

EXHIBIT A

EXHIBIT D

[FORM OF SALES TAX AGENT AUTHORIZATION LETTER]

SALES TAX AGENT AUTHORIZATION LETTER

EXPIRATION DATE: (I) AS THE SALES TAX EXEMPTION RELATES TO THE STADIUM, THE TERMINATION OF THE AGREEMENT, (II) AS THE SALES TAX EXEMPTION RELATES TO THE NORTH SITE PARKING FACILITIES, THE TERMINATION OF THE NORTH PARKING SITE LEASE AGREEMENT, AND (III) AS THE SALES TAX EXEMPTION RELATES TO THE SOUTH SITE PARKING FACILITIES, THE TERMINATION OF THE SOUTH PARKING SITE LEASE AGREEMENT.

ELIGIBLE LOCATION: THE APPROVED PROJECT LOCATION

January 11, 2022

TO WHOM IT MAY CONCERN

Re: New York City Industrial Development Agency
(Queens Baseball Stadium Project)

Ladies and Gentlemen:

The New York City Industrial Development Agency (the "Agency"), by this notice, hereby advises you as follows:

1. Pursuant to the terms of (i) a certain Stadium Lease Agreement between the Agency, as landlord, and Queens Ballpark Company, L.L.C., a New York limited liability company (the "Tenant"), as tenant, dated as of August 1, 2006 (as the same may be amended, the "Agreement"), the Tenant, as the agent of the Agency, shall operate, maintain, equip and improve a Major League Baseball stadium having a seating and standing room capacity of approximately 44,500 persons, together with related concession areas, ancillary structures and other improvements (collectively, the "Stadium"), located on a certain parcel of land in the Borough and County of Queens and the City and State of New York generally bounded on the north by the south side of Northern Boulevard, on the east by the west side of Seaver Way, on the south by the north side of Roosevelt Avenue, and on the west by the east side of Grand Central Parkway (the "Primary Site"), (ii) a certain Amended and Restated North Parking Site Lease Agreement between the Agency, as landlord, and the Tenant, as tenant, dated as of February 1, 2009 (as the same may be amended, the "North Parking Site Lease Agreement"), the Tenant, as the agent of the Agency, shall operate, maintain, equip and improve certain parking facilities on the Primary Site to be used in connection with the Stadium (the "North Site Parking Facilities"), and (iii) a certain Amended and Restated South Parking Site Lease Agreement between the Agency, as landlord, and the Tenant, as tenant, dated as of February 1, 2009 (as the same may be amended, the "South Parking Site Lease Agreement"), the Tenant, as the agent of the Agency, shall operate, maintain, equip and improve certain additional parking facilities to be used in connection with the Stadium (the "South

Exhibit A-1

Site Parking Facilities”) located on a parcel of land in the Borough and County of Queens and the City and State of New York which is bounded on the north by the south side of Roosevelt Avenue, on the east by the west side of Seaver Way, on the south by lands of the City occupied by the New York City Transit Authority and on the west by the east side of the Grand Central Parkway, but excepting from such parcel the portion thereof fronting on Roosevelt Avenue occupied by the New York City Transit Authority as a substation (the “South Parking Site”) (the activities described in clauses (i), (ii) and (iii) are herein referred to as the “Project”). The Agency has authorized Tenant to act as its agent in connection with the Project. The Primary Site, together with the Stadium and the North Site Parking Facilities, and the South Parking Site, together with the South Site Parking Facilities, are hereinafter collectively referred to as the “Approved Project Location.” Certain capitalized terms used herein and not defined shall have the respective meanings given to such terms in the Agreement.

