REVENUE SHARING AGREEMENT
BETWEEN
CITY OF TOLEDO
AND
CITY OF SYLVANIA

THIS AGREEMENT for Revenue Sharing is entered into this ______ day of
July, 2008 between the City of Toledo ("Toledo"), acting through its Mayor, and the City
of Sylvania ("Sylvania") acting through its Mayor and Finance Director.

WITNESSETH:

WHEREAS, Toledo and Sylvania desire to enter into an agreement for revenue sharing under the
authority granted to the parties under the Constitution and laws of the State of Ohio, specifically including
the Home Rule and Public Utility provisions of the Constitution of the State of Ohio; and,

WHEREAS, the parties agree that the creation of the Revenue Sharing Agreement will facilitate
new or expanded growth for commercial or economic development in this state and the City of Sylvania;
and,

WHEREAS, the parties agree that mutual benefits along with substantial consideration exists to
support the Revenue Sharing Agreement; and,

WHEREAS, the parties agree that they are entering into the Revenue Sharing Agreement freely
and without duress or coercion; and,

WHEREAS, Sylvania is authorized to enter into this Agreement pursuant to Ordinance No. _____-
2008, passed ______________, 2008; and,

WHEREAS, Toledo is authorized to enter into this Agreement pursuant to Ordinance No.
_____, passed ______________, 2008.

NOW, THEREFORE, in consideration of the mutual promises and covenants made to each other
and other good and valuable consideration, Toledo and Sylvania do hereby agree as follows:

SECTION 1        DEFINITIONS

In addition to the words and terms defined elsewhere in this Agreement, the words and
terms set forth below shall have the meanings ascribed to them below for all purposes of this Agreement.

"Annexed Property" means all of the real estate not located within the current existing
boundaries of the City of Sylvania as reflected in the attached Exhibit A to this Agreement that is
subsequently annexed to the City of Sylvania pursuant to petitions filed by property owners after the
effective date of this Agreement.

"Businesses" means all companies, corporations, partnerships, sole proprietorships, and every enterprise, private or public, whether conducted for-profit or not-for-profit, that locate within the area of the Revenue Sharing Agreement as shown on Exhibit B, commonly referred to as the "Flower Hospital Campus" after the effective date of this Agreement.

"Cost of Living Adjustment" is equal to the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers as calculated by the U.S. Department of Labor.

"Gross Revenues" means total collections less refunds.

SECTION 2 CONTRIBUTION OF SERVICES
A. Sylvania shall furnish or cause to be furnished to the Flower Hospital Campus all municipal services historically furnished by Sylvania including, but not limited to, the following: administration of zoning; leaf collection; maintenance of ditches, water courses and storm sewers; maintenance of roads, streets, highways and bridges; snow removal; police protection; fire protection; ambulance and emergency services; building inspection; and general administration.

B. Toledo will furnish or allow Sylvania to furnish Toledo water to the Flower Hospital Campus under the terms of a separate written Water Agreement dated July 24, 1966 and hereinafter incorporated by reference. Toledo will provide services to assist Sylvania’s efforts in the further expansion, development, promotion of the FHC as well as the other areas subject to revenue sharing under this agreement as the two parties hereto may mutually agree. Sylvania and Toledo will continue to cooperate in provision of financing, both public and private, that supports the provision of infrastructure needed to enhance economic development within the FHC and other areas subject to revenue sharing herein.

C. Nothing contained herein shall be construed as obligating either party to provide any particular service, level of service or financial commitment to the FFHC, and such matters shall be left to the further mutual agreement of the parties consistent with the goal of promotion of economic development.

SECTION 3 ZONING
The zoning of the territory shall be determined by Sylvania in accordance with the charter, ordinances, rules, procedures and regulations of Sylvania.

SECTION 4 IMPROVEMENTS
Nothing herein shall be construed as imposing upon either party an obligation to undertake and pay for improvements other than as the parties may subsequently agree from time to time.
SECTION 5        COSTS
All costs relating to the collection and distribution of the municipal income tax shall be borne by Sylvania.

