

**Exhibit A**  
**PROPOSAL FORM**

Proposing Entity Name: TriHealth, Inc. ("Entity")

Entity Address: 619 Oak Street, Cincinnati, OH 45206

Officer/Contact: Name: Will Groneman, Executive Vice President  
TriHealth System Development

Address: Corporate Administration

619 Oak Street, Cincinnati, OH 45206

Email: will\_groneman@trihealth.com

Phone: (513) 596-6424

**Initial Each Accepted Statement**

Fill Blanks as Appropriate

Yes Entity agrees to calculation method of Minimum Rent in the RFP.

No Entity agrees to all other terms and conditions without Exceptions.

Yes Entity agrees to terms and conditions WITH Exceptions and is submitting a completed Exception Form herewith.

Yes Entity proposes Additional Rent of \$115,000 per year. Bethesda considers that the fair market rental value of the space includes an element based on allocated construction cost plus an element based on the value of the land involved, including the area necessary to support the addition as well as access and parking rights. For the element based on construction cost, we accept the 9% factor proposed in the RFP. For the element based on the land value, we have taken what we consider to be fair and reasonable charges for the duration of the lease.

No Entity proposes Additional Rent equal to additional direct capitalization percentage of \_\_\_\_\_% (added to the Direct Capitalization Rate of 9% and used to calculate annual rent).

No Entity proposes Additional Rent in the form of a lump sum payment made at substantial completion of Tenant's premises, in the amount of \$\_\_\_\_\_.

## Proposed Additional Development Commitments

YES Entity proposes its intention to complete additional projects within the boundaries of the City of Mason as set forth in the attachment entitled: "Additional Development Commitments," City of Mason, RFP for Leasehold and Health Services, Addition to the Community Center, [date]. (Include project description, approximate capital cost and annual payroll, plus estimated date of opening.)

NO Entity makes no offers of Additional Development Commitments.

## Proposed Additional Incentives

YES Entity proposes additional incentives to the City of Mason to accept its proposal. This additional Incentive (may be non-cash in nature, programs and services rendered without cost to the City or discounts in services to the City, etc.). Such incentives are set forth in the attachment entitled: "Additional Incentives," City of Mason, RFP for Leasehold and Health Services, Addition to the Community Center, [date].

NO Entity makes no offers of Additional Incentives.

*[This space is intentionally blank. This offer is authorized by placement of an authorizing signature by an officer of the entity on the following page.]*

Additional Development Commitments  
City of Mason  
RFP for Leasehold and Health Services  
Addition to the Community Center  
October 5, 2007

Group Health Associates Physician office  
7423 Mason-Montgomery Road  
Mason, OH 45040

TriHealth does own this property and will determine its future development potential upon knowledge of the City of Mason Community Center. Current thinking is that TriHealth will continue the development of the GHA property with the further development of this property for other health care needs pending financial feasibility.

**Additional job opportunity leads to increased tax base for the City of Mason.**

The increase of physicians and health care staff will lead to wage increases from the current \$5 million payroll to more than \$8 million by year three of our proforma. This includes job opportunities for the GHA Multi-Specialty Group Practices and for Rehab and PT Services. This does not include the potential of further development of our current GHA Mason site.

Additional Incentives  
City of Mason  
RFP for Leasehold and Health Services  
Addition to the Community Center  
October 5, 2007

  X   TriHealth proposes an additional 20,000 square feet (total 30,000 sf)

  X   TriHealth proposes building a Warm Water Pool (for the benefit of Mason residents for therapy, education, clinics)

- To be designed, built and used along with Community Center; maintained by the Recreation Center (more discussion needed; no larger than 1,999 sq. ft.)

  X   TriHealth proposes TriHealth proposes the following in Community Benefits

- Community Center Educational benefits for its' residents
  - Wellness Center Health Coordinator
  - Rehab Athletic Trainer
  - Dietician to provide services and nutrition programs
  - TriHealth Navigator for Senior Services Rep
  - Sales staff (2 already in the Mason area)
- Utilization of existing space (further details in Exhibit C)
  - Conference Room –
  - Auditorium – as needed but at least one per quarter
  - Fitness Floor- for rehab programs
  - Kids Korner- for nutrition programs and camps
  - Bridge-for senior focused programs

  X   Proposed Additional Benefits/Incentives in working with a multi-diverse organization such as TriHealth (non-cash in nature, programs/services)