2. Upon the Tenant’s request, the Agency has appointed **Samsung Electronic America, Inc.** (the “Agent”), pursuant to this Sales Tax Agent Authorization Letter (the “Sales Tax Agent Authorization Letter”), to act as the Agency’s agent for the purpose of effecting purchases exempt from sales or use tax in accordance with the terms and provisions of this Sales Tax Agent Authorization Letter and the Agreement. **The Agent should review Exhibit A hereto with respect to the scope of Sales Tax Exemption provided under the Agreement and hereunder.**

3. The effectiveness of the appointment of the Agent as an agent of the Agency is expressly conditioned upon the execution by the Agency of New York State Department of Taxation and Finance Form ST-60 “IDA Appointment of Project Operator or Agent” (“Form ST-60”) to evidence that the Agency has appointed the Agent as its agent (the form of which to be completed by Agent and the Tenant). Pursuant to the exemptions from sales and use taxes available to the Agent under this Sales Tax Agent Authorization Letter, the Agent shall avail itself of such exemptions when purchasing Eligible Materials as defined in **Exhibit A** and services in connection with the Project and shall not include such taxes in its contract price, bid or reimbursable costs, as the case may be.

4. The Agent acknowledges that the executed Form ST-60 shall not serve as a sales or use tax exemption certificate or document. No agent or project operator may tender a copy of the executed Form ST-60 to any person required to collect sales tax as a basis to make such purchases exempt from tax. No such person required to collect sales or use taxes may accept the executed Form ST-60 in lieu of collecting any tax required to be collected. **THE CIVIL AND CRIMINAL PENALTIES FOR MISUSE OF A COPY OF FORM ST-60 AS AN EXEMPTION CERTIFICATE OR DOCUMENT OR FOR FAILURE TO PAY OR COLLECT TAX SHALL BE AS PROVIDED IN THE TAX LAW. IN ADDITION, THE USE BY AN AGENT, PROJECT OPERATOR, OR OTHER PERSON OR ENTITY OF SUCH FORM ST-60 AS AN EXEMPTION CERTIFICATE OR DOCUMENT SHALL BE DEEMED TO BE, UNDER ARTICLES TWENTY EIGHT AND THIRTY SEVEN OF THE TAX LAW, THE ISSUANCE OF A FALSE OR FRAUDULENT EXEMPTION CERTIFICATE OR DOCUMENT WITH THE INTENT TO EVADE TAX.**

5. As agent for the Agency, the Agent agrees that it will present to each seller or vendor a completed and signed **NYSDTF Form ST-123 “IDA Agent or Project Operator Exempt Purchase Certificate”** or such additional or substitute form as is adopted by NYSDTF

for use in completing purchases that are exempt from Sales and Use Taxes (“Form ST-123”) for each contract, agreement, invoice, bill or purchase order entered into by the Agent, as agent for the Agency, for the renovation, repair and equipping of the Project. Form ST-123 requires that each seller or vendor accepting Form ST-123 identify the Project on each bill and invoice for purchases and indicate on the bill or invoice that the Agency or Agent or Tenant, as Project operator of the Agency, was the purchaser. The Agent shall complete Form ST-123 as follows: (i) the “Project Information” section of Form ST-123 should be completed using the name and address of the Project as indicated on the Form ST-60 used to appoint the Agent; (ii) the date that the Agent was appointed as an agent should be completed using the date of the Agent’s Sales Tax Agent Authorization Letter; and (iii) the “Exempt purchases” section of Form ST-123 should be completed by marking “X” in box “A” only.

6. The Agent agrees to comply with the terms and conditions of the Agreement. The Agent must retain for at least six (6) years from the date of expiration of its Contract copies of (a) its contract with the Tenant to provide services in connection with the Project, (b) all contracts, agreements, invoices, bills or purchases entered into or made by such Agent using the Letter of Authorization for Sales Tax Exemption, and (c) the executed Form ST-60 appointing the Agent as an agent of the Agency, and shall make such records available to the Agency upon reasonable notice. This provision shall survive the expiration or termination of this Sales Tax Agent Authorization Letter.

