

AGENDA
PORT AUTHORITY OF THE GREATER OKLAHOMA CITY AREA
SPECIAL BOARD MEETING
THURSDAY, JUNE 20, 2024 AT 1:00 PM
ALLIANCE CONFERENCE ROOM
105 N HUDSON AVE., SUITE 101
OKLAHOMA CITY, OK

The following agenda items may include actions, approvals, disapprovals and voting as desired by the Members:

1. Call to Order
2. Consider and Approve Minutes of the December 11, 2023 Port Authority Meeting
3. Receive Financial Report for the Ten Months Ended April 30, 2024
4. Receive 2023 Annual Report submitted to International Trade Association
5. Ratify and Approve Port Authority Sponsorship of the World Trade Conference in the amount of \$2,500.00
6. Ratify and Approve Payment of Claims and Invoices
7. Approve the 2024-2025 Port Authority Budget
8. Approve Resolution Electing Officers of the Port Authority for 2024-2025
9. Consider and Approve Revised Zone Site Agreement between Port Authority and Kontoor US, LLC; retroactive to April 22, 2024
10. Consider and Approve Revised Subzone Site Agreement between Port Authority and Eastman Kodak Company, retroactive to July 27, 2023, through July 27, 2028
11. Consider and Approve the Amended and Restated Agreement between the Port Authority and the Alliance for Economic Development of Oklahoma City for Administrative, Management and other necessary services
12. Comments from Members, Staff and Citizens
13. Adjournment

**MINUTES OF SPECIAL MEETING
OF THE
PORT AUTHORITY OF THE GREATER OKLAHOMA CITY AREA
MONDAY, DECEMBER 11, 2023, AT 9:30 AM
ALLIANCE CONFERENCE ROOM
105 N HUDSON AVE. SUITE 101
OKLAHOMA CITY, OK**

Board Members in Attendance: Chuck Mills, Richard Tanenbaum, Girma Moaning, Alex Vera-Nunn

Board Members, Absent: Jill Castilla

1. Call to Order
Chuck Mills called the meeting to order
2. Consider and Approve Minutes of the July 19, 2023 Port Authority Meeting
Motion to approve the Minutes moved by Richard Tanenbaum and seconded by Girma Moaning.
MOTION APPROVED, unanimously.
3. Receive Financial Report for the July 1, 2023 through October 31, 2023
Presented by Jake Siebenaler
Motion to receive the Financial Report moved by Richard Tanenbaum and seconded by Girma Moaning.
MOTION APPROVED, unanimously.
4. Ratify and Approve Payment of Claims and Invoices
Motion to ratify and approve the payment of claims and invoices moved by Richard Tanenbaum and seconded by Girma Moaning.
MOTION APPROVED, unanimously.
5. Consider and Approve Submission of ASF Usage-Driven Site Application for Canoo, Inc.
Motion to approve the Submission moved by Richard Tanenbaum and seconded by Girma Moaning.
MOTION APPROVED, unanimously.
6. Consider and Approve Resolution Approving the Form of the Usage-Driven Site Agreement between the Port Authority of Greater Oklahoma City Area and Canoo Inc.; and Authorizing the Chair to execute the Agreement after receiving approval of the ASF Usage Driven Site Application for Canoo, Inc.
Motion to approve the Resolution moved by Richard Tanenbaum and seconded by Girma Moaning.
MOTION APPROVED, unanimously.

7. Ratify and Approve the Usage-Driven Site Agreement between the Port Authority of Greater Oklahoma City Area and Integris International, Inc. d/b/a Bri-Steel Manufacturing.
Motion to ratify and approve the Resolution moved by Richard Tanenbaum and seconded by Girma Moaning.
MOTION APPROVED, unanimously.
8. Review and Accept the 2024 Meeting Schedule
Motion to accept the Schedule moved by Richard Tanenbaum and seconded by Girma Moaning.
MOTION APPROVED, unanimously.
9. Comments from Members, Staff and Citizens
10. Adjournment

PORT AUTHORITY OF THE GREATER OKLAHOMA CITY AREA

A Discrete Component Unit of
Oklahoma City, Oklahoma

Board of Directors

Chuck Mills, Chairman
Jill Castilla, Vice Chairman
Richard Tanenbaum, Secretary
Girma Moaning
Alex Vera-Nunn

Management

Craig Freeman, General Manager

Financial Report for the Ten Months Ended April 30, 2024

Prepared by The Oklahoma City Finance Department, Accounting Services Division
Alex E. Fedak CPA, Controller

PORT AUTHORITY OF THE GREATER OKLAHOMA CITY AREA

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MEMORANDUM

The City of OKLAHOMA CITY

TO: Port Authority Board of Directors

FROM: Accounting Services Division

DATE: May 9, 2024

SUBJECT: Port Authority of the Greater Oklahoma City Area (Port Authority) Financial Schedules For Ten Months Ended April 30, 2024 and 2023

The financial schedules presented on the following pages include the schedule of cash receipts and disbursements and the supplemental listing of checks issued for the ten months ended April 30, 2024 and 2023.

Current year-to-date receipts are \$54,000 compared to \$13,500 received in the prior year. In the current year, \$6,000 was received from Bri-Steel Manufacturing, \$6,000 was received from Canoo Technologies Inc., and \$6,000 was received from Canoo Technologies Inc. for application fees. Also, the annual sub-zone fees for Miraclon Corporation for \$12,000, Xerox Corporation for \$12,000 and Bri-Steel Manufacturing for \$12,000 were received. In the prior year, \$12,000 was received from Xerox Corporation for annual sub zone fees and \$1,500 was received from Jasco Products Company, LLC for deactivation fees.

Current year-to-date disbursements totaled \$42,253 for management fees, membership fees, consultant fees, global conference and miscellaneous expenses compared to prior year-to-date disbursements totaled \$26,244 for management fees and consultant fees.

The financial schedules are prepared on the cash basis of accounting.

The financial schedules are unaudited and prepared for internal use only. The financial schedules are prepared by the City of Oklahoma City, Finance Department, Accounting Services Division. The undersigned are prepared to answer any questions you may have pertaining to the financial schedules.

Prepared by:

Susan Barrett
Susan M. Barrett
Municipal Accountant I

Reviewed by:

Brent Wilson
Brent Wilson, MBA
Accounting Manager

Approved for issuance:

Alex E. Fedak
Alex E. Fedak, CPA
Controller

SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
For the Ten Months Ended April 30,
(unaudited)

PORT AUTHORITY OF THE
GREATER OKLAHOMA CITY AREA

	<u>2024</u>	<u>2023</u>
<u>RECEIPTS</u>		
Application fee for Bri-Steel Manufacturing-----	\$6,000	\$-
Application fee for Canoo Technologies Inc.-----	6,000	-
Sub zone fee for Miraclon Corporation-----	12,000	-
Sub zone fee for Xerox Corporation-----	12,000	12,000
Application fee for Canoo Technologies Inc.-----	6,000	-
Sub zone fee for Bri-Steel Manufacturing-----	12,000	-
Deactivation fee for Jasco Products Company, LLC-----	-	1,500
Total receipts -----	<u>54,000</u>	<u>13,500</u>
<u>DISBURSEMENTS</u>		
Checks issued for previous periods-----	35,606	17,654
Checks issued for the two months ended April 30,		
Management fees - 1369 The Alliance for Economic Development of OKC-----	-	1,667
Management fees - 1370 The Alliance for Economic Development of OKC-----	-	1,667
Consultant fees - 1371 Ernst & Young LLP-----	-	5,256
Management fees - 1390 The Alliance for Economic Development of OKC-----	1,667	-
Conference fees - 1391 Global Oklahoma Conference-----	2,500	-
Miscellaneous fees - 1392 Walker Companies-----	480	-
Management fees - 1393 The Alliance for Economic Development of OKC-----	1,667	-
Miscellaneous fees - 1394 Quick Print-----	77	-
Miscellaneous fees - 1395 Daisy Munoz-----	256	-
Total checks issued for the two months ended April 30, -----	<u>6,647</u>	<u>8,590</u>
Total disbursements -----	<u>42,253</u>	<u>26,244</u>
Net increase (decrease) in cash -----	11,747	(12,744)
Beginning cash - July 1,-----	<u>90,390</u>	<u>97,821</u>
Ending cash - April 30, -----	<u>\$102,137</u>	<u>\$85,077</u>

See accompanying notes to financial statements.

**SUPPLEMENTAL LISTING OF CHECKS ISSUED
FISCAL YEAR 2024
For the Ten Months Ended April 30, 2024
(unaudited)**

**PORT AUTHORITY OF THE
GREATER OKLAHOMA CITY AREA**

Previously Reported

1378	The Alliance for Economic Development of OKC-----	\$1,667
1379	The Alliance for Economic Development of OKC-----	1,666
1380	Ernst and Young LLP-----	2,772
1381	The Alliance for Economic Development of OKC-----	1,667
1382	The Alliance for Economic Development of OKC-----	1,667
1383	The Alliance for Economic Development of OKC-----	1,666
1384	National Association for Foreign Trade Zone-----	1,600
1385	The Alliance for Economic Development of OKC-----	1,667
1386	The Alliance for Economic Development of OKC-----	1,667
1387	Ernst and Young LLP-----	9,861
1388	The Alliance for Economic Development of OKC-----	1,666
1389	Ernst and Young LLP-----	8,040
	Total-----	35,606

Currently Reported

1390	The Alliance for Economic Development of OKC-----	1,667
1391	Global Oklahoma Conference-----	2,500
1392	Walker Companies-----	480
1393	The Alliance for Economic Development of OKC-----	1,667
1394	Quick Print-----	77
1395	Daisy Munoz-----	256
	Total-----	6,647

	Total-----	\$42,253
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**SUPPLEMENTAL LISTING OF CHECKS ISSUED
FISCAL YEAR 2023
For the Ten Months Ended April 30, 2023
(unaudited)**

**PORT AUTHORITY OF THE
GREATER OKLAHOMA CITY AREA**

Previously Reported

1359	The Alliance for Economic Development of OKC-----	\$1,667
1360	Ernst and Young LLP-----	1,167
1361	The Alliance for Economic Development of OKC-----	1,667
1362	The Alliance for Economic Development of OKC-----	1,666
1363	The Alliance for Economic Development of OKC-----	1,667
1364	Ernst and Young LLP-----	3,154
1365	The Alliance for Economic Development of OKC-----	1,666
1366	The Alliance for Economic Development of OKC-----	1,667
1367	The Alliance for Economic Development of OKC-----	1,667
1368	The Alliance for Economic Development of OKC-----	1,666
	Total-----	<u>17,654</u>

Currently Reported

1369	The Alliance for Economic Development of OKC-----	1,667
1370	The Alliance for Economic Development of OKC-----	1,667
1371	Ernst and Young LLP-----	5,256
	Total-----	<u>8,590</u>
	Total-----	<u><u>\$26,244</u></u>

I. RELATION TO THE CITY OF OKLAHOMA CITY

The Port Authority of the Greater Oklahoma City Area, (Port Authority), was created by the City of Oklahoma City (City), pursuant to Title 82, Oklahoma Statutes, Sections 1101-1104. The Port Authority was established on October 30, 1962. The Port Authority was granted Foreign Trade Zone #106, (the Zone) on September 14, 1984. The Foreign Trade Zone provides for the physical plant and operation of general warehousing facilities to companies for manufacturing or manipulation, duty free.

The Port Authority is governed by a Board of Directors consisting of five members appointed by the Mayor with the advice and consent of the City Council. The Directors serve a term of four years.

Method of Reporting in the City's Annual Comprehensive Financial Report (ACFR)

The Port Authority is included in the City's financial reporting entity. The Port Authority is a discretely presented component unit of the City. The City's ACFR can be obtained from the City of Oklahoma City, Finance Department, 100 N. Walker, Ste. 300, Oklahoma City, OK 73102 and from the City's website at www.okc.gov.

II. BASIS OF ACCOUNTING

The attached schedule of cash receipts and disbursements is presented on the cash basis of accounting. Receipts are recorded when cash is received, and disbursements are recorded when paid.

III. CONSULTING SERVICES CONTRACT

On December 11, 2018, the Port Authority entered into a contractual agreement for professional services with Ernst and Young, LLP. For each project it agrees to undertake, Ernst and Young will prepare a statement of work describing the particular services, as well as any advice, presentations, or filings to be made, the fees therefor, and any other project-specific arrangements.

IV. SUB ZONES

The Port Authority receives additional fees for the establishment and maintenance of sub zones. Sub zones are adjuncts to the general purpose zone and are single user private sites, usually at manufacturing facilities. The amount of the fees will vary according to the number of sub zones that are active.

ACTIVE SUB ZONES

Entity	Date Received	Amount	Fee Type
Bri-Steel Manufacturing	July 2023	\$6,000	Application fee
Canoo Technologies Inc.	December 2023	6,000	Application fee
Miraclon Corporation	February 2024	12,000	Sub zone annual fee
Xerox Corporation	March 2024	12,000	Sub zone annual fee
Canoo Technologies Inc.	March 2024	6,000	Application fee
Bri-Steel Manufacturing	March 2024	12,000	Sub zone annual fee

V. RECEIPTS

Receipts include sub zone fees, activation, and deactivation fees. Activation fees are applied with the application for a sub zone. Deactivation fees are for voluntary discontinuation of the activation of an entire zone or sub zone.