SECTION 6        MUNICIPAL INCOME TAX
A. The Sylvania municipal income tax shall continue to be imposed and collected in the FHC area in accordance with Chapter 171 of the Sylvania Municipal Code. Sylvania and Toledo shall share, in each year, the Gross Revenues received from the collection of the Sylvania municipal income tax generated from the Flower Hospital Campus by persons employed by businesses located on property within the Flower Hospital Campus as follows:

Toledo and Sylvania’s Tax Commissioners have established the Baseline Income Tax Revenue generated at the FHC based on the total income tax received from the FHC for Calendar Year 2007, and which shall be exempted from the Revenue Sharing calculation. The Baseline Income Tax Revenue is established at $985,741.94.

This Baseline income tax threshold shall be adjusted annually as follows:

The level of the Revised 1964 Consumer Price Index, published by the U.S. Bureau of Labor Statistics for ‘All Items and Major Group Figures for Urban Wage Earners and Clerical Workers (including single workers)’ for the entire U.S.A. for August, 2008 is hereafter called the Base Level. The index herein referred to is based upon 1967 = 100 and should such base be changed, the applicable index figures shall be adjusted to reflect such change. If, for either of the months stated, such Index is not published or issued, then the parties shall use such other index as is then generally recognized and accepted in the U.S. for similar determinations for purchase powers.

To the extent that gross revenues exceed the Baseline Income Tax threshold together with the Annual Adjustment, Sylvania shall pay Toledo 40% of the first one and one half percent (1½%) of the Sylvania Municipal Income Tax imposed with Sylvania retaining the remaining 60% of the Sylvania Municipal Income Tax imposed at the 1½% tax rate.

B. Commencing after the effective date of this Agreement and promptly following the last day of each April, July, October and January, but under no circumstances later than thirty (30) days following each such last day, Sylvania shall deliver to Toledo the portions of the amounts due to Toledo under this paragraph received by Sylvania during the three calendar months ending on the last day.

C. Sylvania and Toledo recognize the existence of various concepts with respect to tax sharing that may have significant financial impact upon economic development. The parties
agree that they will fairly consider any such concepts as they may be proposed within or outside the FHC from time to time in the future.

D. Sylvania’s Tax Commissioner shall grant full and complete access to Toledo’s Tax Commissioner to the extent permitted by the Ohio Revised Code to any and all information necessary to verify the receipts and disbursements by Sylvania to Toledo.

SECTION 7 TERM OF AGREEMENT
This Agreement shall be in force and effect for an initial term ending on July 23, 2028. At the expiration of the initial term of this Agreement, the parties may renew the Agreement upon such terms as they shall mutually agree; provided, however, that this Agreement shall automatically renew with no further action of the parties for a term of time equal to the remaining term of the then existing water service agreement (or any successor or similar agreement to supply water) in effect between the parties. Nothing herein prohibits the parties from terminating this Agreement at any time upon such terms and conditions as the parties may agree so long as such termination is by mutual agreement as provided herein. This Agreement, however, is rendered null and void in the event water from Toledo ceases to be provided to the Sylvania water service area, as set forth in the Water Agreement approved in Ordinance 2008 passed 2008.

SECTION 8 EXTENSION OF TERRITORIAL LIMITS OF REVENUE SHARING AREA
In the event that additional territory is annexed to Sylvania that lies within the boundaries that reflect the current existing boundaries of the City of Sylvania and the City of Sylvania’s Water Service Area that are established on Exhibit A to the Water Agreement, the parties agree that to the extent permitted by law such additional territory shall, without further action by the parties, be added to and become part of this Revenue Sharing Agreement and subject to all the terms and conditions of this Agreement on the first day of the calendar month next following the month in which the annexation is completed. However, this Revenue Sharing Agreement shall only apply to “new growth” in the newly annexed territory. New growth is defined as new jobs in a new facility. There will be no revenue sharing between Sylvania and Toledo for jobs located within the facilities listed on Exhibit B to the Water Agreement dated 2008 in the annexed property as of the date of this Agreement.

SECTION 9 EFFECTIVE DATE
In order for this Agreement to become effective, it shall be authorized by appropriate ordinances adopted by the legislative authorities of Toledo and Sylvania. In the event that the legislative authority of one of the parties does not adopt legislation authorizing this Agreement within thirty (30) days after the legislative authority of the other party has adopted legislation authorizing this Agreement, then, in that event, this Agreement shall be null and void and neither party shall have any claim against the other pursuant to this Agreement, except that the parties may, as they mutually agree, extend such date.

