

EXHIBIT A – NON-BINDING OFFER INSTRUCTIONS & LETTER TEMPLATE

Instructions on how to complete the Offer Letter are included below, followed by a letter template. Note, all sections should be **completed with respect to Parcel A only**.

Section 1 – Information about the Offeror and any prospective tenant(s)

Provide the legal name and the following key identifiers of the Offeror and (if applicable) each entity that will be a tenant or subtenant of the Property:

- Entity name;
- Entity type (Corporation, LLC, partnership, etc);
- Jurisdiction of incorporation/registration;
- Tax Identification Number; and
- (If applicable) Relationship to Offeror.

Section 2 – Sublease term

Provide the following information:

- Proposed Term stated as Total Months;
- Proposed sublease start stated as [*Month*] and [*Year*]; and
- Proposed sublease end stated as [*Month*] and [*Year*].

As per the Key Sublease Terms (Exhibit B), a minimum sublease term of 12 months applies. A maximum term of 24 months also applies, with extensions permitted only under certain conditions.¹ The term proposed by the Offeror **must commence by no later than December 31, 2023**.

Section 3 – Activities to be undertaken

Detail the activities to be undertaken on the Property. As per the Key Sublease Terms (Exhibit B), permitted activities are restricted to marshalling, staging and transportation activities for offshore wind projects and transportation of offshore wind components.

Section 4 – Offshore wind projects supported/anticipated to be supported

Detail the offshore wind projects that the Offeror intends to support – or anticipates supporting – over the course of its proposed sublease term (if known).

Section 5 – Rental amount & assumptions

State the annual rent being offered (**excluding utilities, taxes, repairs and any other additional expenses**) for the first year of the term of the sublease.

¹ NJEDA will permit a minor extension, as required by a tenant's project schedule realities. Precise conditions triggering a minor extension will be resolved through negotiations and incorporated in a sublease agreement with the successful offeror. In addition, should NJEDA, at its sole discretion, develop additional marshalling capacity as part of the second phase of Port's development it may permit a longer extension of the initial sublease period for Parcel A.

As per the Key Sublease Terms (Exhibit B), first year rental amounts will be pro-rated and indexed at a rate to be agreed in a Sublease Agreement. The first rent payment shall be due on the effective date of the Sublease Agreement and, thereafter, be due and payable in advance in equal monthly installments.

Offerors must detail in this section any assumptions and/or caveats that apply to the rental amount.

Section 6 – Estimated number of direct and indirect jobs created

Detail the direct and indirect jobs that the Offeror anticipates will be created by its activities on the Property over the course of its proposed lease term. At a minimum, Offerors should detail:

- Total full-time jobs;
- Total part-time/seasonal jobs; and
- Key job categories or job types/functions.

Direct and indirect should be clearly differentiated. Offerors must detail the methodology behind their estimates.

Section 7 – Estimated tax revenue

Provide an estimate of the anticipated (applicable) direct and indirect state, county, and local tax impacts that will flow from onsite business activities over the period of the proposed lease term. Direct and indirect should be clearly differentiated.

Offerors must detail the methodology behind their estimates. The methodology behind their estimates may be attached as an appendix.

Section 8 – Exceptions to key sublease terms

Detail any exceptions to the Indicative terms enclosed at Exhibit B.

All Key Sublease Terms, set forth in Exhibit B, shall be incorporated into the non-binding offer unless the party submitting the offer explicitly proposes an alternative term as an exception for any Key Sublease Term classified as Indicative. NJEDA shall be under no obligation to consider or accept any requested changes to terms marked as “Indicative” in Exhibit B.

By submitting a non-binding offer in response to this Notice, the Offeror agrees to accept the Non-Negotiable Key Sublease Terms and any revisions, if applicable, outlined in the final Questions and Answers. Questions, exceptions, or modifications regarding the Non-Negotiable Key Sublease Terms received after the Question and Answer period cannot be considered.

Offers submitted with terms that seek to override or that conflict with the Non-Negotiable Key Sublease Terms outlined in Exhibit B will be **deemed by NJEDA to be non-responsive and will be rejected.**

Offer Letter template provided overleaf

**NON-BINDING OFFER LETTER TO
NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
FOR THE SUBLEASE OF PROPERTY AT THE NEW JERSEY WIND PORT**

Offer Date: _____, 2020

**ATTENTION: Jonathan Kennedy, Director – Infrastructure
Office of Economic Transformation
New Jersey Economic Development Authority
36 W State Street
PO Box 990
Trenton, NJ 08625 - 0990**

The undersigned, [*Legal name of Offeror Firm*] (“**Offeror**”), submits this non-binding offer to sublease Property (this “**Offer**”) at the New Jersey Wind Port (the “**Port**”) to the New Jersey Economic Development Authority (“**NJEDA**”), in response to the publicly advertised sublease notice issued on November 11, 2020.

By submission of this Offer, the Offeror is confirming its desire to sublease the Property described below for the annual rent amount[s] offered below, it being understood that this Offer does not constitute a legal commitment.

The Offeror understands that the information provided below will, in combination with all other documentation submitted to NJEDA, including, but not limited to, Financial Capacity Information, be evaluated by NJEDA to determine whether to enter negotiations towards a binding offer, which may result in a binding letter of intent (“**LOI**”) and lease agreement.

[The following sections are to be completed by the Offeror prior to submission of this Letter Offer:]

- Section 1 – Information about the Offeror and any prospective tenant(s)**
- Section 2 – Sublease term**
- Section 3 – Activities to be undertaken**
- Section 4 – Offshore wind projects supported/anticipated to be supported**
- Section 5 – Rental amount & Assumptions**
- Section 6 – Estimated number of direct and indirect jobs created**
- Section 7 – Estimated Tax Revenue**
- Section 8 – Exceptions to Key Sublease Terms**

Offeror understands that: (a) NJEDA may cancel the lease process at any time and is not bound to enter into any LOI or sublease agreement by its receipt of or negotiation regarding this Offer; and (b) an invitation from NJEDA to negotiate a binding offer or an LOI does not constitute any statement or determination as to this Offer’s completeness, responsiveness, or compliance with the requirements of the request for sublease offers.

Offeror further understands that all costs and expenses incurred by it in preparing this Offer and participating in any future negotiations with NJEDA will be borne solely by Offeror.

Sincerely,

[Offeror's Firm Name]

By: _____

Print Name: _____

Title: _____