To: Board Members

From: Kenton Tsoodle, Zone Administrator

Date: May 16, 2024

Ref: Receive the 2023 Foreign Trade Zone Annual Report to the International Trade Administration

Background: The Port Authority is mandated to submit an annual report to the International Trade Administration within the United States Department of Commerce, outlining the activities within Foreign Trade Zone (FTZ) 106 for the respective year.

2023 Annual Report Summary:

At the close of the calendar year 2023, Foreign Trade Zone 106 encompasses 213.29 active acres. During the same year, the Port Authority successfully welcomed two new operators to Foreign Trade Zone 106: Bri-Steel Manufacturing and Canoo Incorporated, thereby increasing the total number of operators to six. The active operators collectively employed 372 individuals in their warehouses and distribution centers throughout 2023. The highest value of foreign status merchandise received by FTZ106 originated from Bangladesh, predominantly consisting of textiles, footwear, and leather, with a total worth of \$49,746,600, sourced from Kontoor Brands. Furthermore, the cumulative value of shipments to the U.S. market and exports amounted to \$624,293,634, representing a notable 35% increase from the previous year.

FTZ Benefit Overview:

FTZ designation offers operators numerous benefits, many of which are utilized uniquely by each operator within FTZ 106. A key benefit that applies to all operators is duty deferral, enabling cash flow savings by postponing import duty payment until goods are withdrawn from the zone. When operators import merchandise, which is then re-exported, duty is deferred and ultimately never paid when exported out of the US. Finally, companies that manufacture within an FTZ can take advantage of the inverted tariff benefit. This allows manufacturers to pay duty based on the lower rate applicable to either the imported raw materials or the finished product. Operators benefit from reduced Merchandise Processing Fees (.03464% fee assessed on every entry value), consolidating charges into a single weekly submission for imported items, rather than paying separately for each import transaction.

Specific to FTZ 106, the following operators leverage the benefits of the FTZ for their operations by:

Kontoor Brands

- During the year 2023, Kontoor paid \$14,851,095.85 in import duties and tariffs. Through leveraging duty deferral, Kontoor can defer those duties providing a significant cash flow advantage.
- 3% of Kontoor’s materials are directly or indirectly exported, resulting in the elimination of any associated duties.

Miraclon

- Through manufacturing printing plates within its FTZ in the US, Miraclon leverages the inversion benefit to compete with foreign manufacturers who import finished printing plates into the US duty-free.
 - This allows Miraclon to have localized control over their supply chain, and employ US labor, as opposed to outsourcing to manufacturers overseas.

Xerox

- The FTZ enables Xerox to import raw materials into the OKC manufacturing facility without the immediate requirement of paying duties, taxes, and Merchandise Processing Fees on the imports.
- Xerox products are Zone to Zone transferred to their FTZ in Webster, NY, enabling them to maintain duty deferral, after which they are utilized in our toner manufacturing plant.
- By leveraging the inversion benefit, completed toner cartridges enter the US commerce duty-free, enabling Xerox to avoid paying the duties on the raw materials and compete more effectively in global markets with significantly improved pricing competitiveness.

FTZ 106 Grantee Fees:

PAOKC Foreign Trade Zone 106

Type of FTZ Sites	Operators	# of Operators	Annual Fee	Total Annual Fee
Usage-Driven Site	Bri-Steel Manufacturing, Canoo Inc.	2	\$12,000	\$24,000
Subzone Site	Xerox Corporation, Miraclon Corporation	2	\$12,000	\$24,000
Magnet Site	Kontoor Brands, Citizen Potawatomi Nation	2	\$4,000	\$8,000
Total	-	6	-	\$56,000

Look ahead:

Foreign Trade Zone 106 (FTZ 106) is embarking on a strategic initiative to expand its marketing and outreach efforts, focusing on cultivating relationships with targeted companies while fostering connections with key organizations such as the State Department of Commerce in Oklahoma and the Oklahoma Manufacturing Alliance. Through a thoughtful and strategic approach, FTZ 106 aims to enhance its visibility and attract businesses looking to optimize their operations. By leveraging the benefits offered by operating within a zone, including duty deferral and duty elimination, FTZ 106 seeks to demonstrate its value proposition to prospective companies. This expansion strategy involves proactive engagement with industry stakeholders, participation in relevant trade events and conferences, and the development of targeted marketing materials highlighting the benefits of operating within the FTZ 106. By building strong relationships with pertinent organizations and companies, FTZ 106 aims to create a supportive ecosystem conducive to business growth and economic development in Oklahoma. Through these collaborative efforts, FTZ106 endeavors to position Oklahoma as a preferred destination for companies seeking to expand their footprint while maximizing cost efficiencies and competitiveness in the international marketplace.

Attachments:

1. 2023 Annual Report
2. Port Authority: FTZ106 Map



Grantees

[FTZ Homepage](#)

[Zones](#)

[Operators](#)

[Reports](#)

[Unlock Requests](#)

Grantee Report

OMB No. 0625-0109

Expiration Date 08/31/2024

Grantee Information

Report Year	Zone Number	State	Grantee
2023	106	OK	Port Authority of Greater Oklahoma City

Contact Name	Contact Phone	Contact Email
Daisy Muñoz	405-604-6780 Ext. 115	daisy.munoz@theallianceokc.org

Report Status

SUBMITTED by daisy.munoz@theallianceokc.org on 06/13/2024

[Request Unlock](#)

Report Information

Note: A response is required for each field. You will be able to save an incomplete report as a draft, but in order to finalize and submit your report to the grantee, you will need to provide an answer to each question.

1. Was foreign-status merchandise stored within the zone under zone procedures during the calendar year?

Yes

2. Provide a summary of the warehouse and distribution activity that occurred within the zone project. Specifically discuss any developments or trends in shipments or activity and any value added activity that occurred within active zone space.

Activity in the Foreign Trade Zone 106 in 2023 remained consistent with the activity from 2022. The highest activity produced in 2023 was by the operator Kontoor Brands, followed by Miraclon Corporation, and then Xerox Corporation. The trends remain the same with the highest foreign merchandise being Textiles/footwear/leather, originating from Bangladesh. In addition, Kontoor Brands has the highest value-added shipments, being 606,962,820. No privileged foreign merchandise was received in 2023 for FTZ 106. As the FTZ106 continues to grow, we expect activity to follow.

3. Discuss how the zone contributes to the local economy and local economic development efforts, including the FTZ impact on local employment, port activity, industrial development, international trade and investment. If applicable, describe in what ways the zone has been used locally by the logistics industry and other companies to address supply chain issues.

In 2023, we engaged with three companies—DD Audio, Bri-Steel, and Canoo Incorporated—all expressing keen interest in the Foreign Trade Zone program. Notably, Bri-Steel and Canoo Incorporated have successfully secured FTZ designation, with both entities anticipated to have a substantial impact on the local economy. Each company is expected to employ over 500 individuals in Oklahoma City, OK, and Enid, OK, respectively. Further strengthening the manufacturing industry in Oklahoma. As part of our commitment to fostering economic ties, the FTZ program assists Bri-Steel's expansion from Canada to Oklahoma. Currently, we are working to cultivate a relationship with the new Oklahoma Mexican Consulate, aiming to enhance business collaborations between Mexico and Oklahoma. In addition, we are taking advantage of the Oklahoma World Trade and Consulate Conference to expose FTZ106.

	Total Summed from Warehouse Operator Reports	Total to be Submitted to the FTZ Board
4. Total number of WHS operators who had activity during calendar year?	2	2
5. The number employed by warehouse/distribution operators within activated areas was ___ persons.	244	244
Employment figures should include both direct and contract persons. For part time workers, please report a full time equivalent (e.g., 60 contract employees working for 6 months would equal a full time equivalent of 30 workers).		
6. Estimate the percent of total shipments that are directly or indirectly exported ____%. The indirect exports to be reported are shipments that are entered for consumption prior to subsequent re-exportation or shipments to a customer or related facility that are later exported (whenever known). It is important that each operator do its best to account for all export activity that is supported by their FTZ operation.	3	3

7. Movement of Merchandise

	Total Summed from Warehouse Operator Reports	Total to be Submitted to the FTZ Board
7.1 Beginning Value - Domestic Status	104,504,503.82	104,504,503.82
7.2 Beginning Value - Foreign Status	28,033,408.75	28,033,408.75
7.3 Beginning Value - Total (Calculated)	132,537,912.57	132,537,912.57
7.4 Ending Value - Domestic Status	31,156,525.8	31,156,525.8

7.5 Ending Value - Foreign Status	14,558,188.43	14,558,188.43
7.6 Ending Value - Total (Calculated)	45,714,714.23	45,714,714.23
7.7 Merchandise Received – Domestic Status	284,642,487.94	284,642,487.94
7.8 Merchandise Received – Foreign Status	92,624,383.82	92,624,383.82
7.9 Merchandise Received From Other FTZ's – Domestic Status	0	0
7.10 Merchandise Received From Other FTZ's – Foreign Status	0	0
7.11 Merchandise Received - Total (calculated)	377,266,871.76	377,266,871.76
7.12 Merchandise Forwarded – To the U.S. Market	466,894,477.08	466,894,477.08
7.13 Merchandise Forwarded – To Foreign Countries (Exports)	0	0
7.14 Merchandise Forwarded – To Other U.S. FTZ's	0	0
7.15 Merchandise Forwarded - Total (calculated)	466,894,477.08	466,894,477.08
7.16 Merchandise Destroyed	0	0
7.17 Explanation of Discrepancies	Citizen Potawatomi Nation: None Kontoor Brands: The reason for the discrepancy is due to rounding of decimals throughout the year. It is not uncommon for our goods to have a purchase price or standard cost that goes out to the thousands place decimal point.	Citizen Potawatomi Nation: None Kontoor Brands: The reason for the discrepancy is due to rounding of decimals throughout the year. It is not uncommon for our goods to have a purchase price or standard cost that goes out to the thousands place decimal point.

8. Main Categories Of Foreign Status Merchandise Received

[View Summary](#)

Category	Value	Country of Origin
Plastic/rubber products	1,198,525.72	Japan
Textiles/footwear/leather	28,559,699.9	Egypt
Textiles/footwear/leather	49,746,600.87	Bangladesh

9. Foreign Status Merchandise Received

	Total Summed from Warehouse Operator Reports	Total to be Submitted to the FTZ Board
9.1 Nonprivileged Foreign	92,624,383.82	92,624,383.82
9.2 Privileged Foreign	0	0
9.3 Customs duties collected on merchandise entered from the operation during the calendar year amounted to \$__	14,851,095.85	14,851,095.85

10. Supporting Attachments

There are no attachments for this report.

11. Total Value of Shipments (Includes value of merchandise as well as value added – labor, profit, overhead, etc.)

	Total Summed from Warehouse Operator Reports	Total to be Submitted to the FTZ Board
11.1 Value of Shipments to the U.S. Market	606,962,820.2	606,962,820.2
11.2 Value of Exports	0	0
11.3 Total Value of Shipments - Calculated	606,962,820.2	606,962,820.2

12. BPI Consent

Information submitted in annual reports to the FTZ Board is ordinarily available for public review. If you consider the numeric data you are entering in this system to be business proprietary in nature, the specific figures will be available for the zone grantee's review through its account and will ultimately be transmitted to the FTZ Board, but the FTZ Board would not disclose or report the specific figures to the public. The only detail that may appear in the FTZ Board's public report to Congress would indicate a general range into which each figure falls (such as \$0-\$500,000, \$500,001-\$1,000,000, \$1,000,001-\$5,000,000, etc.).

Do you consider the numeric data you are entering to be business proprietary that the FTZ Board would only disclose for public review as a range, as described above?