- Location of Multi-Specialty Group Practice
  - Campus location for Primary Care, Pediatrics, Geriatric, along with many specialists (list attached)
- Corporate Visibility
  - TriHealth has extensive network with involvement in over 120 companies. Offer membership opportunities to increase numbers coming to the center
  - Increase presence of center by talking it up in person during TriHealth company events and other opportunities

- New Programs
  - Potential revenue sharing opportunities for joint programs
- Promotional Opportunities
  - Joint advertising (budget to be set, TriHealth to pay their share)
  - Joint marketing meetings, with outside agency assistance
  - Joint development meetings with TriHealth fitness/wellness team
  - Joint sales meetings
  - Room and/or equipment naming rights
  - Assistance in Grant writing
- Recreation/Fitness Center Collaboration
  - Mason team and TriHealth Pavilion team to have quarterly meetings
    - create combined programs
    - share strategies
    - complement programs

Proposal Form, page three

ACCEPTANCE AND CERTIFICATION

If chosen by the City of Mason, the undersigned does, with the authority of the above-referenced entity, propose to enter into a lease with the City of Mason for space in an addition to be constructed by the City and attached directly to the City's Community Center, and provide the additional payments and incentives set forth above, complying with all terms of the RFP entitled: "**Long Term Space Lease & Health Services Operations**" and dated 10-3-07, except as set forth in the Exceptions Form.

Signature: Will Groneman

Printed Name: Will Groneman

Date: 10/3/07

STATE OF OHIO )  
COUNTY OF HAMILTON ) ss:

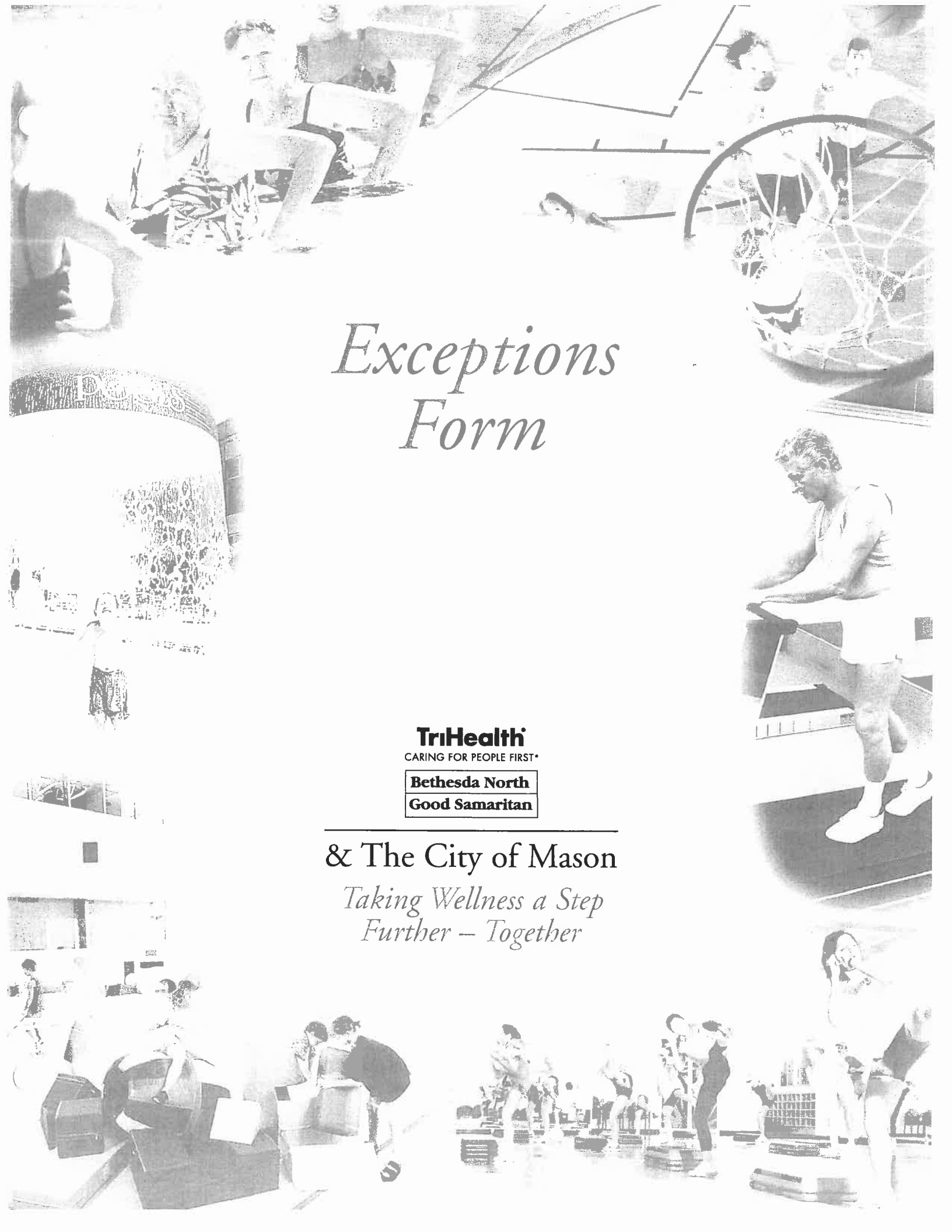
BEFORE ME, the subscriber, a Notary Public in and for said County and State, personally appeared WILL GRONEMAN, who acknowledged that he did hereunto subscribe his name to the foregoing instrument, and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 3<sup>RD</sup> day of OCTOBER, 2007.