7. In order to assist the Tenant in complying with its obligation to file New York State Department of Taxation and Finance Form ST-340 “Annual Report of Sales and Use Tax Exemptions Claimed by Project Operator of Industrial Development Agency/Authority” (“Form ST-340”), the Agent covenants and agrees that it shall file semi-annually with the Tenant (no later than January 15th and July 15th of each calendar year in which it has claimed sales and use tax exemptions in connection with the Project) a written statement of all sales and use tax exemptions claimed by such Agent for the preceding six-month period (ending on June 30th or December 31st, as applicable) in connection with the Stadium and Parking Facility by completing and submitting to the Tenant the **Sales Tax Registry** attached hereto as **Exhibit B**. If the Agent fails to comply with the foregoing requirement, the Agent shall immediately cease to be the agent for the Agency in connection with the Project (such agency relationship being deemed to be immediately revoked) without any further action of the parties, the Agent shall be deemed to have automatically lost its authority to make purchases as agent for the Agency, and shall desist immediately from all such activity.

8. The Agent agrees that if it fails to comply with the requirements for sales and use tax exemptions, as described in this Sales Tax Agent Authorization Letter, it shall pay any and all applicable Sales Tax Savings and any interest and penalties thereon. This provision shall survive the expiration or termination of this Sales Tax Agent Authorization Letter.

9. **Special Provisions Relating to State Sales Tax Savings.**

(a) The Agent covenants and agrees to comply, and to cause each of its contractors, subcontractors, persons or entities to comply, with the requirements of General Municipal Law Sections 875(1) and (3) (the “Special Provisions”), as such provisions may be amended from time to time. In the event of a conflict between the other provisions of this Sales

Tax Agent Authorization Letter or the Agreement and the Special Provisions, the Special Provisions shall control.

(b) The Agent acknowledges and agrees that pursuant to General Municipal Law Section 875(3) the Agency shall have the right to recover, recapture, receive, or otherwise obtain from the Agent State Sales Tax Savings taken or purported to be taken by the Agent or any other person or entity acting on behalf of the Agent to which Agent or the Tenant is not entitled or which are for property or services not authorized or taken in cases where the Tenant, any Agent or any other person or entity acting on behalf of the Tenant or the Agent failed to comply with a material term or condition to use property or services in the manner required by this Sales Tax Agent Authorization Letter or the Agreement. The Agent, and any other person or entity acting on behalf of the Agent, shall cooperate with the Agency in its efforts to recover, recapture, receive, or otherwise obtain such State Sales Tax Savings and shall promptly pay over any such amounts to the Agency that it requests. The failure to pay over such amounts to the Agency shall be grounds for the Commissioner of the New York State Department of Taxation and Finance (the "Commissioner") to assess and determine State Sales and Use Taxes due from the Tenant and/or the Agent under Article Twenty-Eight of the New York State Tax Law, together with any relevant penalties and interest due on such amounts.

(c) The Agent is hereby notified (provided that such notification is not a covenant or obligation and does not create a duty on the part of the Agency to the Agent, the Tenant or any other party) that the Agency is subject to certain requirements under General Municipal Law, including the following:

(i) In accordance with General Municipal Law Section 875(3)(c), if the Agency recovers, recaptures, receives, or otherwise obtains, any amount of State Sales Tax Savings from the Agent, the Agency shall, within thirty days of coming into possession of such amount, remit it to the Commissioner, together with such information and report that the Commissioner deems necessary to administer payment over of such amount. The Agency shall join the Commissioner as a party in any action or proceeding that the Agency commences to recover, recapture, obtain, or otherwise seek the return of, State Sales Tax Savings from the Agent, the Tenant or other person or entity.

(ii) In accordance with General Municipal Law Section 875(3)(d), the Agency shall prepare an annual compliance report detailing its terms and conditions described in General Municipal Law Section 875(3)(a) and its activities and efforts to recover, recapture, receive, or otherwise obtain State Sales Tax Savings described in General Municipal Law Section 875(3)(b), together with such other information as the Commissioner and the New York State Commissioner of Economic Development may require. The report shall be filed with the Commissioner, the Director of the Division of the Budget of The State of New York, the New York State Commissioner of Economic Development, the New York State Comptroller and the Council of the City of New York, and may be included with the Annual financial statement required by General Municipal Law Section 859(1)(b). Such report required by this subdivision shall be filed regardless of whether the Agency is required to file such financial statement described by General Municipal Law Section 859(1)(b). The failure to file or substantially complete the report required by General Municipal Law Section 875(3)(b) shall be deemed to be the failure to

file or substantially complete the statement required by such General Municipal Law Section 859(1)(b), and the consequences shall be the same as provided in General Municipal Law Section 859(1)(e).

(d) The foregoing requirements shall apply to any amounts of State Sales Tax Savings that the Agency recovers, recaptures, receives, or otherwise obtains, regardless of whether the Agency or the Tenant or other person or entity acting on behalf of the Tenant characterizes such benefits recovered, recaptured, received, or otherwise obtained, as a penalty or liquidated or contract damages or otherwise. The foregoing requirements shall also apply to any interest or penalty that the Agency imposes on any such amounts or that are imposed on such amounts by operation of law or by judicial order or otherwise. Any such amounts or payments that the Agency recovers, recaptures, receives, or otherwise obtains, together with any interest or penalties thereon, shall be deemed to be State Sales and Use Taxes and the Agency shall receive any such amounts or payments, whether as a result of court action or otherwise, as trustee for and on account of the State.

10. Subject to the provisions of Section 9 hereof, in the event that the Agent shall utilize the Sales Tax Exemption in violation of the provisions of the Agreement or this Sales Tax Agent Authorization Letter, the Agent shall promptly deliver notice of same to the Tenant and the Agency, and the Tenant shall, upon demand by the Agency, pay to or at the direction of the Agency a return of sales or use tax exemptions in an amount equal to all such unauthorized sales or use tax exemptions together with interest at the rate of 300 basis points above the Prime Rate (but not in excess of the maximum rate permitted by law) per annum from the date and with respect to the dollar amount for which each such unauthorized sales or use tax exemption was availed of by Tenant, less sales taxes and any interest or penalties paid to the State Department of Finance with respect to any such unauthorized sales or use tax exemption.

11. Upon request by the Agency with reasonable notice to the Agent, the Agent shall make available at reasonable times to the Agency all such books, records, contracts, agreements, invoices, bills or purchase orders of the Agent, and require all appropriate officers and employees of the Agent to respond to reasonable inquiries by the Agency as shall be necessary (y) to indicate in reasonable detail those costs for which the Agent shall have utilized the Sales Tax Exemption and the dates and amounts so utilized, and (z) to permit the Agency to determine any amounts owed by the Agent under Section 10.

12. The Agent represents and warrants that, except as otherwise disclosed to the Agency, none of the Agent, the Principals of the Agent, or any Person that directly or indirectly Controls, is Controlled by, or is under common Control with the Agent:

(a) is in default or in breach, beyond any applicable grace period, of its obligations under any written agreement with the Agency or the City, unless such default or breach has been waived in writing by the Agency or the City, as the case may be;

(b) has been convicted of a misdemeanor related to truthfulness and/or business conduct in the past five (5) years;

(c) has been convicted of a felony in the past ten (10) years;

(d) has received formal written notice from a federal, state or local governmental agency or body that such Person is currently under investigation for a felony criminal offense; or

(e) has received written notice of default in the payment to the City of any taxes, sewer rents or water charges, which have not been paid, unless such default is currently being contested with due diligence in proceedings in a court or other appropriate forum.

As used herein, the following capitalized terms shall have the respective meanings set forth below:

“City” shall mean The City of New York.

“Control” or “Controls” shall mean the power to direct the management and policies of a Person (x) through the ownership, directly or indirectly, of not less than a majority of its voting securities, (y) through the right to designate or elect not less than a majority of the members of its board of directors or trustees or other Governing Body, or (z) by contract or otherwise.

“Entity” shall mean any of a corporation, general partnership, limited liability company, limited liability partnership, joint stock company, trust, estate, unincorporated organization, business association, tribe, firm, joint venture, governmental authority or governmental instrumentality, but shall not include an individual.

“Governing Body” shall mean, when used with respect to any Person, its board of directors, board of trustees or individual or group of individuals by, or under the authority of which, the powers of such Person are exercised.

“Person” shall mean an individual or any Entity.

“Principals” shall mean, with respect to any Entity, the most senior three officers of such Entity, any Person with a ten percent (10%) or greater ownership interest in such Entity, and any Person as shall have the power to Control such Entity, and “principal” shall mean any of such Persons.

13. By execution of this Sales Tax Agent Authorization Letter, the Agent agrees to accept the terms hereof and represents and warrants to the Agency that the use of this Sales Tax Agent Authorization Letter by the Agent is strictly for the purposes stated herein.

14. The Agent acknowledges that this Sales Tax Agent Authorization Letter will terminate upon the earlier of (i) the Expiration Date referred to above, (ii) the expiration of the Initial Term of the Agreement and (iii) the termination by the Agency of this Sales Tax Agent Authorization Letter.

The signature of a representative of the Agent where indicated below will indicate that the Agent accepted the terms hereof.

**NEW YORK CITY INDUSTRIAL
DEVELOPMENT AGENCY**

By: Emily Marcus

Name: Emily Marcus

Title: Deputy Executive Director

ACCEPTED AND AGREED TO BY:

Samsung Electronics America Inc.

By: Donald W. Wszczępaniak

Name: DONALD W. WSZCZEPANIAK

Title: VP, CONSTRUCTION SERVICES

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Exhibit A

To

SALES TAX AGENT AUTHORIZATION LETTER

Set forth below is a description of items that are eligible for the Sales Tax Exemption:

“Eligible Materials” shall mean all construction materials, machinery, equipment and other tangible personal property, in each case incorporated into and becoming a part of the Stadium and Parking Facility, in connection with all capital improvements constructed and all tangible personal property installed or affixed to the Stadium, the North Parking Site Facilities or the South Parking Site Facilities, and all machinery, equipment and tools purchased or leased for the maintenance and repair of the Stadium, the North Parking Site Facilities or the South Parking Site Facilities at any time during the Term and located and used exclusively at the Stadium, the North Parking Site Facilities or the South Parking Site Facilities (but excluding supplies, inventory and other consumable materials), in each case acquired through purchase or lease by Tenant as agent of Agency, pursuant to the Agreement or the Sales Tax Agent Authorization Letter in connection with the capital improvement or machinery or equipment fixture installation or maintenance or repair, all as generally described in and limited as to scope as set forth below.

The Sales Agent Authorization Tax Letter:

(a) shall not be available for payment of any costs other than for Eligible Materials for incorporation into or use at the Stadium, the North Site Parking Facilities or the South Site Parking Facilities;

(b) shall only be utilized for Eligible Materials which shall be purchased, completed or installed for use only by Tenant or Sterling Mets, L.P. (the “Partnership”) or the Team or a Subtenant at the Stadium, the North Site Parking Facilities or the South Site Parking Facilities (and not with any intention to sell, transfer or otherwise dispose of any such Eligible Materials to another Person), it being the intention of Agency and Tenant that the sales and use tax exemption shall not be made available with respect to any item of Eligible Materials unless such item is used at the Stadium, the North Site Parking Facilities or the South Site Parking Facilities;

(c) shall not be available for any item of (i) rolling stock or watercraft, (ii) tangible personal property having a useful life of less than one year, or (iii) computer software unless the computer software is of a type that is capable of being capitalized in accordance with generally accepted accounting principles as a capital expenditure for use only at the Stadium, the North Site Parking Facilities or the South Site Parking Facilities by Tenant or the Partnership or the Team or a Subtenant;

(d) shall not be available for any date subsequent to which the Sales Tax Exemption shall have been suspended by the Agency in accordance with the Agreement (provided, however, that in the event the Tenant shall thereafter cure any defaults under the Agreement, the North Parking Site Lease Agreement or the South Parking Site Lease Agreement, as

applicable, or the Agency shall thereafter waive such suspension, as applicable, the sales and use tax exemption shall again continue from the date of such cure or waiver);

(e) shall not be available for any tangible movable personal property (including computer software), or trade fixture, for use by any person other than the Tenant and/or the Partnership and/or the Team and/or a Subtenant at the Stadium, the North Site Parking Facilities or the South Site Parking Facilities;

(f) shall not be available for any cost of utilities, cleaning service or supplies;