Yes

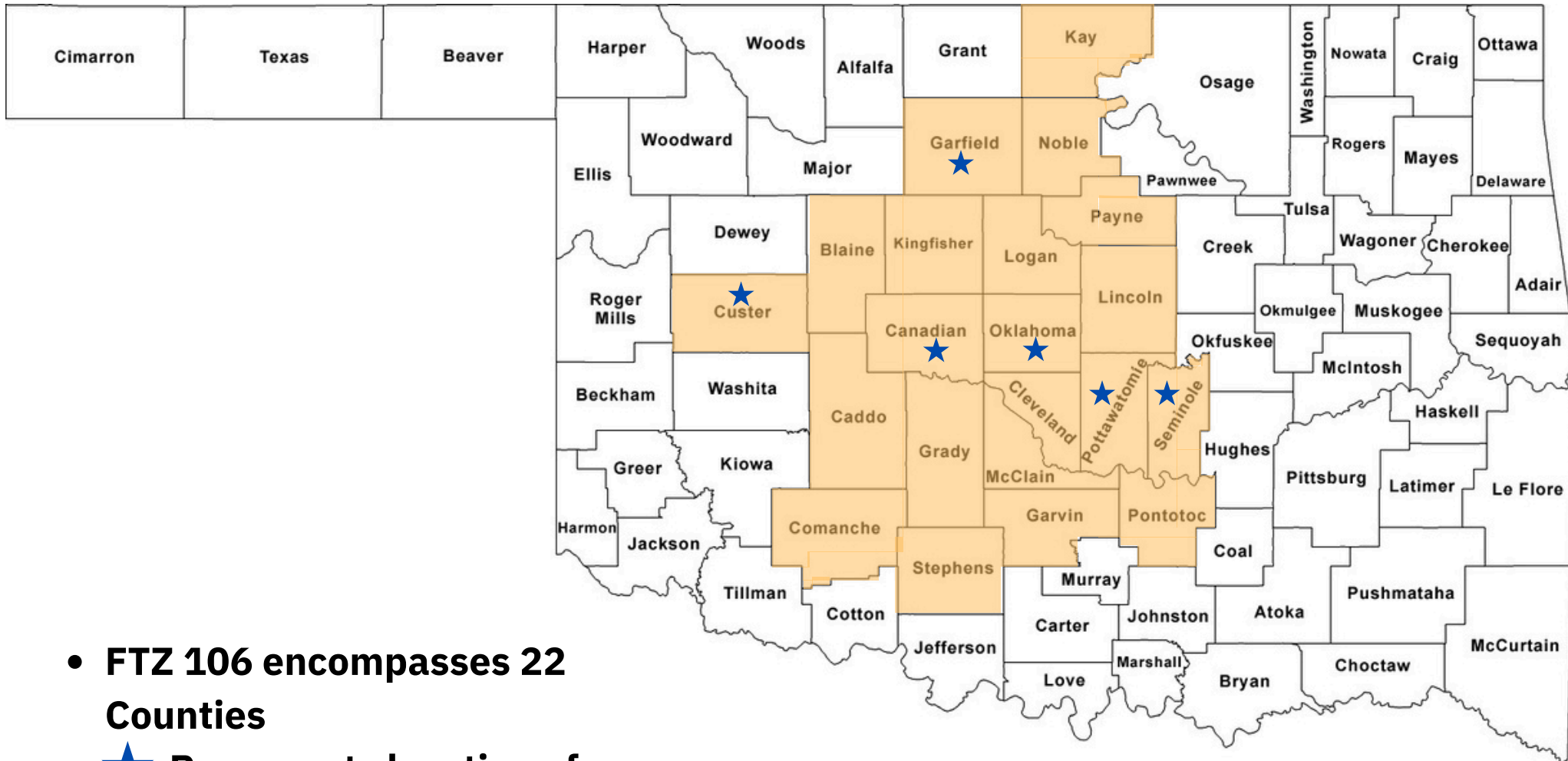
13. Operator Reports Summary

Zone Number	SubZone Number	Site Number	Report Date	Report FY	Status	Company	Type	Locked?	
106		001	01/10/2024	2023	Submitted	Bri-Steel Manufacturing	WHS		 
106		002	02/28/2024	2023	Submitted	Biagi Bros.	WHS		 
106		017	02/26/2024	2023	Submitted	Kontoor Brands	WHS		 
106		018	02/20/2024	2023	Submitted	Citizen Potawatomi Nation	WHS		 
106	00D		02/06/2024	2023	Submitted	Xerox Corporation	MFG		 
106	00F		06/11/2024	2023	Submitted	Miraclon Corporation	MFG		 

Close

Port Authority of the Greater OKC

Foreign Trade Zone 106



- **FTZ 106 encompasses 22 Counties**
- **★ Represents location of current operators**



GLOBAL OKLAHOMA

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Port Authority of the Greater Oklahoma City Area SPONSORSHIP CONTRIBUTION

2024 Oklahoma Consular Summit/World Trade Conference

Date: March 12, 2024

Daisy Muñoz
Project Manager
Port Authority of the Greater Oklahoma City Area
105 N. Hudson Ave, Suite 101
Oklahoma City, OK 73102

Email: daisy.munoz@theallianceokc.org

Sponsorship Contribution: \$2,500.00

Package includes:

- OKC Consular Breakfast Supporting Sponsorship
- World Trade Conference Exhibitor Table (includes 2 attendees)
- Invite to OKC Reception April 9 (no branding)
- Invite to OKC Luncheon April 10 (no branding)
- Invite to Tulsa Reception April 10 (no branding)

PLEASE REMIT PAYMENT TO
Global Oklahoma Connect
P.O. Box 1836
Oklahoma City, OK 73101

The Alliance for Economic Development

105 N Hudson Ave., Ste. 101
Oklahoma City, OK 73102

INVOICE

Invoice Number: 257
Invoice Date: Jan 1, 2024
Page: 1

Voice: 405-604-6780

Fax:

Bill To:
Oklahoma City Port Authority 105 N. Hudson, Suite 101 Oklahoma City, OK 73102

Ship to:
105 N. Hudson, Suite 101 Oklahoma City, OK 73102

Customer ID	Customer PO	Payment Terms	
Port Authority		Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		1/1/24

Quantity	Item	Description	Unit Price	Amount
		December, 2023 Alliance Services in accordance with Agreement dated 9/18/19		1,666.67

Subtotal	1,666.67
Sales Tax	
Total Invoice Amount	1,666.67
Payment/Credit Applied	
TOTAL	1,666.67

Check/Credit Memo No:



Ernst & Young LLP
 200 Plaza Drive
 Secaucus NJ 07094
 USA

Invoice

Port Authority of Greater Oklahoma City
 Office of the City Clerk
 200 North Walker Avenue
 Oklahoma City OK 73102
 USA

Invoice No.: US01U001441956
 Please reference this number on remittance.

Invoice Date: January 25, 2024
 Due Date: February 24, 2024
 Client No.: 0012063266
 Engagement No.: E-67385727
 PO Ref No:

*OK to pay
 2024
 1/29/2024
 OK
 Keith Kubler
 1-29-24*

Remit To:
 Ernst & Young US LLP
 PNC Bank c/o Ernst & Young US LLP
 P.O. Box 773712
 Chicago, IL 60677-3712
 EIN: 34-6565596

For professional services rendered: September 01, 2023 to January 26, 2024
 Attn: Daisy Munoz (daisy.munoz@theallianceokc.org).
 Billing for professional advisory services in connection with the Port Authority of Greater Oklahoma City - SOW -
 Global Trade Routine OnCall Tax Advisory Services.

	<u>USD</u>		
	<u>Amount</u>		
Fee			9,860.69
Professional Services			9,860.69
Total Fees & Expenses	Amount	Tax Amount	Total Amount
Taxable			
Total Exempt	9,860.69		9,860.69
Total Invoice amount	9,860.69	0.00	9,860.69

<p>International Wire Transfer: Wells Fargo Bank, NA Bank Swift code: WFBUS6S Account name: Ernst & Young U.S. LLP Account number: 2000032587256</p>	<p>Domestic Wire and ACH Transfer: (US based banks) Wells Fargo Bank, NA Bank ABA#: 121000248 Account name: Ernst & Young U.S. LLP Account number: 2000032587256</p>
---	---

To ensure proper application of your electronic payment,
 please provide client and invoice number details directly to:
 gss.accountsreceivable@xe02.ey.com or fax to 1-866-423-5274

The Alliance for Economic Development

105 N Hudson Ave., Ste. 101
Oklahoma City, OK 73102

INVOICE

Invoice Number: 264
Invoice Date: Feb 1, 2024
Page: 1

Voice: 405-604-6780
Fax:

Bill To:
Oklahoma City Port Authority 105 N. Hudson, Suite 101 Oklahoma City, OK 73102

Ship to:
105 N. Hudson, Suite 101 Oklahoma City, OK 73102

Customer ID	Customer PO	Payment Terms	
Port Authority		Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		2/1/24

Quantity	Item	Description	Unit Price	Amount
		January, 2024 Alliance Services in accordance with Agreement dated 9/18/19		1,666.66
	<i>OK Kurt Kull 1-29-24</i>			

Subtotal	1,666.66
Sales Tax	
Total Invoice Amount	1,666.66
Payment/Credit Applied	
TOTAL	1,666.66

Check/Credit Memo No:



Ernst & Young LLP
 200 Plaza Drive
 Secaucus NJ 07094
 USA

OK to pay
[Signature]
 1/7/24

☆RECEIVED☆
 FEB 07 2024

Port Authority of Greater Oklahoma City
 Office of the City Clerk
 200 North Walker Avenue
 Oklahoma City OK 73102
 USA

Invoice

Invoice No.: US01U001332559
 Please reference this number on remittance.

Invoice Date: **September 12, 2023**
 Due Date: **October 12, 2023**
 Client No.: 0012063266
 Engagement No.: E-67385727
 PO Ref No:

Remit To:
 Ernst & Young US LLP
 PNC Bank c/o Ernst & Young US LLP
 P.O. Box 773712
 Chicago, IL 60677-3712
 EIN: 34-6565596

For professional services rendered: August 01, 2023 to August 31, 2023
 Attn: Daisy Munoz (daisy.munoz@theallianceokc.org)
 Billing for services in connection with the Port Authority of Greater Oklahoma City - SOW - Global Trade Routine On-Call Tax Advisory Services. Invoice covers the onsite evaluation and delivery of the evaluation report.

	USD Amount
Fee	6,000.00
Expense	2,040.00
Professional Services	8,040.00
Total Fees & Expenses	8,040.00
Taxable	8,040.00
Total Exempt	8,040.00
Total Invoice amount	8,040.00

<p>International Wire Transfer: Wells Fargo Bank, NA Bank Swift code: WFBUS6S Account name: Ernst & Young U.S. LLP Account number: 2000032587256</p>	<p>Domestic Wire and ACH Transfer: (US based banks) Wells Fargo Bank, NA Bank ABA#: 121000248 Account name: Ernst & Young U.S. LLP Account number: 2000032587256</p>
---	---

To ensure proper application of your electronic payment,
 please provide client and invoice number details directly to:
 gss.accountsreceivable@xe02.ey.com or fax to 1-866-423-5274

The Alliance for Economic Development

105 N Hudson Ave., Ste. 101
Oklahoma City, OK 73102

INVOICE

Invoice Number: 269
Invoice Date: Mar 1, 2024
Page: 1

Voice: 405-604-6780
Fax:

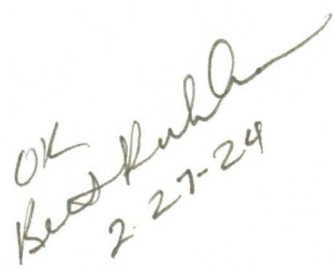
Bill To:

Oklahoma City Port Authority
105 N. Hudson, Suite 101
Oklahoma City, OK 73102

Ship to:

105 N. Hudson, Suite 101
Oklahoma City, OK 73102

Customer ID	Customer PO	Payment Terms	
Port Authority		Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		3/1/24

Quantity	Item	Description	Unit Price	Amount
		February, 2024 Alliance Services in accordance with Agreement dated 9/18/19		1,666.66
				
Subtotal				1,666.66
Sales Tax				
Total Invoice Amount				1,666.66
Payment/Credit Applied				
TOTAL				1,666.66

Check/Credit Memo No:



INVOICE

Port Authority of the Greater Oklahoma
City Area
SPONSORSHIP CONTRIBUTION

2024 Oklahoma Consular Summit/World Trade
Conference

Date: March 12, 2024

Daisy Muñoz
Project Manager
Port Authority of the Greater Oklahoma City Area
105 N. Hudson Ave, Suite 101
Oklahoma City, OK 73102

OK to pay
3/14/24

Email: daisy.munoz@theallianceokc.org

Sponsorship Contribution: \$2,500.00

Package includes:

- OKC Consular Breakfast Supporting Sponsorship
- World Trade Conference Exhibitor Table (includes 2 attendees)
- Invite to OKC Reception April 9 (no branding)
- Invite to OKC Luncheon April 10 (no branding)
- Invite to Tulsa Reception April 10 (no branding)

OK
Keat Kahl
3-14-24

PLEASE REMIT PAYMENT TO
Global Oklahoma Connect
P.O. Box 1836
Oklahoma City, OK 73101



aim MEMBER

Invoice

Billing Address
 PO Box 177
 Oklahoma City OK 73101
 405.235.0148 accounting ext 3017
 405.235.5319 F405.235.1698
 walkercompanies.com

Date	Invoice #
3/21/2024	152878

Bill To The Port Authority of the Greater Oklahom 105 N. HUDSON, SUITE 101 OKLAHOMA CITY, OK 73102	Ship To WILL CALL 121 N.W. 6TH STREET OKLAHOMA CITY, OK 73102 The Port Authority of the Greater Oklahom Olen Cook
--	---

OK to pay
3/25/24

OK to pay
3-26-24

AUTHORIZED BY	DAISY	CONTACT #	405-604-6780-1...
---------------	-------	-----------	-------------------

S.O. No.	P.O. Number	Terms	Due Date	Rep	Ship Via	F.O.B.	Project
91896		Net 30	4/20/2024	CD	WILL CALL		

Quantity	Item Code	Description	Price Each	Amount
1	DISP / TABLE - ...	FITTED CONTOUR TABLE COVER OC 6' TABLE FITTED TABLE DRAPE SO - 854449 QTY 1	135.00	135.00T
1	DISP / BAN - FR...	BANNER, FRAMES & STANDS SILVERSTEP RETRACTABLE BANNER (1) 33.5"W X 84"h Single-Sided Vinyl Graphic (1) Silver/Black Retractable Base with End Caps (1) Telescopic Support Pole (1) Clamp Top Bar with End Caps (1) SilverStep® Travel Bag SO - 854449 QTY 1	215.00	215.00T
1	Design - Digital	Digital Layout and Design see the attached word document to make the proofs 1 fitted table drape (template in CAP) 1 retractable banner (template in CAP)	80.00	80.00T
1	Shipping Charges	SHIPPING AND HANDLING CHARGE	50.00	50.00

Thank you! - Christy

You can pay invoice online at www.walkercompanies.com We will be closed Christmas and New Years Day.	Subtotal	\$480.00
	Sales Tax (0.0%)	\$0.00
	Total	\$480.00
	Payments/Credits	\$0.00
	Balance Due	\$480.00