SECTION 10 MODIFICATION OF AGREEMENT
This Agreement may be modified by the parties only in writing approved by the legislative
authorities of both parties by appropriate ordinances authorizing such modification. Such modification, in order to be effective, must be authorized by appropriate legislation passed by the legislative authority of each party within ninety (90) days after the legislative authority of the other party passes the authorizing legislation.

SECTION 11 SUPPORT OF AGREEMENT
In the event any third party or parties challenge this Agreement or any of its terms, conditions or provisions in a court of law, the parties agree to cooperate with one another in defending this Agreement with the object of upholding this Agreement. Each party shall bear its own costs in any such proceeding challenging this Agreement or any term or provision thereof.

SECTION 12 EXECUTION OF OTHER DOCUMENTS
The parties agree to cooperate with one another in the implementation of this Agreement and to execute or cause to be executed, in a timely fashion, all other necessary instruments, petitions and similar documents in order to effectuate the purposes of this Agreement. This Agreement shall be executed in duplicate, both copies constituting an original.

SECTION 13 SEVERABILITY CLAUSE
The invalidity or unenforceability of any one or more phrases, sentences, sections or clauses herein contained shall not affect the validity or enforceability of the remaining portions hereof or any part hereof and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Toledo, by its Mayor and Director of Public Utilities and the City of Sylvania, by its Mayor and Director of Finance have caused this Agreement to be executed on the date first mentioned above.

CITY OF SYLVANIA
by
Craig A. Slough, Mayor

by
Scott S. Smith, Director of Finance

CITY OF TOLEDO
by
Carlton S. Finkbeiner, Mayor

by
Dallatt

APPROVED AS TO FORM:

James E. Moan, Director of Law

APPROVED AS TO CONTENT:

Jeffrey A. Balmer, Director of Public Service

APPROVED AS TO FORM:

Law Department

APPROVED AS TO CONTENT:

Director of Public Utilities
### Exhibit B

#### AREA 1

<table>
<thead>
<tr>
<th>Commercial Business</th>
<th>Address</th>
<th>Parcel No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gas Station</td>
<td>8249 Sylvania Metamora Dr.</td>
<td>78-11924</td>
</tr>
<tr>
<td>S.A.U.R.D. [Recreation Facility at Centennial Terrace]</td>
<td>5745 Centennial Rd.</td>
<td>78-08931</td>
</tr>
<tr>
<td>Serenity Gardens of Sylvania</td>
<td>5630 N. Centennial Rd.</td>
<td>78-12053</td>
</tr>
<tr>
<td>Sylvania City &amp; Township Democratic Club</td>
<td>5516 N. Centennial Rd.</td>
<td>78-11951</td>
</tr>
<tr>
<td>American Legion Hall</td>
<td>5580 N. Centennial Rd.</td>
<td>78-11951</td>
</tr>
<tr>
<td>Jo Jo's Original Pizza</td>
<td>5614 Mayberry Sq. S</td>
<td>79-72389</td>
</tr>
<tr>
<td>Andy &amp; Barney's Sports Bar</td>
<td>5614 Mayberry Sq. S</td>
<td>75-72392</td>
</tr>
<tr>
<td>Ed Jones Investment</td>
<td>5620 Mayberry Sq. S</td>
<td>79-72393</td>
</tr>
<tr>
<td>Chilli Jack’s</td>
<td>8261 Mayberry Sq. S</td>
<td>79-72398</td>
</tr>
<tr>
<td>Nautical Coffee</td>
<td>8261 Mayberry Sq. S</td>
<td>79-72398</td>
</tr>
<tr>
<td>Ocean Rays Tanning Salon</td>
<td>8257 Mayberry Sq. S</td>
<td>--</td>
</tr>
<tr>
<td>Mayberry Diner</td>
<td>8253 Mayberry Sq. S</td>
<td>--</td>
</tr>
<tr>
<td>Tangles Salon &amp; Spa</td>
<td>5648 Mayberry Sq. E</td>
<td>--</td>
</tr>
<tr>
<td>Quarry Ridge Community Church</td>
<td>5652 Mayberry Sq. E</td>
<td>--</td>
</tr>
<tr>
<td>Contours Express Fitness</td>
<td>5654 Mayberry Sq. E</td>
<td>--</td>
</tr>
<tr>
<td>Jennifer Anne’s</td>
<td>5656 Mayberry Sq. E</td>
<td>--</td>
</tr>
<tr>
<td>Pacesetter Soccer Club</td>
<td>5647 Mayberry Sq. E</td>
<td>--</td>
</tr>
<tr>
<td>Lisk &amp; Associates, CPA</td>
<td>5649 Mayberry Sq. E, Suite A</td>
<td>--</td>
</tr>
<tr>
<td>Mark Juhast, Avery Dennison</td>
<td>5649 Mayberry Sq. E, Suite B</td>
<td>--</td>
</tr>
<tr>
<td>Frameworks</td>
<td>5660 Mayberry Sq. E</td>
<td>--</td>
</tr>
<tr>
<td>Dave Weaver DDS</td>
<td>5662 Mayberry Sq. E</td>
<td>--</td>
</tr>
<tr>
<td>Kaz Bakery</td>
<td>8252 Mayberry Sq. N</td>
<td>--</td>
</tr>
<tr>
<td>Sylvania Township Police Sub-Station</td>
<td>8250 Mayberry Sq. N, Suite A</td>
<td>--</td>
</tr>
<tr>
<td>Absolute Masotherapy Therapy</td>
<td>8250 Mayberry Sq. N, Suite B</td>
<td>--</td>
</tr>
<tr>
<td>United American Insurance</td>
<td>8248 Mayberry Sq. N</td>
<td>--</td>
</tr>
<tr>
<td>Personal Eyecare</td>
<td>8254 Mayberry Sq. N</td>
<td>--</td>
</tr>
<tr>
<td>Floyd’s Barber</td>
<td>5672 Mayberry Sq. E</td>
<td>--</td>
</tr>
<tr>
<td>Skaff Group</td>
<td>5674 Mayberry Sq. E</td>
<td>--</td>
</tr>
<tr>
<td>Mayberry Cleaners</td>
<td>5674 Mayberry Sq. E</td>
<td>--</td>
</tr>
<tr>
<td>Mayberry Diner</td>
<td>8253 Mayberry Sq. S</td>
<td>--</td>
</tr>
<tr>
<td>Mayberry Cantina</td>
<td>5676 Mayberry Sq. E</td>
<td>--</td>
</tr>
</tbody>
</table>

#### AREA 3

<table>
<thead>
<tr>
<th>Commercial Business</th>
<th>Address</th>
<th>Parcel No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nicholas Tokles</td>
<td>4984 Holland-Sylvania Rd.</td>
<td>78-21631</td>
</tr>
<tr>
<td>Vincent Perna</td>
<td>4984 Holland-Sylvania Rd.</td>
<td>78-21624</td>
</tr>
<tr>
<td>RETCO</td>
<td>4930 Holland-Sylvania Rd.</td>
<td>78-21634</td>
</tr>
<tr>
<td>Harry M. Humenluk, LLC</td>
<td>4935 Holland-Sylvania Rd.</td>
<td>78-21637</td>
</tr>
<tr>
<td>Harroun Office Center, Ltd.</td>
<td>4906 Holland-Sylvania Rd.</td>
<td>78-51871</td>
</tr>
<tr>
<td>Mary E. DiSalie, Trustee</td>
<td>4904 Holland-Sylvania Rd.</td>
<td>78-21651</td>
</tr>
<tr>
<td>Harroun Investments, LLC</td>
<td>4848 Holland-Sylvania Rd.</td>
<td>78-21657</td>
</tr>
<tr>
<td>Ronald J. Smolinski</td>
<td>4820 Harroun Rd.</td>
<td>82-04537</td>
</tr>
<tr>
<td>First Baptist Church</td>
<td>4821 Holland-Sylvania Rd.</td>
<td>78-54964</td>
</tr>
<tr>
<td>First Baptist Church</td>
<td>4821 Holland-Sylvania Rd.</td>
<td>78-21711</td>
</tr>
<tr>
<td>First Baptist Church</td>
<td>4821 Holland-Sylvania Rd.</td>
<td>78-21705</td>
</tr>
<tr>
<td>Board of Sylvania Township Trustees</td>
<td>4927 Holland-Sylvania Rd.</td>
<td>78-21704</td>
</tr>
<tr>
<td>Board of Sylvania Township Trustees</td>
<td>4927 Holland-Sylvania Rd.</td>
<td>78-21701</td>
</tr>
<tr>
<td>Board of Sylvania Township Trustees</td>
<td>4927 Holland-Sylvania Rd.</td>
<td>78-21676</td>
</tr>
<tr>
<td>First Federal Savings Bank</td>
<td>4939 Holland-Sylvania Rd.</td>
<td>78-21697</td>
</tr>
<tr>
<td>First Federal Savings Bank</td>
<td>4939 Holland-Sylvania Rd.</td>
<td>78-21687</td>
</tr>
</tbody>
</table>
Fourteen Principles of Smart Growth