(g) shall not be available for any item the acquisition or leasing of which would otherwise be exempt from sales and use taxes absent involvement by Agency;

(h) shall not be available (x) as it relates to the Stadium, subsequent to the termination of the Agreement, (y) as it relates to the North Site Parking Facilities, subsequent to the termination of the North Parking Site Lease Agreement, and (z) as it relates to the South Site Parking Facilities, subsequent to the termination of the South Parking Site Lease Agreement; and

(i) shall be available only for Eligible Materials purchased by the Agent for use by the Tenant and/or the Partnership and/or the Team and/or a Subtenant at the Stadium, the North Site Parking Facilities or the South Site Parking Facilities.

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Exhibit B

To

SALES TAX AGENT AUTHORIZATION LETTER

SALES TAX REGISTRY

Please Complete: **REPORTED PERIOD:** SEMI-ANNUAL PERIOD FROM [JANUARY 1][JULY 1], 20__ to [JUNE 30][DECEMBER 31], 20__

Description of Item (incl. Serial #, if applicable)	Location of Item	Dollar Amount	Vendor Description	Date of Payment	Purchase order or invoice number	Sales Tax Savings

TOTAL SALES TAX SAVINGS REALIZED DURING THE SEMI-ANNUAL REPORTED PERIOD:	
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Certification: I, the undersigned, an authorized officer or principal owner of the company identified below, hereby certify to the best of my knowledge and belief that all information contained in this report is true and complete. The information reported in this form includes all Sales Tax Savings realized by the company identified below and its principals, affiliates, tenants, subtenants, contractors and subcontractors. This form and information provided pursuant hereto may be disclosed to the New York City Industrial Development Agency (“NYCIDA”) and New York City Economic Development Corporation (“NYCEDC”), and may be disclosed by NYCIDA and/or NYCEDC in connection with the administration of the programs by NYCIDA and/or NYCEDC; and, without limiting the foregoing, such information may be included in reports or disclosure required by law.

Name of Agent: _____

Signature By: _____

Name (print): _____

Title: _____

Date: _____

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EXHIBIT B

EXHIBIT E

Sales Tax Registry

Please Complete: **REPORTED PERIOD:** ANNUAL PERIOD FROM JULY 1, 20__ to JUNE 30, 20__

Description of Item (incl. Serial #, if applicable)	Location of Item	Dollar Amount	Vendor Description	Date of Payment	Purchase order or invoice number	Sales Tax Savings
SEMI-ANNUAL PERIOD FROM JULY 1, [____] to DECEMBER 31, [____]						
TOTAL SALES TAX SAVINGS REALIZED DURING THE SEMI-ANNUAL PERIOD FROM JULY 1, [____] to DECEMBER 31, [____]:						
SEMI-ANNUAL PERIOD FROM JANUARY 1, [____] to JUNE 30, [____]						
TOTAL SALES TAX SAVINGS REALIZED DURING THE SEMI-ANNUAL PERIOD FROM JANUARY 1, [____] to JUNE 30, [____]:						
TOTAL SALES TAX SAVINGS REALIZED DURING THE ANNUAL REPORTED PERIOD:						

Certification: I, the undersigned, an authorized officer or principal owner of the Tenant, hereby certify to the best of my knowledge and belief that all information contained in this report is true and complete. The information reported in this form includes all Sales Tax Savings realized by the Tenant below and its principals, affiliates, tenants, subtenants, contractors, subcontractors and any other person or entity pursuant to the LETTER OF AUTHORIZATION FOR SALES TAX EXEMPTION issued to the Tenant, and any SALES TAX AGENT AUTHORIZATION LETTER issued to any other person or entity at the direction of the Tenant, by New York City Industrial Development Agency. This form and information provided pursuant hereto may be disclosed to the New York City Economic Development Corporation ("NYCEDC"), and may be disclosed by NYCEDC in connection with the administration of the programs by NYCEDC; and, without limiting the foregoing, such information may be included in reports or disclosure required by law.

Tenant Name: _____

Signature By: _____

Name (print): _____

Title: _____

Date: _____

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