The Alliance for Economic Development

105 N Hudson Ave., Ste. 101
Oklahoma City, OK 73102

INVOICE

Invoice Number: 281
Invoice Date: Apr 1, 2024
Page: 1

Voice: 405-604-6780
Fax:

Bill To:
Oklahoma City Port Authority 105 N. Hudson, Suite 101 Oklahoma City, OK 73102

Ship to:
105 N. Hudson, Suite 101 Oklahoma City, OK 73102

Customer ID	Customer PO	Payment Terms	
Port Authority		Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		4/1/24

Quantity	Item	Description	Unit Price	Amount
		March, 2024 Alliance Services in accordance with Agreement dated 9/18/19		1,666.66
		<i>OK Keith Kuhlman 3-27-24</i>		

Subtotal	1,666.66
Sales Tax	
Total Invoice Amount	1,666.66
Payment/Credit Applied	
TOTAL	1,666.66

Check/Credit Memo No:



406 NW 23rd St.
Oklahoma City, OK 73103
405-528-7976 | nw23@qpokc.com

OK to pay
[Signature]
4/15/2024
Job# 210087

Invoice

Date: 4/15/24
Acct#: _____ PO# _____

481954

Invoice#

PLEASE PAY FROM THIS INVOICE

To: Daisy Munoz
The Port Authority of the Greater OKC Area
105 N. Hudson Avenue Suite 101
Oklahoma City, OK 73102
Phone: 405-604-6780 Ext. 115

**PREFERRED PRINTER
OF THE OKC THUNDER**



QUANTITY	DESCRIPTION	AMOUNT
75	The Port Authority of The Greater OKC Area: Foreign Trade Zone flyer, 8.5 x 11 White 80# Coated Gloss Cover, Digitally Printed on 2 sides	\$ 71.07
Rec'd by _____ Thank You!		SUBTOTAL \$ 71.07 TAX \$ 6.13 TOTAL \$ 77.20

Travel Expense Report

Name Daisy Munoz

Department N/A

Period
Per Mile
Reimbursement 0.57

Total Reimbursement Due \$236.59

Date Submitted 15-Apr

DocuSigned by:

Authorized by

Kyle Killman
BB859D36D2664A0...

Date	Description of Expense	Program	Airfare	Lodging	Ground Transportation (Gas, Rental Car, Taxi)	Meals & Tips	Conferences and Seminars	Miles (Personal Car Only)	Mileage Reimbursement	Miscellaneous	U.S. \$
4/10/2024	Lodging	Port Authority: Tulsa- World Conseors Summit and World Trade Conference		\$114.42							\$114.42
4/10/2024-4/11/2024	Mileage Reimbursement	Port Authority: Tulsa- World Conseors Summit and World Trade Conference						212.2	0.0655	\$0.00	\$142.17
											\$0.00
											\$0.00
											\$0.00
											\$0.00
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											\$0.00
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											\$0.00
											\$0.00
											\$0.00
											\$0.00
											\$0.00
Totals			\$0.00	\$114.42	\$0.00	\$0.00	\$0.00	212.20	0.0655	\$0.00	\$236.59

Your receipt from Airbnb



Receipt ID: RC5TX58PBM · April 10, 2024

Tulsa

1 night in Tulsa

Wed, Apr 10, 2024 → Thu, Apr 11, 2024

Entire home/apt · 1 bed · 2 guests



Hosted by Genyce Goodchild

Confirmation code: HME9PHB48Z

[Go to Itinerary](#) · [Go to listing](#)

Traveler: Daisy Munoz

Cancellation policy

This reservation is non-refundable.

Cutoff times are based on the listing's local time

Have a question?

Find details about payments and refunds in [your payments](#), or try the [Help Center](#).

Price breakdown

\$58.30 x 1 night	\$58.30
Cleaning fee	\$35.00
Service fee	\$13.17
Taxes	\$7.95
Total (USD)	\$114.42

Payment

PayPal	\$114.42
April 10, 2024 · 7:13:35 PM EDT	
Amount paid (USD)	\$114.42

Occupancy taxes

Occupancy Taxes include General Sales and Use Tax (Tulsa), Accommodations Tax (Tulsa), Tourism Business Improvement District (Tulsa Tourism Improvement District No. 1), General Sales and Use Tax (Oklahoma).

Airbnb Payments, Inc.

Airbnb Payments is a limited payment collection agent of your Host. It means that upon your payment of the Total Price to Airbnb Payments, your payment obligation to your Host is satisfied. Refund requests will be processed in accordance with: (i) the Host's cancellation policy (available on the Listing); or (ii) Rebooking and Refund Policy Terms, available at www.airbnb.com/terms. Questions or complaints: contact Airbnb Payments, Inc. at +1 (844) 234-2500.

Payment processed by:

Airbnb Payments, Inc.
888 Brannan Street, San Francisco, CA 94103

Airbnb, Inc.
888 Brannan St, San Francisco, CA 94103
www.airbnb.com



The Alliance for Economic Development

105 N Hudson Ave., Ste. 101
Oklahoma City, OK 73102

INVOICE

Invoice Number: 286
Invoice Date: May 1, 2024
Page: 1

Voice: 405-604-6780
Fax:

Bill To:
Oklahoma City Port Authority 105 N. Hudson, Suite 101 Oklahoma City, OK 73102

Ship to:
105 N. Hudson, Suite 101 Oklahoma City, OK 73102

Customer ID	Customer PO	Payment Terms	
Port Authority		Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		5/1/24

Quantity	Item	Description	Unit Price	Amount
		April, 2024 Alliance Services in accordance with Agreement dated 9/18/19		1,666.66
		<i>OK</i> <i>Best Kuhlman</i> <i>4-29-24</i>		

Subtotal	1,666.66
Sales Tax	
Total Invoice Amount	1,666.66
Payment/Credit Applied	
TOTAL	1,666.66

Check/Credit Memo No:

The Alliance for Economic Development

105 N Hudson Ave., Ste. 101
Oklahoma City, OK 73102

INVOICE

Invoice Number: 293
Invoice Date: Jun 1, 2024
Page: 1

Voice: 405-604-6780
Fax:

Bill To:
OKC Port Authority 105 North Hudson Suite 101 Oklahoma City, OK 73102

Ship to:
OKC Port Authority 105 North Hudson Suite 101 Oklahoma City, OK 73102

Customer ID	Customer PO	Payment Terms	
OCPA		Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		6/1/24

Quantity	Item	Description	Unit Price	Amount
		May, 2024 Alliance Services in accordance with Agreement dated 9/18/19		1,666.67
		<i>OK Best Value 5-29-24</i>		
Subtotal				1,666.67
Sales Tax				
Total Invoice Amount				1,666.67
Payment/Credit Applied				
TOTAL				1,666.67

Check/Credit Memo No:

Port Authority of the Greater OKC Area Proposed Operational Budget		
7/1/2024 - 6/30/2025		
Revenues		
Annual Fees		56,000
Annual Fees - New		16,000
Application Fees		12,000
Total Revenues		84,000
Expenses		
Management Fee		25,000
Consultant Base Fee		25,000
Consultant Revenue Sharing Fee		16,800
Memberships (NAFTZ)		1,000
Conferences and meetings		7,500
Total Expenses		75,300
Net Income		8,700
Assumptions:		
Annual Fees		
Kontoor US		4,000
Iron Horse Industrial Park		4,000
Xerox		12,000
Miraclon		12,000
Bri-steel		12,000
Canoo		12,000
Recruit 1 single operator		12,000
Recruit 1 industrial park		4,000
Application Fees (per new recruit)		6,000
Management Fees: The Alliance fee increases to \$25,000		
Consulting Fees: EY is contracted on an annual basis for certain consulting services		
Memberships: Annual dues to NAFTZ for Board chair and staff member		
Conference and meetings:		
Counselor Summit in Oklahoma City - sponsorship, table and marketing materials		
World Trade Conference Tulsa, OK		
National Assn of Foreign Trade Zones Annual Conference and Exposition - New Orleans		
Begin quarterly operator meetings		

RESOLUTION

WHEREAS, the Board of Directors of the Port Authority of the Greater Oklahoma City Area (“Authority”) desire to elect and appoint officers of the Authority and to authorize its officers to act for and on behalf of the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Authority that:

1. The following are hereby elected and appointed officers of the Authority, to serve beginning July 1, 2024 and continue until June 30, 2025 or until their successors are duly elected and appointed:

- _____ – Chair
- _____ – Vice-Chair
- Kenton Tsoodle – Zone Administrator and Secretary

2. To facilitate operations of the Authority, the Chair and the Vice-Chair are authorized to take actions for and on behalf of the Authority as necessary to conduct the operations and management of the Authority, all to be in accordance with best practices and Oklahoma laws, including but not limited to: (i) authorization of expenditure of Authority funds and approval of service contracts, (ii) designation, engagement and determination of compensation of persons and firms to conduct the affairs of the Authority, and (iii) actions with respect to Authority banking relationships and services, including the determination of authorized banking signatories; provided that such authorizations shall not be apply to those decisions and actions that the Authority has reserved unto itself.

APPROVED by the Oklahoma Industries Authority this _____ day of _____, 2024.

ATTEST:

**PORT AUTHORITY OF THE
GREATER OKLAHOMA CITY AREA**

Secretary

By: _____
Chair

REVISED ZONE SITE AGREEMENT

This Revised Agreement entered as hereinafter set forth by and between The Port Authority of the Greater Oklahoma City Area, a duly created authority established pursuant to the laws of the State of Oklahoma (hereinafter also referred to as the "Port Authority") and Kontoor US, LLC, a Delaware corporation (hereinafter also referred to as the "FTZ Operator").

WITNESSETH

WHEREAS, The Port Authority of the Greater Oklahoma City Area was duly created by Oklahoma City Ordinance #9960 pursuant to Oklahoma Statutes, Title 82, Section 1101 *et seq.*; and

WHEREAS, the Port Authority was granted a Foreign-Trade Zone designation on the September 14, 1984; and

WHEREAS, on March 7, 2013, the Port Authority and Kontoor US, LLC entered into the Usage Driven Site Agreement wherein the Port Authority agreed to apply for and use its best efforts to obtain permission from the Foreign-Trade Zone Board, U.S. Department of Commerce, to establish a Usage Driven Site, Subzone Site or a Magnet Site ("Zone Site") of Foreign-Trade Zone No. 106 and the FTZ Operator would conduct Foreign-Trade Zone business within the Zone Site, in accordance with standards as set forth and defined in the Foreign-Trade Zones Act of 1934 (19 USC 81 *et seq.*), as amended, Foreign-Trade Zones Regulations (15 CFR 400 *et seq.*), as amended, and U.S. Customs Regulations (19 CFR 146 *et seq.*), as amended; and

WHEREAS, on April 21, 2021, the Port Authority and Kontoor US, LLC entered into the FTZ Grantee Operator Zone Site Agreement wherein the Port Authority agreed to apply for and use its best efforts to obtain permission from the Foreign-Trade Zone Board, U.S. Department of Commerce, to establish a Usage Driven Site, Subzone Site or a Magnet Site ("Zone Site") of Foreign-Trade Zone No. 106 and the FTZ Operator would conduct Foreign-Trade Zone business within the Zone Site, in accordance with standards as set forth and defined in the Foreign-Trade Zones Act of 1934 (19 USC 81 *et seq.*), as amended, Foreign-Trade Zones Regulations (15 CFR 400 *et seq.*), as amended, and U.S. Customs Regulations (19 CFR 146 *et seq.*), as amended; and

WHEREAS, the Zone Site was established on February 2012 and

WHEREAS, the parties seek to renew the Zone Site Agreement for an additional Term

and continue until termination of the foreign trade zone status of the Zone Site, unless sooner terminated according to the Termination provision of the Agreement.

NOW THEREFORE, in the parties hereto mutually agree, and covenant the following amends and replaces the previous FTZ Grantee Operator Zone Site Agreement entered into between the parties on April 21, 2021.

1. DEFINITIONS

A. "Activated Zone" - That part of the Zone that has been approved by the federal government, Customs, for operation.

B. "Customs" - United States Customs & Border Protection and its officers, agents, and employees.

C. "Foreign-Trade Zone Administrator" - the designated staff member of the Port Authority.

D. "Zone Site" - A Foreign Trade Zone site designated in Exhibit "A" that has a distribution, manufacturing and/or assembly operation or such other operation as permitted by law.

E. "Zone Site Fee" - Fee or fees paid or to be paid by FTZ Zone Operator to the Port Authority for services provided relating to the Zone Site in accordance with the Schedule of Fees adopted by the Port Authority as it may be amended from time to time.

F. "Zone" or "Foreign-Trade Zone" - Property designated as Foreign-Trade Zone No. 106.

2. FTZ ZONE OPERATOR

The Zone Operator shall be responsible for all activities at the Zone Site. The FTZ Operator hereby agrees that the Zone Site shall be operated under the sponsorship of the Port Authority and in accordance with the laws regulating the Zone Site.

3. ZONE SITE

An application for geographical FTZ designation of the Zone Site was made by the Port Authority on behalf of the FTZ Operator for the property described in Exhibit "A". The

specific type of geographical designation is specified in Exhibit "A".

4. **CONSIDERATION**

In consideration hereof, the FTZ Operator shall pay the Port Authority such fees as may be applicable based upon the Schedule of Fees (attached as Exhibit B) and such other consideration as provided herein.

