

## **EXHIBIT A – NON-BINDING OFFER INSTRUCTIONS & LETTER TEMPLATE**

Instructions on how to complete the Offer Letter are included below, followed by a letter template. **This Exhibit does not explain all requirements or instructions for submitting an offer. Interested parties must review and comply with the Notice for Lease, including all exhibits to the Notice.** If a party is submitting alternative uses, an offer template must be submitted for each use.

### **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 leased premises:

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

### **Section 2 – Lease acreage**

State the proposed acreage for which the Offeror is submitting a non-binding offer for lease.

### **Section 3 – Lease term**

Provide the following information:

- Proposed Lease term stated as total months;
- Proposed Lease start date stated as [*Month*] and [*Year*]; and
- Proposed Lease end stated as [*Month*] and [*Year*].

### **Section 4 – Activities to be undertaken**

Detail the activities to be undertaken on the leased premises. As per the Key Lease Terms (Exhibit B), activities to be undertaken on the leased premises are restricted to those Permitted Uses.

### **Section 5 – Offshore wind projects supported/anticipated to be supported (if applicable)**

If supporting or supplying one or more specific offshore wind-related projects, list the projects to be supported/anticipated to be supported over the course of the proposed lease term. Where applicable, Offerors are encouraged to provide evidence of a proposed or confirmed agreement relating to an offshore wind-related project (e.g., a letter of support).

## **Section 6 – Rental amount & assumptions**

State the annual rent being offered, stated as a **per acre, per annum rental amount**. The stated rent amount shall be a **base rent amount only**, and shall exclude all additional expenses, including but not limited to, utilities, taxes, maintenance and repair costs, security costs, facilities management costs, environmental services costs (e.g. snow removal) and any other additional expenses).

The **minimum acceptable rent (i.e. the price floor) is \$600,000 per acre, per annum**, for all leases. Offerors stated rent amount may not be less than the minimum acceptable rent.

The stated rent amount shall be **expressed in 2023 US Dollars (indexed to January 1, 2023)**. Rent will be pro-rated and indexed at a rate of escalation described in the Key Sublease Terms (Exhibit B).

The stated rent amount **should reflect the leasing of a fully-developed leased premises** (i.e. developed to the Offeror's technical (e.g. weight bearing and utility connection) requirements), excluding any temporary facilities (e.g. warehouse) that tenant places on the leased premises.

A decision on which party will be responsible for constructing any temporary facilities and the mechanism for cost reimbursement (if applicable) will be reserved for subsequent negotiations between parties. Offerors must detail in this section any assumptions and/or caveats that apply to the stated rent amount.

## **Section 7 – 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 leased premises over the course of its proposed lease term. At a minimum, Offerors should detail, in table format, estimated job counts broken down by:

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

Direct and indirect jobs should be clearly differentiated. The table must include relevant salary information as well as a timeline showing when the Offeror anticipates each type of job will come online. Offerors must detail the methodology behind their estimates.

## **Section 8 – Anticipated capital expenditure on leased premises**

Detail any capital expenditures the Offeror anticipates undertaking either on its own leased premises or any other financing commitment to support and attract a broader supply chain or affiliates to the Wind Port or elsewhere in the State. Offeror should detail size and nature of the planned expenditure and financing commitment. At a minimum, Offerors should detail:

- The size of the capital expenditure(s);
- The nature of the investment that the capital expenditure(s) will facilitate; and
- The nature of any other financial commitment.

## **Section 9 – Anticipated utilization of tax credits and other incentives**

Detail any Local, State or Federal tax credits, or other incentives, that the Offeror anticipates that it will be eligible to receive as a result of investments undertaken or its operations at the Wind Port, and that it intends to utilize. At a minimum, Offerors should provide:

- A description of the tax credit or incentive;
- A description of the activity, including appropriate quantitative measure(s), that the Offeror anticipates undertaking that will render it eligible to receive the tax credit or other incentive; and
- The size (monetary value) of the tax credit or other incentive that the Offeror intends to utilize.

### **Section 10 – Estimated tax revenue**

Provide an estimate of the anticipated direct and indirect State, County and Local tax impacts, as applicable, that will result from onsite business activities over the period of the proposed lease term. Direct and indirect tax impacts should be clearly delineated.

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

### **Section 11 – Commercial conditions**

Detail any commercial conditions upon which the Offer is dependent.

All Key Lease Terms, as set forth in Exhibit B, shall be incorporated into the non-binding offer. Key Lease Terms are classified as non-negotiable.

By submitting a non-binding offer in response to the Notice, the Offeror agrees to accept the Key Lease Terms and any revisions, if applicable, as outlined in the final Questions and Answers (Q&A) as described in Section 1.5. Questions, exceptions, or modifications regarding Key Lease Terms received after the Q&A period cannot be considered.

Final accepted offers consisting of Non-Negotiable and fully negotiated terms will be memorialized in a Lease Agreement.

Offers submitted with terms that seek to override or that conflict with the Key Lease Terms outlined in Exhibit B will be **rejected by NJEDA as non-responsive**.

***An offer letter template is provided below.***

## OFFER LETTER TEMPLATE

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

Offer Date: \_\_\_\_\_, 20\_\_

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

The undersigned, [*Legal Name of Offeror Entity*] (“**Offeror**”), submits this non-binding offer (this “**Offer**”) to the New Jersey Economic Development Authority (“**NJEDA**”) to lease property at the New Jersey Wind Port (the “**Port**”), in response to the publicly advertised lease notice issued on December [XX], 2023.

By submitting this Offer, Offeror is confirming its desire to lease the property described below for the annual rent amount offered below, it being understood that this Offer does not constitute a legal agreement.

The Offeror understands that the information provided below will, in combination with all other documentation submitted to NJEDA, be evaluated by NJEDA to determine whether NJEDA will enter into negotiations with the Offeror, which may result in a binding letter of intent (“**LOI**”) and Lease Agreement.

Offeror further understands that, in signing and submitting this non-binding offer, Offeror affirms, represents and warrants that:

- It has read, understands, and agrees to ALL terms, conditions, and specifications set forth in this Notice, including but not limited to the Notice, the Exhibits to the Notice, all Q&A, Addenda, Offer Form and Certification(s) and the submittal and completion of all forms, certifications, registrations and other documents required in this Notice; and
- The information contained in this response, in its Financial Capacity Information (described in Section 7.1 of the Notice), and in its Ownership Disclosure Form (Exhibit D) and Disclosure of Investment Activities in Iran Form (Exhibit XX) submitted herewith is to the best of its knowledge true and complete.

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

- Section 1 – Information about the Offeror and any prospective tenant(s)**
- Section 2 – Lease acreage**
- Section 3 – Lease term**
- Section 4 – Activities to be undertaken**

- Section 5 – Offshore wind projects supported/anticipated to be supported (if applicable)**
- Section 6 – Rental amount & assumptions**
- Section 7 – Estimated number of direct and indirect jobs created**
- Section 8 – Anticipated capital expenditure on leased premises**
- Section 9 – Anticipated utilization of tax credits and other incentives**
- Section 10 – Estimated Tax Revenue**
- Section 11 – Commercial conditions**

Offeror understands that NJEDA may cancel this solicitation process at any time and is not bound to enter into any LOI or Lease Agreement due to the receipt of or negotiation of this Offer. Furthermore, 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 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 the Offeror.

Sincerely,

***[Offeror's Entity Name]***

By: \_\_\_\_\_

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

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