Anda S. Frey  
NOTARY PUBLIC



ANDA S. FREY, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date  
Section 147.08



# *Exceptions Form*

**TriHealth**  
CARING FOR PEOPLE FIRST®

**Bethesda North**  
**Good Samaritan**

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**& The City of Mason**  
*Taking Wellness a Step  
Further – Together*

## Exhibit B

# Exceptions Form

Proposing Entity Name: TriHealth, Inc. ("Entity")

Entity Address: 619 Oak Street, Cincinnati, OH 45206

Officer/Contact: Name: Will Groneman, Executive Vice President  
TriHealth System Development

**Address:** Corporate Administration

619 Oak Street, Cincinnati, OH 45206

Email: [will\\_groneman@trihealth.com](mailto:will_groneman@trihealth.com)

Phone: (513) 596-6424

## Changes to the Terms of the RFP

Respondent Initials	Citation	Existing Language Subject to Change	Proposed Language
WG	Section F. 2.	City will invoice periodically, as may be required, for such costs of operations and maintenance that are incurred exclusively for Tenant and not included in Rent.	add... Prior to any work being performed, tenant signed approval along with a written scope and quote will be needed.
WG	Section F. 3.	City will set forth an estimate of first year expense reimbursement under the lease and include same in the text of the lease	add...with prior discussion and approval from the Tenant



WG	Section F. 4.	City will notify Tenant in advance of each year of the amount of monthly expense reimbursement to be paid during that year as part of Rent. For the purposes of calculation, a "year" for expense reimbursement calculation shall be the fiscal year of the City of Mason	add...with prior discussion and approval from the Tenant.
WG	Section F. 5.	The statement setting forth the annual reconciliation of expense reimbursement to actual expenses shall be provided to Tenant within 90 days of the end of the City's fiscal year. Payment for any deficiency shall be due within 30 days of receipt of said statement and accompanying invoice.	add...calculation agreements need to be established and agreed upon by both parties.

# Additional Terms or Conditions of the Proposal

\_\_\_\_\_ No additional terms or conditions to the RFP are attached hereto.

✓  
\_\_\_\_\_ Additional terms and conditions are attached as a part of the above-referenced entity's response to the RFP entitled: "Long Term Space Lease & Health Services Operations" and dated 10/3/07.

## ACCEPTANCE AND CERTIFICATION

If chosen by the City of Mason, the undersigned does, with the authority of the above-referenced entity, propose the above exceptions (changes, additions or conditions) to the terms and conditions of the RFP entitled: "Long Term Space Lease & Health Services Operations" and dated 10/3/07. The Proposal Form pertaining to this RFP has also been completed and the Exceptions set forth herein are conditions of the Proposal. The Proposal Form has been appropriately marked to indicate that these Exceptions are being provided.

Signature: Will Groneman

Printed Name: Will Groneman

Date: 10/3/07

STATE OF OHIO )  
COUNTY OF HAMILTON ) ss:

BEFORE ME, the subscriber, a Notary Public in and for said County and State, personally appeared WILL GRONEMAN, who acknowledged that he did hereunto subscribe his name to the foregoing instrument, and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 3RD day of OCTOBER, 2007.



THOMAS FREY, Attorney at Law  
Notary Public, State of Ohio  
my commission has no expiration date  
Section 147.03

Additional Terms or Conditions of the Proposal  
City of Mason  
RFP for Leasehold and Health Services  
Addition to the Community Center  
October 5, 2007

All terms offered by TriHealth in this Proposal are contingent upon the ability of TriHealth and the City of Mason to reach detailed final agreement in a signed lease that is approved by the TriHealth Board and all necessary action of the City of Mason. Should its Proposal be accepted, TriHealth intends to move forward and consummate a lease on the terms set forth in this Proposal, but this Proposal shall not constitute or create any legally binding or enforceable obligations. Such binding obligations will be created only by a signed lease, and all terms of this Proposal shall be merged into, and superseded by, the signed lease.