5. **RECORDKEEPING**

The FTZ Operator shall keep a complete and accurate set of books, accounting ledgers, inventory sheets, records, and other information (hereinafter collectively referred to as "records") required by this Agreement or any other applicable law, regulation, rule, or ordinance of the City of Oklahoma City, the State of Oklahoma, and the United States of America, or any subdivision or agency thereof. The FTZ Operator shall keep complete and accurate records of duties paid to Customs. The FTZ Operator shall keep complete and accurate records of inventory stored, inventory in, inventory out, breakage, and inventory used or changed in character within the Subzone. FTZ Operator shall retain all records pertaining to the use of zone procedures at the Zone Site for at least five (5) years after the merchandise covered by such records has been withdrawn from the Site, or longer if required by Customs. The FTZ Operator will comply with all requests by Customs for documents or records pursuant to the procedures including, but not limited to, those contained in Title 19, Sections 1508 and 1509 of the United States Code.

The Port Authority may conduct at the Zone Property or another location of its choice, an audit of the books and records related to subzone activity upon reasonable notice to FTZ Operator. In the event the audit reveals a material default by FTZ Operator of any terms and conditions of this Agreement, the reasonable cost of the audit shall be borne by FTZ Operator.

FTZ Operator agrees to submit an Annual Report to the Foreign-Trade Zones Board at the end of each calendar year. Data shall be reported online through the Foreign-Trade Zones Board Online FTZ Information System (OFIS). This information shall be submitted by no later than February 28 of each year.

FTZ Operator should also timely submit all requisite reports to Customs in accordance with the regulations in 19 CFR §146.

The Port Authority shall have the right of entry to any area of the Zone Site during normal

working hours and upon 14 day written notice to the FTZ Operator.

6. ZONE SITE OPERATIONS MANUAL

The FTZ Operator shall, be responsible for all cost associated with preparing its own Foreign Trade Zone Operations Manual. The FTZ Operator shall abide by and operate in accordance with the terms and conditions of the FTZ #106 Zone Schedule. Failure to abide shall be deemed a breach of this Agreement.

7. SECURITY

FTZ Operator shall be responsible for all security and fire protection in the Zone Site. FTZ Operator shall maintain sufficient locks, fencing, security devices, smoke alarms, and/or any other devices necessary for the protection and safety of the facilities, as well as any item stored or maintained about the Zone Site.

8. COMPLIANCE

The FTZ Operator shall comply with all applicable rules, regulations, ordinances, and laws applicable in Oklahoma City, the State of Oklahoma, and the United States of America including, but not be limited to, all United States Customs, Foreign-Trade Zone Board, and tax regulations. The FTZ Operator shall make timely payments of all fees, taxes, duties, or other charges lawfully assessed by Customs with respect to operations involving the Zone Site, subject to the FTZ Operator 's exercise of any remedies available to it under law to contest the validity or amount of such fees, duties, charges or penalties.

9. BONDING AND INDEMNIFICATION

Within 10 calendar days of execution of this Agreement, the FTZ Operator will provide evidence to the Port Authority that it has procured and has in effect a Customs Bond sufficient to cover operations at the Zone Site, in an amount specified by Customs. The FTZ Operator shall indemnify and hold harmless the Port Authority and The City of Oklahoma City for any duties, taxes, fees, charges, or penalties assessed by Customs with respect to Zone Site operations.

FTZ Operator agrees to indemnify the Port Authority, and its respective directors, officers, employees and agents, and hold them harmless from and against any and all claims, actions, damages, liabilities and expenses (including attorney's fees) occurring at the Site, or in connection with or arising out of FTZ Operator 's performance of, or failure to perform, its rights and responsibilities under this Agreement, whether or not such claims, actions, damages, liabilities or expenses are attributable to any act or omission of FTZ Operator, its employees or agents. This indemnity shall not apply to any claims, actions, damages, liabilities or expenses which are attributable to the negligence or acts or omissions of the Port Authority or any of its directors, officers, employees, and agents. In the event any claim subject to the above indemnity is assessed against the Port Authority, the Port Authority agrees to promptly notify FTZ Operator in writing of the claim and shall provide FTZ Operator an opportunity to defend against such claim. This indemnity shall continue beyond the term of this Agreement with respect to any claims, actions, damages, liabilities, or expenses arising from occurrences, acts or omissions during the term of this Agreement. This Section is solely for the benefit of the parties hereto and is not intended to create or grant any rights, contractual or otherwise, to any other party, and does not waive any governmental immunity available to the Port Authority under law.

10. OWNERSHIP

It is expressly understood and agreed by the FTZ Operator and the Port Authority that nothing in the Agreement shall be construed to grant or convey unto the Port Authority title or property rights or interest of any nature or kind in the Zone Site or any property or facility therein of the FTZ Operator, except as expressly provide herein. The FTZ Operator expressly covenants and agrees to make no claim of any nature or kind under this Agreement upon the property of The City of Oklahoma City or the Port Authority.

11. COOPERATION

The FTZ Operator shall cooperate with the Port Authority on any applicable report, request or response required by the Foreign-Trade Zones Board, Customs, or any department or agency of the United States or the State of Oklahoma regarding the Zone Site and its operations and activities.

12. ORIGINALS

This document may be executed in triplicate, each copy of which shall be deemed an original.

13. NOTICES

Notices or other communications to the Port Authority pursuant to the provisions hereof shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

The Port Authority of the Greater Oklahoma City Area
Foreign-Trade Zone Administrator
c/o The Alliance for Economic Development of Oklahoma City
105 N. Hudson, Suite 101
Oklahoma City, OK 73102

Claims, bills, statements, notices, or communications to the FTZ Operator shall be sufficient if sent by mail, postage prepaid, or if hand delivered to:

Kontoor US, LLC
Attn: Nate Kirkman
Sr. Manager, Customs & Trade - FTZ
400 N. Elm Street
Greensboro, NC 27401

or to such representative's addresses as the parties may designate in writing from time to time.

14. TERM

This Revised Agreement is the extension of the March 1, 2013 Usage Driven Site Agreement and the April 21, 2021 FTZ Grantee Operator Zone Site Agreement and as such supersedes and replaces such previous agreements. The effective date of the Revised Agreement is April 22, 2024, and shall terminate at 12:01 am on December 31, 2030, unless terminated prior to said time according to Paragraph 16. Upon mutual written agreement of both parties hereto, this Revised Agreement can be extended for an additional eight (8) year term.

15. BREACH

Breach of any provision of this Agreement shall be deemed a breach of the entire Agreement, unless waived approved for herein.

16. TERMINATION

A. **Termination by FTZ Operator** -- FTZ Operator shall have the right, at any time, to voluntarily terminate this Agreement and all rights and obligations hereunder upon thirty (30) days prior written notice. The FTZ Operator shall not be entitled to any refund of prepaid fees or expenses upon voluntary termination of this Agreement for the period prior to the termination.

This Agreement may also be terminated for cause, for which FTZ Operator must provide Port Authority written notice of the alleged material breach. Within fifteen (15) days of the receipt of the notice, Port Authority may present a written plan to cure the alleged breach within ninety (90). If no plan is presented, then termination shall occur ninety (90) days after written notice from FTZ Operator to the Port Authority. If Port Authority does not cure the breach within the timeline provided in the written plan than the Agreement shall be considered terminated unless an extension is agreed to by the parties in writing.

B. **Termination by Port Authority** -- In the event Port Authority, for any reason, with or without cause, wishes to terminate or suspend its participation in Foreign-Trade Zone activities hereunder, at least one hundred eighty (180) days prior written notice must be delivered to FTZ Operator , and FTZ Operator shall have the right, directly or through another entity, to assume the rights and obligations of Port Authority subject to the approval of the Board, Customs, and the Foreign Trade Zone Board.

In the event of FTZ Operator 's breach of any of the provisions of this Agreement, Port Authority shall give to the FTZ Operator written notice of the alleged material breach. In the event said default is not remedied within forty-five (45) days from the date of notice of default, this Agreement shall be considered terminated unless an extension is agreed to by the parties in writing. Port Authority reserves the right to assert whatever remedies are available, in equity or at law, to collect any sums due hereunder, to enforce any provisions of this Agreement, to collect damages for breach of contract, or to effect or obtain any other available remedy including Deactivation of the site under 19 CFR §146.1(b).

17. WHOLE AGREEMENT

It is understood and agreed by the parties hereto that this Agreement contains all the covenants, stipulations, and provisions agreed upon by these parties and party to this Agreement has authority to alter or change the terms hereof, except as provided herein and no party is or shall be bound by any statement or representation not in conformity herewith.

18. ASSIGNMENT

Both parties agree not to assign this Agreement or any portion hereof without written permission of the other party hereto, except an assignment to a subsidiary, affiliate, or parent of FTZ Operator, provided no such assignment shall be permitted effective until notice and approval by the Port Authority and approval of Customs and the Foreign-Trade Zone Board. The FTZ Operator shall be and remain responsible for preparation of any required documents and payment of any applicable fees or charges adopted by the Port Authority, Customs, or the Foreign-Trade Zone Board.

19. AGREEMENT CONSTRUED

The language in each part of this Agreement and all of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against any party here to.

20. LOSS OF DESIGNATION

This Agreement shall terminate immediately upon notification of the loss of Foreign-Trade Zone designation for whatever reason; provided, however, the Port Authority must make every effort to maintain its grant with the U.S. Department of Commerce and shall, at all times during the term of this Agreement, provide the FTZ Operator reasonable notice and an opportunity to defend against any pending termination of the Port Authority grant to operate and maintain a Foreign-Trade Zone and this Zone Site. In the event of the loss of the Foreign-Trade Zone designation, the Port Authority will assist the FTZ Operator in transferring the Zone Site to the auspices of another Foreign Trade Zone Grantee.

21. AMENDMENT

This Agreement may be amended by mutual agreement of the parties. All amendments shall be in writing and be executed by all parties hereto.

22. NO CLAIM

The FTZ Operator agrees not to take action against the Port Authority, or The City of Oklahoma City, its officers, agents, or employees for loss of the Foreign-Trade Zone designation.

23. APPLICABLE LAWS

The parties hereto agree to abide by the laws of the State of Oklahoma and the United States of America. The parties further agree that any action to enforce the provisions of this Agreement or any dispute over the interpretation of this Agreement shall be resolved pursuant to the laws of the State of Oklahoma and in a court of competent jurisdiction in Oklahoma County, Oklahoma.

24. INDEPENDENT CONTRACTOR STATUS

Port Authority and FTZ Operator are not and shall not be considered as joint ventures, partners, or agents of each other, and neither shall have the power to bind or obligate the other except as set forth in this Agreement. Port Authority and FTZ Operator agree not to represent to anyone that they are joint venturers, partners, or agents of one another or have any authority to act on behalf of one another.

25. ZONE SITE ACTIVATION/DEACTIVATION/REACTIVATION

Zone Site – Non Activation -- In the event that FTZ Operator chooses not to activate the Zone Site, this Agreement shall remain in effect. The FTZ Operator shall pay the deactivation fee but no additional annual fee shall be due to the Port Authority from the FTZ Operator during the period the Zone Site is not activated.

Deactivation -- In the event FTZ Operator chooses to deactivate the Zone Site, FTZ Operator shall provide sixty (60) days prior written notice to Port Authority. For purposes of this Agreement, deactivation will occur on the effective date so fixed by Customs. No rebate or refund shall be due

the FTZ Operator for any portion of the annual fee or for any period for which an annual fee has been paid and the Zone Site Operations have been deactivated.

Reactivation -- If the FTZ Operator wishes to reactivate the site, the FTZ Operator shall pay the current reactivation fee plus the then current unpaid annual fee for the pro rata share of the year remaining until the anniversary date of the initial activation. The amount of the previously paid annual fee shall be credited without interest upon reactivation, if any. The reactivation date shall be determined based upon the date fixed by Customs. Subsequent annual payments shall be payable in full at the then current rate on or before the anniversary of the original first date of activation of the Zone Site and continue until any future deactivation of the Zone Site. FTZ Operator shall furnish the Port Authority with a copy of any deactivation and reactivation letters provided to Customs.

26. ZONE SITE SUSPENSION/ RECOMMENCEMENT

Zone Site Voluntary Suspension -- In the event the FTZ Operator chooses to voluntarily suspend activity within the Zone site when no foreign non-duty paid merchandise passes through the facility, the FTZ Operator shall notify the Port Authority. During a period of voluntary suspension, the zone site shall remain activated, this Agreement and the annual fees shall remain in effect.

Zone Site Termination of Voluntary Suspension – FTZ Operator may choose to discontinue the voluntary suspension at its own discretion by providing prior written notification to the Port Authority.

Subzone Site Involuntary Suspension -- In the event that Customs suspends Subzone site activity for cause, this Agreement and any annual fees shall remain in effect. During a period of involuntary suspension, the Subzone site shall remain activated.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

APPROVED by the Port Authority of the Greater Oklahoma City Area and signed by the

CHAIRPERSON and Secretary this _____ day of _____ 2024.

ATTEST:

Secretary

CHAIRPERSON

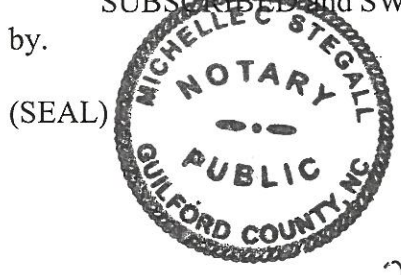
APPROVED by Kontoor US, LLC, the FTZ Operator, this 17th day of JUNE, 2024.