To achieve smart growth, communities should be encouraged to:

1. Mix Land Uses.
   New development may work best if it includes a mix of stores, jobs and homes. Single-use districts often make life less convenient and require more driving.

2. Take Advantage of Existing Community Assets.
   From local parks to neighborhood schools to transit systems, public investments should focus on getting the most out of what we’ve already built.

3. Create a Range of Housing Opportunities and Choices.
   Not everyone wants the same thing. Communities should offer a range of options: houses, condominiums, affordable homes for low-income families, and “granny flats” for empty nesters.

   These places offer not just the opportunity to walk—sidewalks are a necessity—but something to walk to, whether it’s the corner store, the transit stop or a school. A compact, walkable neighborhood contributes to people’s sense of community because neighbors get to know each other, not just each other’s cars.

5. Promote Distinctive, Attractive Communities with a Strong Sense of Place, Including the Rehabilitation and Use of Historic Buildings.
   In every community, there are things that make each place special, from train stations to local businesses. These should be protected and celebrated.

   People want to stay connected to nature and are willing to take action to protect farms, waterways, ecosystems, and wildlife.

7. Strengthen and Encourage Growth in Existing Communities.
   Before we plow up more forests and farms, we should look for opportunities to grow in already built-up areas.

8. Provide a Variety of Transportation Choices.
   People can’t get out of their cars unless we provide them with another way to get where they’re going. More communities need safe and reliable public transportation, sidewalks, and bike paths.

   Builders wishing to implement smart growth should face no more obstacles than those contributing to sprawl. In fact, communities may choose to provide incentives for smarter development.

10. Adopt “Smart” Building Codes
    Modern building codes can be a barrier to rebuilding older communities. They often require an entire building to be brought up to modern standards before any part of it can be used, forming a barrier to the small businesses and others that are often the leaders in revitalizing older neighborhoods.

    Plans developed without strong citizen involvement don’t have staying power. When people feel left out of important decisions, they won’t be there to help out when tough choices have to be made.

12. Acknowledge That They Are Part of a Larger Northwest Ohio Community and That Their Actions Affect Their Neighbors.
    Communities at a minimum should consult with and coordinate with other jurisdictions to consider the impacts of land use policies and decisions on the communities and citizens beyond their borders.

13. Solve Disputes Through Mediation or Negotiation Rather Than Through Confrontation and Litigation.
    Mediation, negotiation, and other techniques for managing conflicts and resolving disputes offer new opportunities for avoiding the expense and animosity that accompany prolonged rulemaking, tedious appeals, and endless litigation. When conflicts and disputes are being resolved cooperatively, the government role often changes to that of convener and facilitator, and the resourcefulness of citizens in devising common sense solutions can be tapped.

    Geographic Information Systems (GIS) and other advances in technology also offer new opportunities for improving land use decision making. New computer technologies now make it possible to amass, organize, and present vast amounts of data. GIS, in particular, can map and help monitor natural systems and identify lands suitable for development and conservation. These techniques are already transforming the planning process and should be widely used by both the public and private sectors.

Revised June, 2003