EXHIBIT C-3



PROPOSED CONSIDERATION CERTIFICATE

LOCAL REDEVELOPMENT AUTHORITY FOR ROOSEVELT ROADS REQUEST FOR PROPOSAL RFP 2023-002 DRY DOCK MARINA DEVELOPMENT AND OPERATION

PROPOSED CONSIDERATION FORM

I, _____, resident of _____, of legal age, being duly sworn on my oath to depose and say that:

The undersigned, Respondent Authorized Representative, having carefully examined all of the terms and conditions of the form Development Ground Lease / agreement to Execute ("Development Ground Lease) contained in the Request for Proposal, proposes to pay Rent under the Development Ground Lease In the amounts stated below (in addition to Additional Rent as defined in the Development Ground Lease), if the Proposer is chosen as the top-ranked Proposer. Proposed Rent components shall be stated in both words and numbers. All components of Rent proposed below are based on the provisions of the Development Ground Lease/ Agreement to Execute as contained in the RFP Part II without modifications

1. Interim Rent (as defined in article 4.2.1.1 the Development Agreement):

(<u>Number in words</u>) (\$XXX,000.00) per year (or option thereof for any partial year) for the period beginning at Construction Period which will start no later than sixty (60) calendar days from the execution of the Deed for the Lease and will not exceed a twenty-four (24) months period.

2. Stabilization Period (as defined in article 4.2.1.2 of the Development Agreement):

(Number in words) (\$XXX,000.00) per year (or portion thereof for any partial year) during stabilization period, which will commence once the Project gets the first Permit Use for any of its components and which will not exceed a twelve (12) months period for the period.

3. Operational Period (as defined in article 4.2.1.3 of the Development Ground Lease):

(Number in words) (\$XXX,000.00) per year (or portion thereof for any partial year) once the Project ends the Stabilization Period and Project starts its Operational period, payable in advance, during the commencement of the natural year of the lease.

4. Percentage Rent (as described in article 4.3 of the Development Agreement)

(<u>Number in words</u>) percent (XX%) of the gross operating income, produced by all the operations carried out, as well as all the income in regards of operation of the project.

The Respondent agrees that if selected by the LRA as the top-ranked Proposed, the proposed amounts stated above shall subsequently be incorporated Ground Lease.

	Signature:	
Respondent Name	Name:	
	Title/Role	
	Date:	