Print Name: Davis Kovach
Print Position: Vice President

ACKNOWLEDGMENT

STATE OF ~~OKLAHOMA~~ North Carolina)
COUNTY OF ~~OKLAHOMA~~ Guilford)
SS.

SUBSCRIBED and SWORN to before me this 17th day of June, 2024
by.




Notary Public

My commission expires: 2-23-2025
My commission number: 200507300187

Exhibit A



FTZ "Redline" Bonded Area

Kontoor US, LLC
1400 W Wrangler Blvd
Seminole, OK 74868

FTZ No. 106, Site No. 17



IMPORTANT INFORMATION ABOUT ZONE SCHEDULES

This zone schedule is being made available pursuant to 15 CFR 400.44(e), which states: "The Board shall make copies of zone schedules available on its Web site."

Availability of this zone schedule on the FTZ Board's website does not imply that the FTZ Board has approved any rate/charge, policy or other content of this zone schedule. In particular, while the FTZ Board staff intends to conduct spot checks over time, zone schedules are not reviewed for compliance with the public utility requirement (19 U.S.C. 81n, 15 CFR 400.42) prior to making the zone schedules available via the Board's website.

Pursuant to 15 CFR 400.44(b)(4), a grantee may not assess any specific rate or charge for which the amount – or formula for calculating the amount – does not appear in the zone schedule that the grantee has submitted to the FTZ Board.

Complaints about a grantee's compliance with statutory and regulatory requirements related to public utility and uniform treatment – including rate or charge amounts/formulas, a grantee assessing a rate or charge amount/formula that does not appear in its zone schedule, and a grantee not affording uniform treatment under like conditions – may be presented to the FTZ Board under 15 CFR 400.45 (which also allows for complaints to be made on a confidential basis, if necessary).

Questions or concerns may be addressed to the FTZ Board staff at (202) 482-2862 or ftz@trade.gov.

FOREIGN-TRADE ZONE #106

ZONE SCHEDULE



CHARGES, RATES, RULES, AND REGULATIONS APPLICABLE AT FOREIGN-TRADE ZONE # 106

**Operating Under Grant of Authority
from the
United States Foreign-Trade Zones Board
to the
Port Authority of the Greater Oklahoma City Area**

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FOREIGN TRADE ZONE NO.106

Operating under the authority granted by the Foreign-Trade Zones Board
United States Department of Commerce
Board Order No. 271 (Docket No.33-83)

GENERAL OFFICE:

Alliance for Economic Development of Oklahoma City, Inc.
105 N. Hudson, Suite 101
Oklahoma City, OK 73102

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SECTION I - AUTHORITY

Grantee Authority: On September 14, 1984 Foreign-Trade Zone No. 106 was granted authority by the Foreign-Trade Zones Board (Order No. 271) to the Port Authority of the Greater Oklahoma City Area (Zone Grantee) which was established by Oklahoma City ordinance #9960 enacted by Oklahoma City pursuant to 82 Oklahoma Statutes section 1101 et. seq. This Zone Schedule sets forth the operational structure of Foreign-Trade Zone No. 106 and the regulations and charges associated with active Zone operations.

On March 15, 2012 the Foreign Trade Zone approved the reorganization of FTZ No. 106 under the Alternative Site Framework (ASF) program. The ASF program allows a grantee to designate a Service Area (for example a Service Area could encompass several counties), which allows for expedited approval of Foreign Trade Zone designation anywhere in the Service Area. The Zone Grantee submitted an ASF application to the Foreign Trade Zones Board in 2011 and was approved in 2012. The service area for FTZ 106 covers Blaine, Caddo, Canadian, Cleveland, Comanche, Custer, Garfield, Garvin, Grady, Kay, Kingfisher, Lincoln, Logan, McClain, Noble, Oklahoma, Payne, Pontotoc, Pottawatomie, Seminole and Stephens Counties.

The goal of the Zone Grantee is to promote economic development throughout the Greater Oklahoma City Area through the promotion and utilization of Foreign-Trade Zone No. 106. Foreign-Trade Zone No. 106 assists in the economic development of the region by providing a Customs duty management tool to importers and exporters.

This Zone Schedule may be modified, amended or replaced by the Port Authority at any time if it is determined to be necessary or appropriate to do so. The Port Authority shall, in its sole discretion, interpret the provisions of this Zone Schedule and determine the applicability of any of its provisions.

U.S. Customs & Border Protection Authority: The rates, rules and regulations provided in this Zone Schedule do not supersede Customs Statutes, Regulations and Rules. Any new measures, rulings, or determinations made by Customs will apply.

Statutory and Regulatory Authority:

Foreign-Trade Zones Act: 19 U.S.C. 81
Foreign-Trade Zones Board Regulations: 15 CFR 400
Customs & Border Protection Regulations: 19 CFR 146

Authority Granted: The Grantee grants the FTZ Operator the authority to utilize the Zone Site as a FTZ subject to the terms and conditions set forth within the Operating Agreement executed between the Grantee and the FTZ Operator.

Authority Accepted: The FTZ Operator assumes responsibility for the operation and management of the Zone Site in accordance with the terms and conditions of the Operating Agreement during the term set within the Agreement and any extensions thereof.

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SECTION II - GENERAL RULES & REGULATIONS

Schedule of Rules, Regulations, Rates and Charges: This schedule is published pursuant to a [grant issued](#) by the Foreign-Trade Zones Board, U.S. Department of Commerce, Washington, D.C., on September 14, 1984, to The Port Authority of the Greater Oklahoma City Area. The rules, regulations, rates and charges of this Schedule shall apply at Foreign-Trade Zone No. 106. The Grantee is authorized to compile, publish, post and file revisions and amendments to this Schedule. Copies of this Schedule are on file with the Foreign-Trade Zones Board, Washington, D.C., and are available at the Grantee's office located at 105 N. Hudson Avenue, Suite 101, Oklahoma City, OK 73102

Application and Interpretation of Schedule: The Grantee shall interpret and determine the applicability of this Schedule. However, any matter involving interpretation or action by U.S. Customs & Border Protection or another agency of the U.S. Government will be determined by the Director of Customs or duly appointed representative.

Zone Operated as a Public Utility: All rates and charges for services or privileges within the Zone shall be fair and reasonable, and the Grantee shall afford to all who may apply for the use of the Zone uniform treatment under like conditions.

Board Regulations: Foreign-Trade Zone No. 106 is regulated by the Foreign-Trade Zones Board, Washington, D.C. under U.S. Code of Federal Regulations, Title 15, Chapter IV, Part 400.

U.S. Customs Regulations: Foreign-Trade Zone No. 106 is subject to special Customs regulations as defined in U.S. Code of Federal Regulations, Title 19, Chapter I, U.S. Customs, Part 146 Foreign-Trade Zones.

Reports to Governmental Agencies: The Grantee is required to submit periodic reports to the Foreign-Trade Zones Board and to U.S. Customs & Border Protection and may be required to perform other acts as the sponsor of the Zone in compliance with governmental regulations. Operators and Users are required to and shall cooperate with the Grantee in the creation and maintenance of procedures, systems, regulations or programs, and provide information and statistics, which the Grantee considers necessary to ensure compliance with governmental requirements. Without limiting the generality of the foregoing, the Operator shall provide such information as may be required by the Grantee for inclusion in its Annual Report to the Board. Such information shall be furnished on or before February 1 of each calendar year by all zone operators (including Usage-Driven and Magnet site, and Subzone operators), except as may be authorized in writing by the Grantee.

Governmental Agencies: All lawful regulations regarding government agencies in or about ports of entry must be complied insofar as they are not in conflict with Foreign-Trade Zones Act of June 18, 1934, (48 Stat. 998-1003; 19 U.S.C. 81a-81u) as amended.

Public Interest, Health and Safety: No Operation or process of treatment will be permitted in the Zone that is detrimental to the public interest, health and safety.

Non-Liability: The Grantee is not liable and cannot assume any responsibility for any loss or damage to freight, cargo or merchandise or other property in the Zone, or for any loss or damage arising from acts of commission or omission of other occupants, or users of adjacent or contiguous compartments or for other

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portions in or about the Zone.

All liabilities for duties, taxes or penalties due any agency of the United States Government and arising from the utilization of Zone premises shall be borne by the Zone user, including any duty, taxes or penalties on merchandise which is pilfered, lost, damaged, or otherwise not accounted for to the satisfaction of Customs.

Insurance: Insurance is carried by the Grantee on its own property only and does not include insurance on the contents stored therein. Users shall not place or cause to be placed in the zone any merchandise which will cause the cancellation or forfeiture of the insurance or affect the premium rate thereof on the building or buildings in the Zone; and in the event of any merchandise placement, the user shall, subject to all proper procedures, remove such offending merchandise from the Zone.

Compensation Insurance: Every person employed by contractors or customers in the Zone shall be properly covered by Workmen's Compensation Insurance as may be legally required.

Security and Safety Requirements in the Zone: All Foreign-Trade Zone Sites, in order to be approved for their initial activation by Customs, must meet certain security and safety requirements. After a Zone Site has been activated, all security and safety measures required to achieve the initial activation must be maintained. Spot checks may be conducted by Customs and the Grantee, and liquidated damages or notices may be assessed if these requirements are found to be insufficiently met in any way.

Inventory Control and Recordkeeping Systems: All inventory control and recordkeeping systems employed by Operators within the Zone must meet the requirements of Customs Regulations.

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SECTION III – RATES, CHARGES AND FEES

GRANTEE FEES

Fees	Description of Fees	
A.) Application Fees		
1.) ASF Usage Driven Site/Subzone <i>Includes Traditional Subzone</i>	One-Time/Non-Refundable	\$6,000
2.) ASF Magnet Site	One-Time/Non-Refundable	\$6,000
3.) Boundary Modification	One-Time/Non-Refundable	\$3,000
B.) Annual Operating Fee		
1.) ASF Usage Driven Site/Subzone <i>Includes Traditional Subzone</i>	Paid annually/Non-Refundable <i>*A company with multiple sites will be charged one annual operating fee.</i>	\$12,000
2.) ASF Magnet Site	Paid annually/Non-Refundable <i>*A magnet site operator with multiple users will be charged one annual operating fee.</i>	\$4,000
C.) Deactivation Fee	One-Time/Non-Refundable	\$1,500
D.) Reactivation Fee	One-Time/Non-Refundable	\$1,500

The application fee is due before the Grantee will provide its written concurrence for the submission of the Application to the Foreign Trade Zones Board. The Grantee will forward an invoice to the operator/user for payment of the application fee. In addition to the Grantee fee, all application costs will accrue to the party requesting FTZ designation.

The annual fee for ASF Usage Driven/Subzone site, Magnet site or a Traditional Subzone site is due as stated in the executed Grantee /Operating Agreement with the Grantee. Unless otherwise stated in the agreement, the annual fee for each fiscal year is due on January 15th of that fiscal year or within 40 days of activation (the annual fee shall be prorated according to the number of months in that calendar year during which the agreement is in effect). The Grantee will forward the Operator an invoice one month before the annual fee is due.

The Port Authority of Greater Oklahoma City charges no operational fee to users. If a zone user elects to utilize the services of a third-party operating company, the operator rates and charges should be independently negotiated between the user and third-party operating company.

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Explanation of Grantee Fees

Application Fee:

The Application Processing Fee covers the Grantee's expenses for assistance in preparing and reviewing the application for the submission of an Application to the Foreign-Trade Zones Board and any necessary support required in the Application process. The applicant is responsible to obtain any applicable taxing district support letters. The application fee will be a non-refundable one-time charge and is required to be paid prior to the Grantee's submission of the Application.

Annual Operating Fee:

The annual fee shall include the administration of the Zone by the Grantee, preparation of the Annual Report to the Foreign-Trade Zones Board, and support services from the Grantee staff. Upon activation, a Zone Operator shall be charged an annual fee, payable to the Grantee. It is required that the operator notifies the Grantee at the time of activation and provide a copy of the activation approval letter from Customs. The annual operating fee will be pro-rated in the first year based upon the date of activation. After which, the fee will be collected for the calendar year.

Deactivation Fee:

A deactivation fee of \$1,500, payable to the Grantee, will be charged to a Zone Operator seeking to deactivate a Zone Site. The fee is due prior to the Grantee providing its concurrence letter for deactivation.

Reactivation Fee:

A reactivation fee of \$1,500, payable to the Grantee, will be charged to a Zone Operator seeking to reactivate a Zone Site. The fee is due prior to the Grantee providing its concurrence letter for reactivation.

FEDERAL CHARGES (FOREIGN TRADE ZONES BOARD)

The Foreign Trade Zones Board charges a fee for certain applications.

1. Traditional Subzones:
 - a. Non-manufacturing/processing or less than 3 products: \$4,000
 - b. Manufacturing/processing 3 or more products: \$6,500
2. Expansions: \$1,600

CBP currently does not charge any fees to obtain FTZ designation.

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APPENDIX A: DEFINITION OF FOREIGN-TRADE ZONE TERMS AND U.S. CUSTOMS FORMS

Act: The Foreign-Trade Zones Act of June 18, 1934 as amended (Title 19 U.S.C. 81a-81u).

Activation: Filing of an application with Customs and Border Protection by the FTZ Operator, with Grantee's concurrence, results in the actual utilization of an FTZ eligible site as an FTZ.

Alteration/Modification: A change in the boundaries of an activated Zone or Subzone; activation of a separate Site of an already activated Zone or Subzone with the same Operator at the same port; or the relocation of an already-activated Site with the same Operator.

Board: The Foreign-Trade Zones Board, which consists of the Secretary of the Department of Commerce (Chairman), the Secretary of the Treasury, and the Secretary of the Army or their designated alternatives.

Customs Form 214: Application and permit to admit merchandise into a Foreign-Trade Zone, permit to transfer merchandise through Customs territory to Zone and Customs return thereon, and Customs or operator's report of merchandise received at the Zone. Application and permit for Foreign-Trade Zone status designation.

Customs Form 216: Application and permit for the manipulation, manufacture, exhibition or destruction of merchandise within a Foreign-Trade Zone.

Customs Form 3461: Document prepared by the User, which must be approved by Customs & Border Protection (CBP) and furnished to the FTZ Operator prior to the physical removal of any merchandise from the FTZ into the customs territory of the United States.

Customs Form 7512: Document prepared by the User, which must be approved by Customs & Border Protection (CBP) and furnished to the FTZ Operator prior to the physical removal of any merchandise from the FTZ for exportation of merchandise from the United States.

Customs: United States Customs & Border Protection, U.S. Department of Homeland Security.

Customs Territory: The territory of the United States in which the general tariff laws of the United States apply, but which is not included in any Foreign-Trade Zone. Customs territory of the United States includes only the States, the District of Columbia, and Puerto Rico.

Deactivation: Voluntary discontinuation of the activation of an entire Zone or Subzone by the Grantee or Operator. Discontinuance of the activated status of only part of a Zone is an alteration/modification.

Domestic Merchandise: Merchandise which has been: (1) produced in the United States and not exported there from; or (2) previously imported into Customs territory and properly released from Customs custody.

Entry: To bring merchandise into U.S. Customs territory.

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Foreign Merchandise: Imported merchandise which has not been properly released from Customs custody into Customs territory.

Grantee: The Port Authority of the Greater Oklahoma City Area to which the privilege of establishing, operating, and maintaining Foreign-Trade Zone No. 106 has been granted by the Foreign-Trade Zones Board.

Imports: Foreign merchandise of every description (export articles specifically and absolutely prohibited by statute) entered into Customs territory to become a part of the domestic supply for the purpose of domestic commerce or consumption, and particularly that which is entered into Customs territory through the Zone and foreign merchandise which, under the laws and regulations of various other Federal agencies having jurisdiction within the Zones, is said to be “imported” into Foreign-Trade Zones, Customs bonded warehouses, or Customs custody. This latter merchandise, in relation to the operations of the Zones, is considered to be Foreign Merchandise until its entry into the commerce of the United States.

In-Transit Merchandise: Includes all foreign merchandise transported into and out of the United States, whether in and out of the same port or across the country to another port, with or without transshipment, warehousing, breaking bulk, or change in mode of transportation, which originated in one foreign country and is destined at the time of the original shipment to another foreign country. Its distinctive feature is that it is being transported, from one foreign country through the United States to another foreign country, under a through bill of lading or other documentation for a completed journey. The term is particularly applied to foreign merchandise shipped in-transit through a Foreign-Trade Zone.

Magnet Site: A site intended to serve or attract multiple operators or users.

Manipulation: The breaking up, repacking, assembling, distributing, sorting, grading, cleaning, mixing with foreign or domestic merchandise, or other processing which does not constitute a manufacture.

Manufacturing: Activity involving the substantial transformation of a foreign article resulting in a new and different article having a different name, character, and use.

Merchandise: Includes goods, wares and chattels of every description, except prohibited merchandise. Building materials, production equipment, and supplies for use in operation of a zone are not “merchandise” for the purpose of this part.

Non-Privileged Foreign Merchandise: Foreign merchandise which has the duty and applicable taxes determined at the time the merchandise enters U.S. Customs territory for consumption purposes. Non-Privileged Foreign status is also given to: (1) waste recovered from any manipulation or manufacture of privileged foreign merchandise; (2) Domestic Merchandise taken into a Zone whose identity has been lost; and (3) Foreign Merchandise in the Zone which does not have the status of (a) Privileged Foreign Merchandise, or (b) Zone Restricted Merchandise.

Operator: The firm or firms designated by the Grantee to operate and administer the Zone or a portion thereof.

Operator Agreement: Prior to activation of the Site, an agreement between the Operator of the Zone Site

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and the Grantee will be executed. Activation cannot occur without an executed Operator Agreement.

Operator's Bond: All Zone Operators must submit to Customs a bond to assure compliance with Customs regulations. The bond is submitted on Customs Form (CF) 302. The bond provisions are set forth at 19 C.F.R. 113.73, Customs Regulations. A failure to comply with the regulations may be deemed a "default" by Customs and result in the assessment of liquidated damages under the bond.

Port Director: Customs official with responsibility for overseeing the activation and operations of zone projects within his or her Customs Port of Entry.

Port of Entry: A place designated by the United States Government at which a Customs Officer is assigned with the authority to accept entries of merchandise, collect duties, and enforce the various provisions of the Customs laws.

Privileged Domestic Merchandise: Merchandise which includes: (1) U.S. products on which all internal revenue taxes, if applicable, have been paid; (2) previously imported merchandise on which duty and/or taxes have been paid; and (3) previously admitted merchandise which is free of duty and tax.

Privileged Foreign Merchandise: Foreign merchandise which has the duty and applicable taxes determined at the time the status is approved. The determined duty rate and taxes are not subject to future fluctuation. Once established, Privileged Foreign status cannot be changed. If merchandise has already been admitted into the Zone with a Non-Privileged Foreign status, Privileged Foreign status may be obtained by filing CF214 and related entry documents. However, application for this status must be filed prior to manipulation or manufacture.

Prohibited Merchandise: Merchandise the importation of which is prohibited by law on grounds of public policy or morals, or any merchandise which is excluded from a zone by order of the Board.

Re-Exports or Reshipments: Merchandise from one foreign country initially destined to the United States which, after being unladed, stored, and/or manipulated or manufactured in the country, is transported under a new bill of lading or other new documentation to another foreign country. The term is particularly applied to re-exports or reshipments through a Foreign-Trade Zone.

It includes Privileged, Non-Privileged or Zone-Restricted Foreign Merchandise which: (1) is in the same condition as when transported into the United States; or (2) has been manipulated without any change in its form or nature; or (3) has been manipulated or processed in such manner as to change its form, whether or not mixed with Domestic Merchandise, provided the Domestic Merchandise is not a component part or substantial ingredient thereof.

Subzone: A specialized purpose zone established as part of a zone project for a limited purpose that cannot be accommodated within an existing zone. A subzone can be established under the Alternative Site Framework or under the Traditional Site Framework.

Transfer: To take merchandise with zone status from a zone for consumption, transportation, exportation, warehousing, cartage or lighterage, vessel supplies and equipment, admission to another zone, and like purposes.

Transshipment Merchandise: Foreign merchandise which enters and leaves the United States through the same port, being transferred from one vessel to another directly or by way of a Foreign-Trade Zone or

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Customs bonded warehouse. The term is particularly applied to such merchandise transferred through a Foreign-Trade Zone.

United States: The several States, the District of Columbia, and Puerto Rico. The term “United States” includes all the territories and possessions of the United States, except the Virgin Islands, American Samoa, Wake Island, Midway Islands, Kingman Reef, and the Island of Guam.

Usage-Drive Site: A site tied to a single operator or user.

User: A person or firm using a zone or subzone for storage, handling, or processing of merchandise.

Zone: A Foreign-Trade Zone and/or Foreign Trade Zone No. 106. A Foreign-Trade Zone is an isolated, enclosed and policed area, operated as a public utility, in or adjacent to a port of entry, furnished with facilities for lading, unloading, handling, storing, manipulating, manufacturing, and exhibiting goods, and for reshipping them by land, water or air.

Any foreign and domestic merchandise, except such as is prohibited by law or such as the Board may order to be excluded as detrimental to the public interest, health or safety, may be brought into a Zone without being subject to the Customs laws of the United States governing the entry of goods or the payment of duty thereon; and such merchandise permitted in a Zone may be stored, exhibited, manufactured, mixed or manipulated in any manner, except as provided in the Foreign-Trade Zones Act and other applicable laws or regulations. The merchandise may be exported, destroyed, or sent into Customs territory from the Zone, in the original package or otherwise. It is subject to Customs duties if sent into Customs territory, but not if reshipped to foreign points.

Zone-Restricted Merchandise: Merchandise admitted into a Zone site for the purpose of exportation, destruction (except destruction of distilled spirits, wines and fermented malt liquors), or storage pending exportation or destruction. Merchandise with zone-restricted status may not be returned to U.S. Customs territory for domestic consumption, except as approved by the Foreign-Trade Zones Board.

Zone Schedule: This document constitutes the FTZ No. 106 Zone Schedule as required by 15 C.F.R. 400.42.

AMENDED AND RESTATED AGREEMENT BETWEEN THE PORT AUTHORITY OF THE GREATER OKLAHOMA CITY AREA AND THE ALLIANCE FOR ECONOMIC DEVELOPMENT OF OKLAHOMA CITY FOR ADMINISTRATIVE, MANAGEMENT, AND OTHER NECESSARY SERVICES.

THIS AMENDED AND RESTATED AGREEMENT (“Amended Agreement”) is made and entered into by and between the Alliance for Economic Development of Oklahoma City (the “Alliance”) and the Port Authority of the Greater Oklahoma City Area (the “Authority”) for professional services.

WITNESSTH:

WHEREAS, the Alliance is an Oklahoma not-for-profit corporation created to foster economic development through public and private collaboration to create new job opportunities and bring about urban redevelopment by means of consolidated public agency economic development functions; and

WHEREAS, the Authority operates Foreign-Trade Zone #106 under grant of authority from the United States Foreign-Trade Zone Board to promote economic development throughout the Greater Oklahoma City area; and

WHEREAS, the Alliance and Authority entered into a professional services Agreement on September 18, 2019, (“the Agreement”) for the Alliance to provide administrative, management, and other necessary services to the Authority in exchange for an Annual Service Fee; and

WHEREAS, the Agreement contained a term of five years with the ability to renew the Agreement for additional five year terms upon terms mutually agreeable between the parties; and

WHEREAS, in April 2024, the Alliance provided notice of its intent to renew the Agreement for an additional five-year term and the parties negotiated this Amended and Restated Agreement as mutually agreed upon terms for that renewal.

NOW THEREFORE, incorporating the provisions provided above, it is agreed by and between the parties hereto as follows:

SECTION 1. DEFINITIONS

The following words and phrases, when used herein, shall have the meanings indicated:

1. “Chair” shall mean the Chairperson of the Port Authority of Greater Oklahoma City Area, or Vice Chair in absence of the Chair, who shall coordinate the administration of this Amended Agreement, and who shall have the power and authority to take action, make decisions, and receive all reports necessary and desirable, all for and on behalf of the Authority.

2. "Parties" shall mean the Alliance and the Authority collectively.
3. "Services" shall mean the scope of services to be provided by the Alliance under this Amended Agreement, specifically detailed in Section 3.
4. "Service Fee" shall mean the compensation provided by the Authority to the Alliance for the Services.

SECTION 2. PURPOSE

The purpose of this Amended Agreement is to contract for managerial services, administrative services, and other contract services and resources to carry out the economic development programs undertaken or supported by the Authority in furtherance its statutory purpose. It is agreed that the Board of Directors of the Alliance will not and shall not make public policy decisions regarding economic development, which shall remain with and be made by the Authority, or other appropriate public bodies.

It is expected that the Alliance will perform or provide all administrative, management and services, resources and/or contract services in accordance with the terms of this Amended Agreement and in a manner consistent with that level of care and skill ordinarily exercised by similar entities providing such services in its industry. The Alliance and its President/CEO agree to comply with all laws applicable to any aspect of the services provided. The Alliance shall remedy any defect in the requested services promptly upon discovery or receipt of notice, which shall be in writing to the President/CEO of the Alliance or his/her designee. The execution of this Amended Agreement shall be considered as a representation that the Alliance, its management employees, and any administrative or other personnel hired pursuant to this Amended Agreement are familiar with Federal, State, and local laws, ordinances or regulations applicable to the services to be provided and which affect those engaged or employed in the carrying out the kinds of services to be provided under this Amended Agreement.

SECTION 3. SCOPE OF SERVICES AND RESPONSIBILITIES OF THE ALLIANCE

The administrative, management, and other services, resources and responsibilities under this Amended Agreement (collectively the "Scope of Services") to be provided and performed by the Alliance to and for the Authority shall include providing the services of a Part-Time Marketing Specialist, who shall be responsible for creating and implementing various marketing strategies to increase the understanding of the benefits of the Foreign Trade Zone program among key stakeholders and prospective users as described in the Position Description attached hereto as Attachment A, and such other administrative, management, and professional staff necessary for accomplishment of the successful economic development and other operations of the Authority, to include the advancement of public/private partnerships for ongoing economic development. The Alliance shall be responsible to the Chair for day-to-day operation of the Authority's Marketing Program and shall assure a compensation package to all employees hired pursuant to this Section 3 which includes salary and benefits as approved by the Authority.

