the following purpose(s): (a) to evaluate whether to enter into a Community Reinvestment Area Agreement; and (b) if the parties enter into a Community Reinvestment Area Agreement, to fulfill each party's confidentiality obligations to the extent the terms set forth below are incorporated therein (the "**Purpose**"). The parties enter into this Agreement to protect the confidentiality of information in accordance with the following terms:

1. The Effective Date of this Agreement is the date the last party below signs.

2. In connection with the Purpose, a party may disclose certain information it considers confidential and/or proprietary ("**Confidential Information**") to the other party, 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, by text message (SMS) and/or by visual inspection during any tours of the Discloser's or its affiliates' facilities or premises; such information to include, without limitation: (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; and/or (d) business information, including operations, planning, marketing interests, products, negotiations and proposals.

3. The party receiving Confidential Information (a "**Recipient**") will have a duty to protect Confidential Information disclosed to it by the other party ("**Discloser**") only: (a) if it is clearly and conspicuously marked as "confidential" or with a similar designation; (b) if it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or (c) if it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.

4. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent: (a) any use of Confidential Information in violation of this agreement; and/or (b) communication of Confidential Information to any unauthorized third parties. Confidential Information may only be disseminated to employees, officers or directors of Recipient with a need to know and who have first signed an agreement with either of the parties containing confidentiality provisions substantially similar to those set forth herein (collectively, "**Authorized Personnel**"). A Recipient will be liable as primary obligor for any breaches of this Agreement notwithstanding that such breaches were committed by Authorized Personnel (with or without Recipient's knowledge).

5. Each party will not do the following, except with the advanced review and written approval of the other party or as otherwise permitted under Section 6 herein: make copies of documents containing Confidential Information.

6. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that: (a) the Recipient can demonstrate was already in the Recipient's actual possession or knowledge and which the Recipient lawfully acquired other than from the Discloser was; (b) is or becomes publicly available through no fault, action, omission or intervention of the Recipient; (c) is received by the Recipient from a third party without a duty of confidentiality (express or implied) owed to the Discloser; (d) is independently developed by the Recipient without a breach of this Agreement; (e) is disclosed by the Recipient with the Discloser's prior written approval; or (f) is required to be disclosed by operation of law, court order, public record request or other governmental demand ("**Process**"); provided that in any case where the Participant is the Recipient, the Recipient agrees to (i) give the Company prior written notice of such Process (at least 10 business days) sufficient to allow the Company to seek a protective

order or other remedy (except to the extent that Recipient's compliance would cause it to violate an order of the governmental entity or other legal requirement), (ii) disclose only such information as is required by the governmental entity and/or the State public record laws, and (iii) request and seek confidential treatment for any Confidential Information so disclosed to the extent allowed by law. Upon the Company's request in response to such Process, Recipient will use reasonable efforts to cooperate with the Company to obtain a protective order, restraining order, or other reasonable assurance to maintain the confidentiality of Confidential Information. If, in the absence of a protective order or restraining order, Recipient is compelled as a matter of law to disclose Confidential Information, then Recipient will disclose only that portion of said information or documents as is required by law. Nothing in this Agreement shall be interpreted to conflict with the State public record laws. As used in this Agreement, the term "State public record laws" means and refers to the public record laws generally applicable to public entities in the State of Ohio, including any exemptions thereto, and any public record laws applicable to the Allen County Board of Commissioners. Further, this Agreement imposes no obligation upon a Recipient with respect to Confidential Information that is disclosed during the course of litigation between Company and Participant, to the extent that such Confidential Information is relevant to the subject of the litigation.

7. EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS".

8. This Agreement will remain in effect until it is terminated by either party with thirty (30) days prior written notice. Notwithstanding the foregoing, this Agreement will survive with respect to Confidential Information that is disclosed before the effective date of termination.

9. Unless the parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires three (3) years from the date of disclosure. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed unless otherwise required by State public record laws.

10. This Agreement imposes no obligation on a party to exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license, transfer or otherwise make use of any technology, services or products.

11. No party acquires any intellectual property rights under this Agreement (including, but not limited to, patent, copyright, and trademark rights) except the limited rights necessary to carry out the Purpose in accordance with this Agreement.

12. Each party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.

13. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of Company. Company may assign or transfer this Agreement in its sole discretion.

14. This Agreement may be executed in two 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.

15. 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.

16. This Agreement is governed by the laws of the State of Ohio, without reference to conflict of laws principles. The exclusive venue for any dispute relating to this Agreement will be in the state or federal

courts with jurisdiction in Allen County, Ohio and any appellate court therefrom.

17. Any written notices pursuant to this Agreement shall be deemed effective if given to the parties at the following:

Allen County Board of Commissioners:

President of the Board: bwinegardner@allencountyohio.com

AND

Allen County Prosecutor: prosecutor@allencountyohio.com

Bistrozzi, LLC:

c/o Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43215
Attention: Scott J. Ziance
sjziance@vorys.com

With copy to:
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, OH 43215
Attention: Scott J. Ziance
sjziance@vorys.com

COMPANY: BISTROZZI LLC

PARTICIPANT: Allen County Board of Commissioners

Signature: _____

Signature: 

Name:

Name: Brian Winegardner

Title: Its Authorized Signatory

Title: President, Board of Commissioners

Date:

Date:

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Allen County Board of Commissioners:

President of the Board: bwinegardner@allencountyohio.com

AND

Allen County Prosecutor: prosecutor@allencountyohio.com

Bistrozzi, LLC:

c/o Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43215
Attention: Scott J. Ziance
sjziance@vorys.com

With copy to:
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, OH 43215
Attention: Scott J. Ziance
sjziance@vorys.com

COMPANY: BISTROZZI LLC

PARTICIPANT: Allen County Board of Commissioners

Signature: _____



Name:

Scott J. Ziance

Title: Its Authorized Signatory

Date:

July 1, 2025

Signature: _____



Name: Brian Winegardner

Title: President, Board of Commissioners

Date:

