

Department of Taxation and Finance

IDA Annual Compliance Report State Sales Tax Recapture

X

2 Yes X

4 Yes

No

No

No X

For IDA fiscal year ending 06 30 23

(mmddyy)

Due within 90 days of the end of each fiscal year.

IDA information

Street address	Telephone number
1 Liberty Plaza	(212)619-5000
City	State ZIP code
New York	NY 10006

or extended on or after March 28, 2013

Did the IDA provide state sales tax exemption benefits to any project established, amended, or		
extended during the fiscal year entered above?	1	Yes

- If Yes, continue below.
- If No, skip to question 3.
- 2 When an IDA establishes a project, appoints an agent/project operator, or amends or extends a project established in a prior year, the IDA must include terms and conditions for the recapture of state sales tax exemption benefits in its resolutions and project documents. This applies to all projects established, amended, or extended on or after March 28, 2013 (see instructions).

Did the IDA use the same terms and conditions regarding the recapture of state sales tax
exemption benefits in the project documents for each of its projects (as described above)?

If Yes, attach a copy of the terms and conditions used.

If No, attach a copy of each version used. Be sure to identify the projects to which each version of the terms and conditions relate.

If the IDA did **not** include terms and conditions for the recapture of state sales tax exemption benefits in the project documents, attach a list of these projects (*see instructions*).

Activities and efforts to recapture state sales tax exemption benefits for projects established, amended, or extended on or after March 28, 2013

3	Did the IDA make efforts to recapture any state sales and use tax exemption benefits from an agent, project operator, or other person or entity (see instructions)?	3	Yes 🗙	No 🗌
	If Yes, continue below. If No. skip question 4 and complete the <i>Certification</i> below.			

4 Did the IDA file Form ST-65, *IDA Report of Recaptured Sales and Use Tax Benefits*, for each recapture, and remit the funds to the Tax Department?

If Yes, you must keep a copy of Form ST-65 and supporting documentation related to the recapture activities. If No, attach an explanation of the IDA's recapture efforts (see instructions).

Certification

W A HARRIMAN CAMPUS ALBANY NY 12227-0866

I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

Print name of person signing on behalf of the IDA	Print title of person signing on behalf of the IDA			
Emily Marcus Falda	Executive Director			
Signature Employ Morcus Caldo	Date Telephone number 9/27/2023 (212) 619-5000			
Mailing instructions				
Mail completed form and attachments to:				
NYS TAX DEPARTMENT				
IDA UNIT				

If not using U.S. Mail, see Publication 55, Designated Private Delivery Services.

New York City Industrial Development Agency Annual Compliance Report Pursuant to Paragraph (d) of Subdivision 875(3) of the General Municipal Law (including supplemental information as required by Form ST-62)

Paragraph (d) of subdivision 875(3) of the General Municipal Law ("GML") requires the New York City Industrial Development Agency ("NYCIDA") to prepare an annual compliance report (i) detailing the terms and conditions of paragraph (a) of GML subdivision 875(3) and (ii) our activities to recover, recapture, receive, or otherwise obtain New York State sales and use tax exemption benefits described in paragraph (b) of GML subdivision 875(3).

With respect to (i) above, NYCIDA confirms that for the period from July 1, 2022 to June 30, 2023 ("Fiscal Year 2023"), it has included the terms and conditions set forth in the GML within its resolutions and project documents establishing any project or appointing an agent/project operator or amending or extending a project for additional funds or benefits; every such agent/project operator, or other person or entity has agreed to such terms as a condition prior to receiving or benefiting from New York State sales and use tax exemption benefits. Please find the applicable terms and conditions for each such project which were included in the NYCIDA's project documents attached hereto as Exhibit A, as required by Line 2A of the ST-62 Form.

With respect to (ii) above, please see below, which contains information about each recapture of New York State Sales and Use Tax benefits during Fiscal Year 2023.

<u>New York State Sales and Use Tax Exemption Benefits Recovered, Recaptured,</u> <u>Received, or otherwise obtained during Fiscal Year 2023 (Form ST-65 was filed for each</u> <u>such recapture of sales and use tax exemption benefits which was remitted to the New</u> <u>York State Department of Taxation and Finance during Fiscal Year 2023)</u>

Pursuant to a Second Amended and Restated Project Agreement with National Broadcasting Company, Inc., NYCIDA recovered New York State and City sales and use tax exemption benefits, together with any applicable penalties and interest, in the amounts listed below, for a total of \$1,868,786.19 and subsequently forwarded such amount to NYSDTF.

- 1. State Tax \$462,295.40
- 2. Local Tax \$520,073.35
- 3. MCTD Tax \$43,336.02
- 4. Penalties \$0
- 5. State Interest \$784,823.64
- 6. NYCIDA Interest \$58,257.78

Pursuant to an Agency Lease Agreement with JetBlue Airways Corporation, NYCIDA recovered New York State and City sales and use tax exemption benefits, together with

any applicable penalties and interest, in the amounts listed below, for a total of \$967.92 and subsequently forwarded such amount to NYSDTF.

- 1. State Tax \$406.59
- 2. Local Tax \$457.40
- 3. MCTD Tax \$38.11
- 4. Penalties \$0
- 5. State Interest \$65.82
- 6. NYCIDA Interest \$0

<u>New York State Sales and Use Tax Exemption Benefits for which efforts were made to</u> recover but were not paid during Fiscal Year 2023 (Form ST-65 was not filed during Fiscal Year 2023 for the following projects):

Pursuant to an Amended and Restated Project Agreement with MetLife Group, Inc. and Metropolitan Life Insurance Company (the "Company"), NYCIDA issued a request to recover, recapture, receive, or otherwise obtain New York State and City sales and use tax exemption benefits, together with any applicable penalties and interest, in the amounts listed below, for a total of \$1,112,944.36 on August 22, 2022. Please find the demand letter attached hereto as Exhibit B, as required by Line 4 of the ST-62 Form.

- 1. State Tax \$501,615.16
- 2. Local Tax \$564,307.31
- 3. MCTD Tax \$47,021.89
- 4. Penalties \$0
- 5. State Interest \$0
- 6. NYCIDA Interest \$0

Additional Explanation (Form ST-65 not filed)

7. Name and address of the project and project number

Metropolitan Life Insurance Company Project 27-01 Queens Plaza North Long Island City, NY 11101 Project Number: 600102002A

8. Legal name, EIN, and address of agent/project operator or other person or entity

Metropolitan Life Insurance Company 1095 Avenue of Americas New York, NY 10036 EIN(s): 13-5581829 9. Project beginning and end dates

April 10, 2001 – June 30, 2026

10. Basis for recapture

Contractually stipulated recapture for the reduction and relocation of employees below agreed upon employment thresholds.

11. Date of recapture efforts

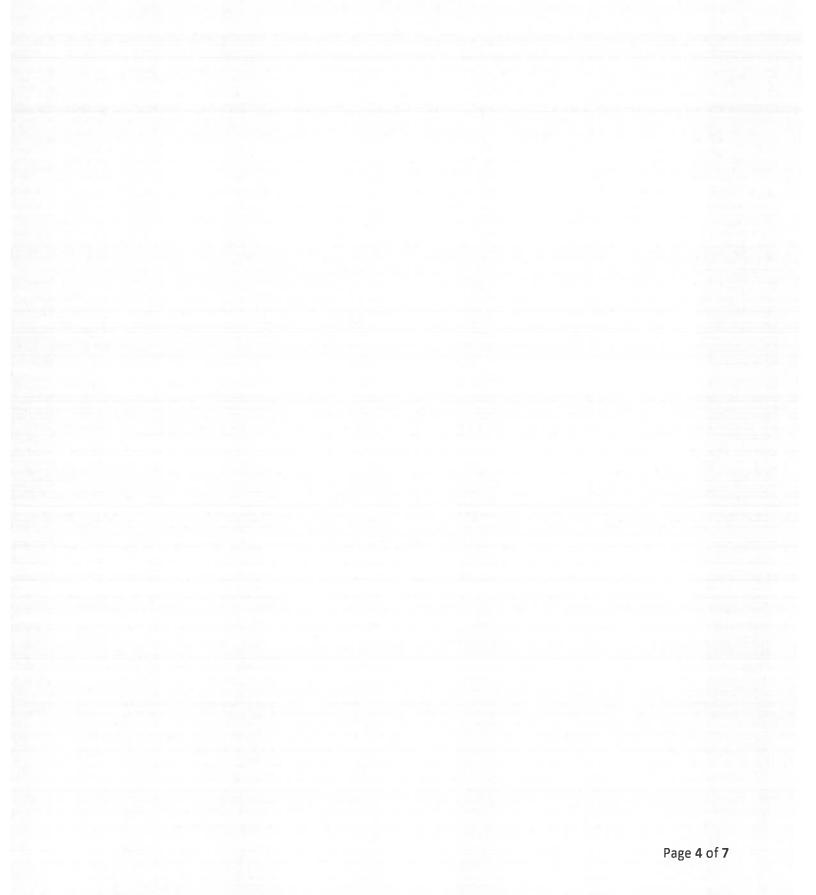
Date of Initial Request: August 22, 2022

12. Amounts identified as required to be recaptured

\$1,112,944.36

*The Company submitted revised annual certifications for FY 2020 and FY 2021 subsequent to NYCIDA's demand letter. The revised annual certifications include certifications by the Company to the NYCIDA indicating that no recapture amounts are due to the NYCIDA for the relevant annual periods.

EXHIBIT A



<u>Terms and Conditions for the Recapture of State Sales Tax Exemption Benefits for</u> <u>Projects that Closed within the Fiscal Year ending 6/30/2023 (From Section 5.2(h) of</u> <u>Standard NYCIDA Lease Agreement)</u>

(i) The Lessee covenants and agrees to comply, and to cause each of its contractors, subcontractors, Agents, 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 Agreement and the Special Provisions, the Special Provisions shall control.

The Lessee acknowledges and agrees that pursuant to General (ii) Municipal Law Section 875(3) the Agency shall have the right to recover, recapture, receive, or otherwise obtain from the Lessee State Sales Tax Savings taken or purported to be taken by the Lessee, any Agent or any other person or entity acting on behalf of the Lessee to which Lessee is not entitled or which are in excess of the Maximum Sales Tax Exemption Amount or which are for property or services not authorized or taken in cases where the Lessee, any Agent or any other person or entity acting on behalf of the Lessee failed to comply with a material term or condition to use property or services in the manner required by this Agreement. The Lessee shall, and shall require each Agent and any other person or entity acting on behalf of the Lessee to, 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 Lessee under Article Twenty-Eight of the New York State Tax Law, together with any relevant penalties and interest due on such amounts.

(iii) The Lessee 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 Lessee or any other party) that the Agency is subject to certain requirements under the General Municipal Law, including the following:

(1) 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 Lessee, any Agent or other person or entity, 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 any Agent, the Lessee or other person or entity.

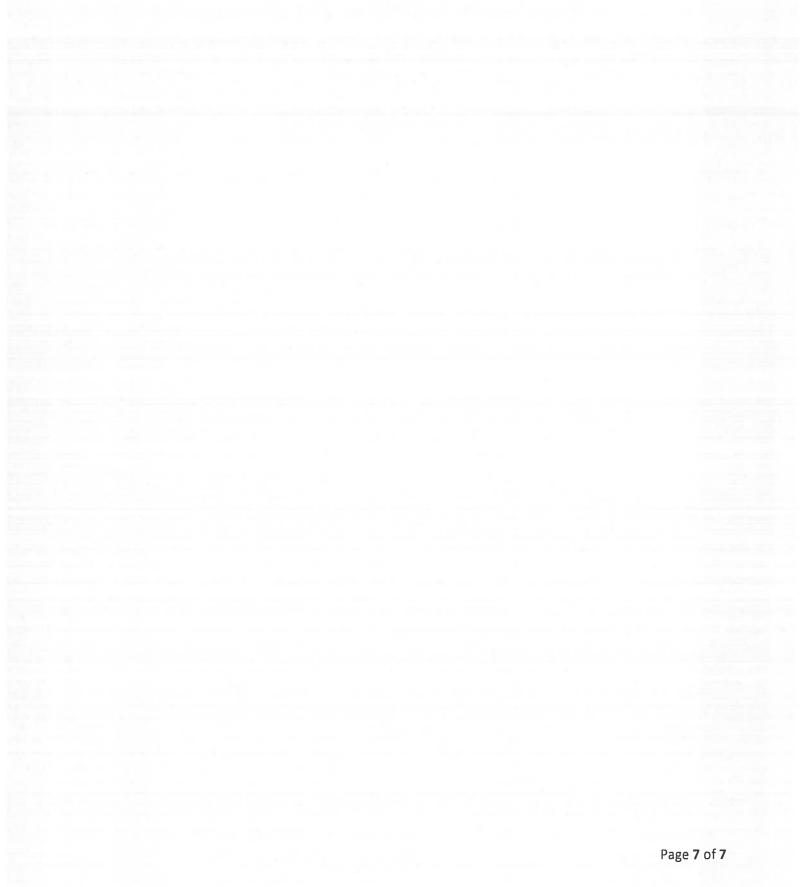
(2) In accordance with General Municipal Law Section 875(3)(d), the Agency shall prepare an annual compliance report detailing its terms and conditions described in General Municipal Law Section 875(3)(a) and its

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, 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).

(iv) 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 Lessee, any Agent or other person or entity acting on behalf of the Lessee 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.

(b) Subject to the provisions of Section 5.2(h) hereof, in the event that the Lessee or any Agent shall utilize the Sales Tax Exemption in violation of the provisions of this Agreement or any Sales Tax Agent Authorization Letter, the Lessee shall promptly deliver notice of same to the Agency, and the Lessee 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 twelve percent (12%) per annum compounded daily from the date and with respect to the dollar amount for which each such unauthorized sales or use tax exemption was availed of by the Lessee or any Agent (as applicable).

Exhibit B





1 Liberty Plaza • New York, NY 10006 212 • 312 • 3600 edc.nyc/nycida

August 22, 2022

VIA Certified Mail

Danielle DiDomenico Director – Tax MetLife Tax Department 277 Park Avenue – 46th Floor New York, NY 10172

RE: New York City Industrial Development Agency (the "Agency") - Metropolitan Life Insurance Company Project

Dear Danielle,

The Agency has reviewed the submitted amended Annual Certificate for the period ending June 30, 2020 (the "amended FY 2020 Annual Certificate") and Annual Certificate for the period ending June 30, 2021 (the "FY 2021 Annual Certificate") as required in accordance with Section 5.3 of the Amended and Restated Project Agreement among the New York City Industrial Development Agency, MetLife Group, Inc., and Metropolitan Life Insurance Company, dated as of March 30, 2007 (the "Agreement"), and recapture payments are due.

Please note that the recapture payment due for FY 2020 is \$868,886.86 and the recapture payment due for FY 2021 is \$700,244.22.

Please find relevant documents with the outstanding recapture payment amounts, the amended FY 2020 Annual Certificate, the FY 2021 Annual Certificate, our tracking spreadsheet with the recapture calculation, and wiring instructions enclosed. Kindly remit payment within 30 days of the date of this letter.

As of August 22, 2022, the Agency has not received the Annual Certificate for the period ending June 30, 2022, as required in accordance with Section 5.3 of the Agreement. Please forward the deliverable to the Agency as soon as possible.

If you have any questions or concerns regarding the above, do not hesitate to contact me at (212) 312-4254 or <u>ccreed@edc.nyc</u> or my colleague Daniel Kane at (212) 618-5786,or <u>dkape@edc.nyc</u>.

Sincerely,

Carly Creed Herman, Assistant Vice President, Compliance New York City Economic Development Corporation o/b/o New York City Industrial Development Agency

cc: Daniel Kane, Vice President, Compliance cc: Shin Mitsugi, Compliance Officer Enclosures

AMENDED FILING

EXHIBITA

CERTIFICATE OF AN AUTHORIZED REPRESENTATIVE OF THE OBLIGORS, AS REQUIRED BY SECTION 5.3 OF THE AMENDED AND RESTATED PROJECT AGREEMENT

The undersigned does hereby certify that he/she is an Authorized Representative of Metropolitan Life Insurance Company, a New York corporation (the "Company"), and has the knowledge necessary to deliver this certificate, and this certificate is being delivered pursuant to Section 5.3 of the Amended and Restated Project Agreement, dated as of March 30, 2007 (the "Project Agreement"), made by the New York City Industrial Development Agency and the Obligons, and does hereby further certify as follows with respect to the Annual Period which commenced July 1, 2019 and ended June 30, 2020 (the "Reported Annual Period") (all capitalized terms used and not otherwise defined herein shall have the meaning assigned to such terms in the Project Agreement):

(1) The number of Annual Period Eligible Employees for the Reported Annual Period was 1.523, and the respective number of Eligible Employees employed during such Annual Period as constituted Full-time Employees and Full-time Equivalent Employees were 1.520 and 3, respectively.

(2) There was a decrease in the number of Annual Period Eligible Employees between the Reported Annual Period and the Annual Period immediately preceding the Reported Annual Period, and a mount of such decrease was <u>62</u>.

(3) The aggregate amount of rentable square feet of the Project Building (Bridge Plaza North) and the In-Fill Building leased during the Reported Annual Period to Non-Qualified Users (other than for Employee Support Space) was <u>686,000</u>, and attached hereto is a true, correct and complete schedule indicating the name and business operation of each such tenant, the term of each such lease, and the percentage of aggregate rentable square feet of the Project Building (Bridge Plaza North) and the In-Fill Building so leased to Non-Qualified Users.

(4) The aggregate amount of rentable square feet of the Project Building (Bridge Plaza North) and the In-Fill Building made a vailable for Employee Support Space was <u>17.933</u> and the use of such Space was as follows: <u>cafeteria</u> and fitness center.

(5) The number of Ineligible Employees for the Reported Annual Period was <u>79</u>, of whom <u>23</u> was Sales Force Employees.

(6) No Acquisition or Merger occurred in the Reported Annual Period.

(7) Neither the Company nor any Eligible Affiliate has transferred or established during the Reported Annual Period any Eligible Employees outside of the City, or, if it did, the following are the details thereof: see item 8 below.

(8) No Base Employment Reduction occurred in the Reported Annual Period, or, if it did, the following are the details thereof (including, without limitation, whether such Reduction was a Non-Relocation Reduction or a Relocation Reduction, and supporting information and evidence regarding the operations and employment of the Company Group), and the calculation of any amount to be repaid: The Company has only made such transfers that would occur in the ordinary course of its business. In this Annual Period, MetLife eliminated jobs in the City, hired new employees moved some employees into and out of the City, had attrition and retirements. As a result of all of these activities, the Company had a net Relocation Reduction of 162 positions. This is a decrease of 4 positions from the last annual filing, reflecting positions relocated to locations outside New York City from locations within New York City. This reduction reflects a Base Employment Reduction Percentage of 9.27%. Accordingly, we have calculated the required repayment to be \$875.028 which is 9.27% of the \$7.402.273 remaining benefit and reflects the 75% Recapture Percentage and the 1.7 Multiplier Factor. Additionally, MetLife has incurred a Non-Relocation Reduction of 64 positions reflecting a Base Employment Reduction of 64 positions reflecting a Base Employment Reduction Redu

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AMENDED FILING

(9) No City Job Reduction occurred in the City Job Reduction Annual Period.

(10) During the Reported Annual Period, the Company Group did not transfer or establish its Headquarters or any part or all of its Designated Operations and Facilities to a location outside of the City.

(11) During the Reported Annual Period, no transaction of the type described in Section 4.1 of the Project Agreement occurred in the Reported Annual Period.

(12) The net worth of the Company (as determined in accordance with generally a ccepted accounting principles) is in excess of \$500,000,000.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 9th day of November 2021.

METROPOLITAN LIFE INSURANCE COMPANY

joseph vaccana

SignNow e-signature ID: f1a078a448... ThTT2021 14:38:38 UTC By Name: Joseph Vaccaro Title: Senior Vice-President & Tax Director

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EXHIBITA

CERTIFICATE OF AN AUTHORIZED REPRESENTATIVE OF THE OBLIGORS, AS REQUIRED BY SECTION 5.3 OF THE AMENDED AND RESTATED PROJECT AGREEMENT

The undersigned does hereby certify that he/she is an Authorized Representative of Metropolitan Life Insurance Company, a New York corporation (the "Company"), and has the knowledge necessary to deliver this certificate, and this certificate is being delivered pursuant to Section 5.3 of the Amended and Restated Project Agreement, dated as of March 30, 2007 (the "Project Agreement"), made by the New York City Industrial Development Agency and the Obligors, and does hereby further certify as follows with respect to the Annual Period which commenced July 1, 2020 and ended June 30, 2021 (the "Reported Annual Period") (all capitalized terms used and not otherwise defined herein shall have the meaning assigned to such terms in the Project Agreement):

(1) The number of Annual Period Eligible Employees for the Reported Annual Period was <u>1.523</u>, and the respective number of Eligible Employees employed during such Annual Period as constituted Full-time Employees and Full-time Equivalent Employees were <u>1.522</u> and <u>1</u>, respectively.

(2) There was a decrease in the number of Annual Period Eligible Employees between the Reported Annual Period and the Annual Period immediately preceding the Reported Annual Period, and amount of such decrease was $\underline{0}$.

(3) The aggregate amount of rentable square feet of the Project Building (Bridge Plaza North) and the In-Fill Building leased during the Reported Annual Period to Non-Qualified Users (other than for Employee Support Space) was <u>686,000</u>, and attached hereto is a true, correct and complete schedule indicating the name and business operation of each such tenant, the term of each such lease, and the percentage of aggregate rentable square feet of the Project Building (Bridge Plaza North) and the In-Fill Building so leased to Non-Qualified Users.

(4) The aggregate amount of rentable square feet of the Project Building (Bridge Plaza North) and the In-Fill Building made available for Employee Support Space was <u>17.933</u> and the use of such Space was as follows: <u>cafeteria</u> and fitness center.

(5) The number of Ineligible Employees for the Reported Annual Period was <u>63</u>, of whom <u>22</u> was Sales Force Employees.

(6) No Acquisition or Merger occurred in the Reported Annual Period.

(7) Neither the Company nor any Eligible Affiliate has transferred or established during the Reported Annual Period any Eligible Employees outside of the City, or, if it did, the following are the details thereof: <u>see item 8 below</u>.

(8) No Base Employment Reduction occurred in the Reported Annual Period, or, if it did, the following are the details thereof (including, without limitation, whether such Reduction was a Non-Relocation Reduction or a Relocation Reduction, and supporting information and evidence regarding the operations and employment of the Company Group), and the calculation of any amount to be repaid: The Company has only made such transfers that would occur in the ordinary course of its business. In this Annual Period, MetLife eliminated jobs in the City, hired new employees, moved some employees into and out of the City, had attrition and retirements. As a result of all of these activities, the Company had a net Relocation Reduction of 172 positions. This is a decrease of 10 positions from the last annual filing, reflecting positions relocated into New York City from locations outside New York City. This reduction reflects a Base Employment Reduction Percentage of 9.85%. Accordingly, we have calculated the required repayment to be \$675,271 which is 9.85% of the \$6,588,683 remaining benefit and reflects the 65% Recapture Percentage and the 1.6 Multiplier Factor. Additionally, MetLife has incurred a Non-Relocation Reduction of 55 positions reflecting a Base Employment Reduction Percentage of approximately 3.13%. No repayment is due in relation to the Non-Relocation Reduction.

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(9) No City Job Reduction occurred in the City Job Reduction Annual Period.

(10) During the Reported Annual Period, the Company Group did not transfer or establish its Headquarters or any part or all of its Designated Operations and Facilities to a location outside of the City.

(11) During the Reported Annual Period, no transaction of the type described in Section 4.1 of the Project Agreement occurred in the Reported Annual Period.

(12) The net worth of the Company (as determined in accordance with generally accepted accounting principles) is in excess of \$500,000,000.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 29th day of July 2021.

METROPOLITAN LIFE INSURANCE COMPANY

Aanon M. Or

SignNow e-signature ID: dd921275f7. 07/29/2021 20:58:33 UTC By Name: Aaron McClain Title: Vice-President

MetLife



Document History SignNow E-Signature Audit Log

All dates expressed in MM/DD/YYYY (US)

Document name:	2020-21 Form of Section 5.3 Certificate_final
Document created:	07/29/2021 20:24:51
Document pages:	2
Document ID:	b090198aafd54aa5adb390b27259fde7a16cc20f
Document Sent:	07/29/2021 20:56:32 UTC
Document Status:	Signed
	07/29/2021 20:58:33UTC

Sender: Signers: CC: ddidomenico@metlife.com aaron.mcclain@metlife.com

	Event				IP Address	
New SSO service	Uploaded the Document	ddidomenico@metikis.com	07/28/2021 20 24 51 pm UTC	07/29/2021 20 24 44 pm UTC	216 183 254 1	
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New SSO service	Viewed the Document	earon modaln@metile.com	07/29/2021 20 56 57 pm UTC	07/29/2021 20 56 57 pm UTC	216 183 254 1	
	Signed the Document, Signature ID					
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New SSO service	Document Saved	saron.mcclain@metiife.com	07/29/2021 20 58 33 pm UTC	07/29/2021 20 58 33 pm UTC	216 163 254 1	

Other Recaptures and Repayments	Recapture Paid	2006 \$ 5,000,000.00	2014 \$ 13,591.43		\$5,013,591	
Other Recaptures and I	Year	2006	2014		Total	