# *Utilization Proposal*

**TriHealth**

CARING FOR PEOPLE FIRST®

**Bethesda North**

**Good Samaritan**

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**& The City of Mason**

*Taking Wellness a Step  
Further – Together*

Proposing Entity Name: TriHealth, Inc. ("Entity")

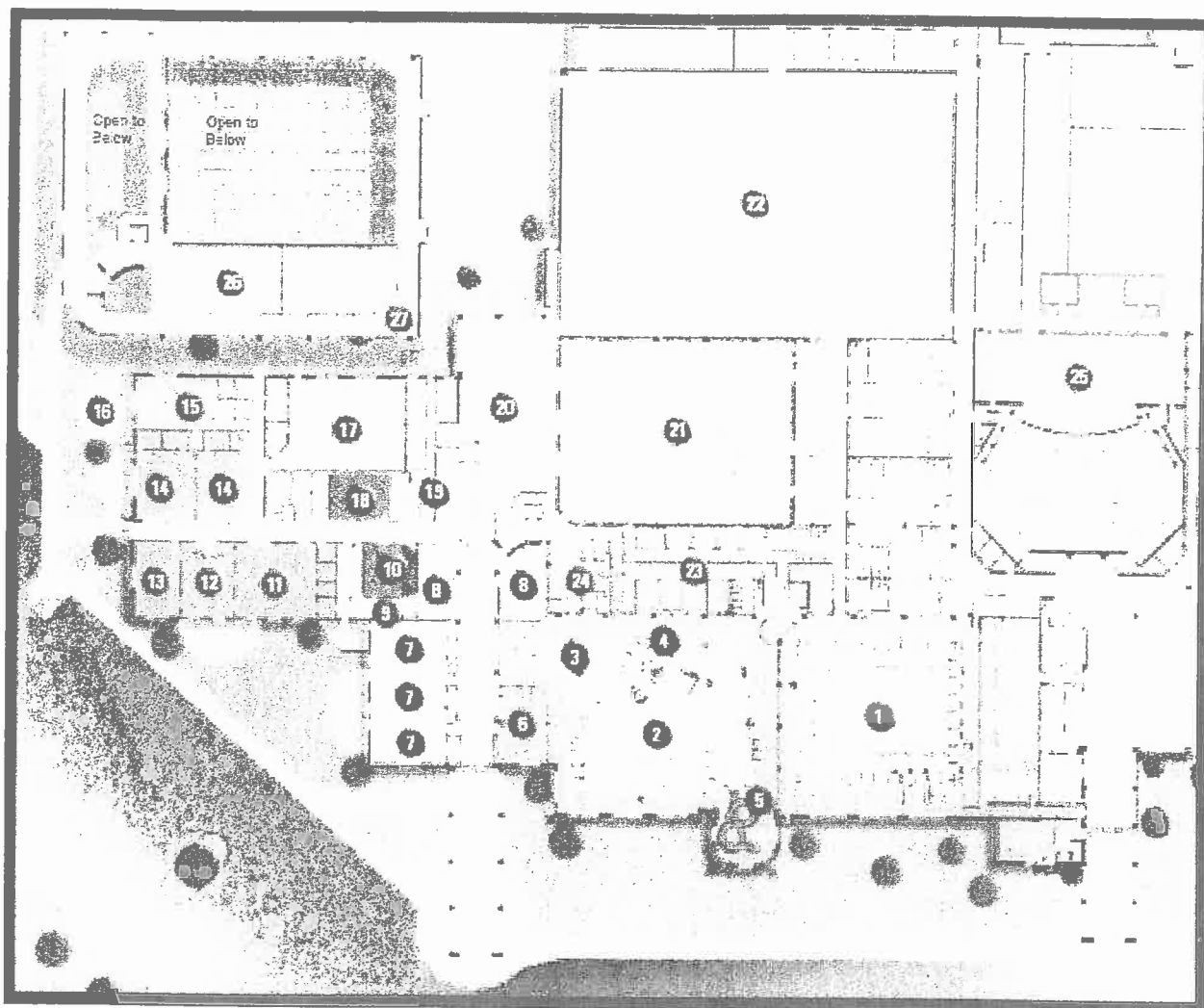
Officer/Contact: Name: Will Groneman, Executive Vice President  
TriHealth System Development

**Phone:** (513) 596-6424

Area Reference	Service Line to Use Area	Describe the Nature of Use	Position/Qualification of Staff Using the Area	Proposed Schedule for Use
Fitness (20)*	Therapy for Cardiac Rehab, Physical Therapy	Therapy and for promotion of the Rec Center for membership	Licensed Therapists	Week days, times to be mutually agreed upon (min. 20 hrs/wk)
Pool Areas (1,2,3, 4, 5, 6)*	Warm Water Pool for therapy and exercise	Therapy for Acute Therapy, post rehab, exercise classes, yoga, Senior Fitness	Licensed Therapists, Recreation Instructors	Week days, times to be mutually agreed upon (min. 20 hrs/wk)

Meeting Room (7)*	Multiple TriHealth Service areas to utilize	Classes, educational training, clinics, screenings, support groups	Multiple qualified individuals representing multiple disciplines	Days, times to be mutually agreed upon
Auditorium (25)*	Community Presentations	Classes, educational training, clinics, screenings, support groups	Educational events to be given by physicians and other qualified individuals	Days, times to be mutually agreed upon (min. 3 hours monthly?)
Kids Korner (15)*	Nutritional Programs, Fitness sessions	Classes, educational training, clinics, screenings, support groups	Multiple qualified individuals representing multiple disciplines	Days, times to be mutually agreed upon (monthly)
Bridge (11, 12, 13)*	Multiple TriHealth Service areas to utilize	Classes, educational training, clinics, screenings, support groups	Multiple qualified individuals representing multiple disciplines	Days, times to be mutually agreed upon (min. 4 hours per week)

\* **NOTE** all of the above, especially the ones within these areas, are concurrent use with center members.



Map courtesy of Voorhis Stone Welsh Crossland Architects

## FIRST FLOOR

- 1** Competition Pool  
25 Yards x 25 Meters  
Two Diving Boards  
Adjustable Depth Floor  
Bleachers for 800 People
- 2** Leisure Pool  
Water Playground  
Zero Depth Entry  
Tot Slide  
Geysers  
Three Lane Lap Pool
- 3** Lazy River
- 4** Whirlpool
- 5** Water Slide
- 6** Classrooms  
Birthday Parties  
Training Rooms
- 7** Meeting Rooms  
Special Events
- 8** Lounge and  
Vending Area
- 9** Kitchen
- 10** Indoor Playground
- 11** BRIDGE Activity Area
- 12** BRIDGE Lounge
- 13** BRIDGE Billiards
- 14** Arts & Crafts  
Pottery  
Painting  
Crafts
- 15** Kids' Korner  
Two-Hour Child Care
- 16** Outdoor Playground
- 17** Activity Room  
Aerobics  
Exercise  
Martial Arts  
Dance
- 18** Game Room
- 19** Parks & Recreation  
Staff Offices
- 20** Fitness  
Cardiovascular  
Equipment  
Cardio Theater  
Weight Machines

## SECOND FLOOR

- 21** Gymnasium  
Two Courts (84'x50')
- 22** Fieldhouse  
Four Courts (84'x50')  
Synthetic Flooring  
Perimeter Running  
Track (1/9 Mile)
- 23** Locker Rooms  
Private Showers  
Handicap Accessible
- 24** Family Locker Rooms  
Six Changing Rooms  
Handicap Accessible  
Family Friendly
- 25** Auditorium  
Stage with Band Pit  
800 Lower Level Seats  
400 Balcony Seats
- 26** Weight Room  
Free Weights
- 27** Walk/Jog Track  
Four Lanes  
1/8 Mile Track

## ACCEPTANCE AND CERTIFICATION

If chosen by the City of Mason, the undersigned does, with the authority of the above-referenced entity, propose the attached utilization plan for the existing Community Center, subject to the conditions of the RFP entitled: "Long Term Space Lease & Health Services Operations" and dated 10-3-07.

Signature: Will Groneman

Printed Name: Will Groneman

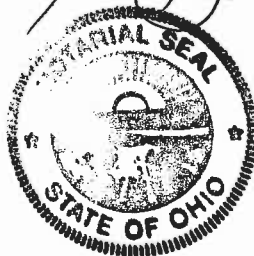
Date: 10/3/07

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BEFORE ME, the subscriber, a Notary Public in and for said County and State, personally appeared WILL GRONEMAN, who acknowledged that he did hereunto subscribe his name to the foregoing instrument, and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 3<sup>rd</sup> day of OCTOBER, 2007.

Phyllis S. Frey  
NOTARY PUBLIC



PHYLLIS S. FREY, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date  
Section 147.03