SECTION 4. COMPENSATION AND PAYMENT

As more specifically set forth below, the Authority shall periodically pay to the Alliance a Service Fee to be paid over the fiscal year, upon the submission of an appropriate invoice from the Alliance. For purposes of this Amended Agreement, the fiscal year shall be the period starting on July 1 and ending on June 30 of the subsequent calendar year. The Parties hereto agree payment for services provided shall be made within 30 days of billing by the Alliance.

The Service Fee paid to the Alliance as compensation for the services rendered under the terms of this Amended Agreement shall be **\$25,000.00**, to be paid in monthly payments after submission of an invoice from the Alliance. Compensation in future fiscal years may be adjusted by agreement of the Authority and the Alliance.

SECTION 5. PERIODIC PERFORMANCE AND COMPENSATION REVIEW

In addition to other obligations contained in this Amended Agreement, the Alliance shall periodically review the progress and performance of the administrative, management and other services staff being provided to aid in accomplishing the objectives set forth in the Scope of Services, and by and through its President/CEO, shall meet with Chair to discuss progress and revisions to the Scope of Services. The Authority shall receive and review reports and any other issues or topics relevant to the accomplishment of the objectives set forth in this Amended Agreement or any amendment thereto. The Authority, by and through its Chair, shall meet with the Alliance President/CEO to establish the Service Fee for the next fiscal year period. These meetings shall take place in a timely manner to allow the recommended funding levels to be included in the Authority's annual fiscal year budgets.

SECTION 6. RESOURCES PROVIDED BY THE AUTHORITY

Prior to the commencement of the term of this Amended Agreement, the Authority provided and paid for certain personnel and other costs of its operations. The Authority shall continue to provide such resources and other resources as determined by the Chair, which the Chair may from time to time alter and adjust and shall directly provide these resources through the Alliance for those services as set forth in Section 3 of this Agreement.

SECTION 7. RECORDS AND AUDIT

- A. The Alliance, at its expense, agrees to cause its financial statements to be audited on an annual basis by an auditing firm selected by the Alliance, subject to approval by the Chair, which approval shall not be unreasonably withheld, and agrees to provide copies of the audited financial statements to the Authority. The audit report shall contain an opinion expressed by the auditor concerning the fair representation, in all material respects, of the financial position of the Alliance and the accuracy of the financial records maintained by the Alliance. The audit shall include a statement prepared in accordance with generally accepted accounting principles by a certified public accountant reporting whether any payments made

by the Alliance on behalf of the Authority during the audit period were made in compliance with the Amended Agreement.

- B. The Alliance shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of the Alliance's expenditures and revenues associated with any funding provided by the Authority; and the Authority shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. (*See Subsection C below*). The records to be thus maintained and retained by the Alliance shall include (without limitation): (a) payroll records; (b) invoices for purchases, receiving and issuing documents, and other unit inventory records for the Alliance's supplies, equipment, stocks or capital item related to this Agreement; and (c) paid invoices and cancelled checks for materials and other services purchased and for subcontractors' and any other third parties' charges as peltains to this Agreement.
- C. The Authority's authorized representatives, including any independent auditor selected by the Authority, shall have the right to interview any current or former employee of the Alliance who in any manner had duties and responsibilities related to this Amended Agreement, and shall have unrestricted access to inspect The Alliance's books and records and any and all information, materials and data of any kind and character that may in the judgment of the Authority's authorized representative reasonably relate to, any matters, rights, duties or obligations under this Amended Agreement, during reasonable business hours to the extent necessary to adequately permit evaluation and verification of the Alliance's compliance with the terms of the Amended Agreement. Any such inspection and other actions shall be conducted in a manner and time and place to not unreasonably interfere with the Alliance's business and activities. All proprietary, non-public information of the Alliance will be kept confidential, and no copies of the Alliance's books, records, information, materials or data shall be made available without the Alliance's prior written consent. The Authority's authorized representative shall be provided adequate and appropriate workspace in order to conduct audits in accordance with this section. The Authority's right to such an audit of any fiscal year shall expire five (5) years after the end of the fiscal year, or longer, if required by law, but may not be conducted more often than once every fiscal year without just cause, as determined by mutual agreement of the parties hereto.

SECTION 8. DISCLOSURE OF DOCUMENTS

The parties recognize that a purpose of this Amended Agreement is to allow the Authority to participate in the most effective manner possible in the national and international competition for local economic development and job creation, with the further recognition that premature disclosure of economic development prospects may lead to the elimination of the Authority

from economic development competitions. It is further acknowledged that the Alliance will not make public policy decisions regarding economic development, or allow the administrative, management, and other service personnel it hires pursuant to the Amended Agreement to do so, understanding that the Chair of the Authority and other public bodies, where appropriate, will make such public policy decisions and that documents and records coming into the possession of these public bodies, or their employees or representatives will be subject to public inspection. It is also recognized that the citizens have a legitimate interest in having the opportunity to inspect documents associated with economic development, as appropriate.

In an effort to more fully describe the need for lawful discretion in release of records available to the public, the parties agree as follows:

- A. Certain administrative and other services to be hired by the Alliance in fulfilling the Scope of Services have previously been performed by Authority employees. All documents and records that come into the possession of Authority employees, including those assigned to assist the Alliance or those persons employed pursuant to this Amended Agreement, shall be available for public inspection to the extent required by the Oklahoma Open Records Act.
- B. All documents and records of the Alliance directly related to Scope of Services shall be available for public inspection, except as otherwise provided by this Section, and subject to applicable law.
- C. All final studies or reports procured by the Alliance by administrative, management or other service personnel being provided to enhance the capabilities of the Authority shall be subject to public inspection regardless of the funding source, as the law requires. Any preliminary or interim study or report received by the Alliance or any of its employees or agents, funded directly or indirectly with public funds received from the Authority or any public entity, shall be subject to public inspection if the study or report is abandoned or terminated for any reason, as the law requires.
- D. Neither the Alliance, nor any person hired by the Alliance, pursuant to this Amended Agreement shall be obligated to make available for public inspection the following:
 - (i) Business plans, feasibility studies, financing proposals, marketing plans, financial statements or trade secrets submitted by a person or entity seeking economic advice, business development or customized training from the Alliance. However, those documents may not be kept confidential when and to the extent the person or entity submitting the information consents to disclosure.
 - (ii) Proprietary information of the business submitted to the Alliance through those hired pursuant to this Amended Agreement for administrative, management and other services for the purpose of business development or

- customized training, and related confidentiality agreements detailing the information, or records designated as confidential.
- (iii) Except as provided in Subsection (C) above, preliminary and working drafts of documents and records.
 - (iv) Documents and records that disclose a prospective economic development prospect or location and related financial data and other information in the possession of the Alliance for the purpose of evaluating and advancing an economic development prospect. Documents and records exempt from public disclosure by this Subsection (iv) shall nonetheless be made available for public inspection one year after the work of the Alliance terminates with respect to an economic development prospect determined to be a part of the work of any administrative, management or professional employee hired pursuant to this Amended Agreement.
 - (v) Those materials that would not be subject the Oklahoma Open Records Act if the Alliance were a governmental entity subject to the Oklahoma Open Records Act.
- E. The receipt of any request by the Secretary of the Authority for public inspection of documents in the possession of the Alliance or any provider of administrative or other services pursuant to this Amended Agreement shall be promptly forwarded to the Alliance, which shall respond to such request in a timely manner.
- F. Nothing herein is intended to alter or impact otherwise legally required compliance with the Oklahoma Open Records Act by any person or entity.

SECTION 9. INDEPENDENT CONTRACTOR

The Alliance is acting as an independent contractor of the Authority and only those administrative, management, or professional employees, agents and consultants of the Alliance hired pursuant to this Amended Agreement are employees of the Authority. Specifically, those employees hired to provide administrative, management, and other services pursuant to this Amended Agreement will be considered employees of the Authority under the supervision of the Alliance. The Alliance and its employees hereby agree to waive any possible claims to any welfare or retirement benefits or deferred compensation, or any other benefits, available to qualified employees of the Authority except as may be otherwise set forth in this Amended Agreement.

SECTION 10. BEST EFFORTS

The Alliance agrees to devote its best efforts and resources to the Authority's interests and to endeavor in every way to successfully carry out the administrative, management and professional responsibilities contracted for under this Amended Agreement, including supervision of those employees providing administrative, management and other services for benefit of the Authority and to promote the economic development plans and programs of the Authority.

SECTION 11. ASSIGNMENT AND SUBCONTRACTORS

The Alliance will have the right to contract with one or more third parties for and on behalf of the Authority for the services to be provided under this Amended Agreement which are necessary or appropriate. The Alliance agrees to require all of its administrative, management and other service providers working on any aspect of this Amended Agreement to provide services at the same standard of reasonable care, skill, diligence and professional competence required of the Alliance. Upon request, the Alliance agrees to provide the Chair with the names of the Alliance's administrative, management and other service providers that the Alliance has engaged to perform any of the services related to this Amended Agreement. If such services are directly funded by the Authority under the terms of this Amended Agreement, the Authority reserves the right for the Chair to meet with the President/CEO of the Alliance to discuss the status and continued need of such administrative or other service provider.

SECTION 12. NOTICES

- A. Notices to the Authority shall be in writing personally served, faxed, or sent by certified mail to:

Chair
The Port Authority of the Greater Oklahoma City Area
105 N. Hudson, Suite 101
Oklahoma City, OK 73102

With copy to the City Clerk
200 N. Walker, 2nd Floor
Oklahoma City, OK 73102

or to such other official and/or address as the Authority may from time to time specify in writing.

- B. Notices to the Alliance shall be in writing, personally served or sent by fax or certified mail to the following addresses:

Kenton Tsoodle
President
The Alliance for Economic Development of Oklahoma
City, Inc. 105 N. Hudson, Suite 101
Oklahoma City, OK 73102

or to such other official addresses as the Alliance may from time to time specify in writing.

SECTION 13. TERMINATION/ CANCELLATION

- A. The Authority may cancel or terminate this Agreement, or any portion of this Amended Agreement, with or without cause, upon written notice to The Alliance. If termination is for cause, which shall include any impropriety,

default, or breach of contract on the part of the Alliance or its President/CEO, then the Authority shall provide thirty (30) days written notice of such termination. If the termination is without cause and is for the convenience of the Authority and not for any impropriety, default or breach of contract on the part of the Alliance or its President/CEO, then the Authority shall provide ninety (90) days written notice of cancellation. Such notice shall be deemed received by the Alliance when deposited in the United States certified mail, with proper address and sufficient postage thereon.

- B. The Alliance may cancel or terminate this Amended Agreement, with or without cause, upon written notice to the Authority. If said termination is for cause, which shall include any impropriety, default, or breach of contract on the part of the Authority, then the Alliance shall provide thirty (30) days written notice of said termination. If the termination is without cause and is for the convenience of the Alliance and not for any impropriety, default or breach of contract on the part of the Authority, then the Alliance shall provide 120 days' written notice of said cancellation. Such notice shall be deemed received by the Alliance when deposited in the United States certified mail, with proper address and sufficient postage thereon.
- C. Any pro rata amount of funds due to the Alliance shall be paid to the Alliance by the Authority within thirty (30) days of cancellation of this Amended Agreement.

SECTION 14. VENUE AND COMPLIANCE WITH ORDINANCES, REGULATIONS, AND STATE LAW

- A. The parties shall comply with all existing codes and laws of the State of Oklahoma, and the laws of the United States of America relating or pertaining in any manner to this Amended Agreement.
- B. The laws of the State of Oklahoma shall govern the validity of this Amended Agreement, its interpretation and performance, and any other claims related to it. The parties agree that any action, at law or in equity, regarding or relating to this Amended Agreement shall be in a court of appropriate jurisdiction in Oklahoma County.

SECTION 15. IMMIGRATION COMPLIANCE

If at any time during the term of this Amended Agreement, the Authority, in its sole discretion, determines that the parties to this Amended Agreement must comply with the provisions of the "Oklahoma Taxpayer and Citizen Protection Act of 2007," (Act) codified in part at 25 O.S. §§ 1312 and 1313 or any other such implemented legislation, the Alliance agrees that it will complete and submit to the Authority an Immigration Affidavit, on a form submitted by the Authority, stating that the Alliance has registered with and will participate in the Status Verification System, as defined in the Act, to verify the work eligibility status of all new employees hired on or after 7/01/2019 to perform services on this agreement within the State of Oklahoma. The

Alliance agrees that it will timely complete and tender the Immigration Affidavit to the Authority. The Alliance's failure to timely complete and tender the Immigration Affidavit will be a basis for termination of this Amended Agreement.

The Alliance's statement in any Immigration Affidavit submitted pursuant to this section will be deemed to be incorporated into this Amended Agreement and will be deemed to be material to the Amended Agreement. Any intentional or material misrepresentation by the Alliance in the Immigration Affidavit, or failure during the term of this Amended Agreement to comply with the Status Verification requirements, will be deemed to be a material breach of the Agreement for which the Authority, in its discretion, may withhold payments, and/or recover losses, expenses, and damages, and/or cancel, suspend or terminate the Amended Agreement without liability upon the Authority for any losses, expenses, or damages incurred by the Alliance, and will remain suspended, canceled or terminated until such time that said misrepresentation, or failure to comply, is corrected and compliance by the Alliance is obtained and reinstatement approved by the Authority.

SECTION 16. INDEMNITY

To the fullest extent permitted by law, the Alliance agrees to release, defend, indemnify and save harmless the Authority and its officers, agents and employees, from and against any and all loss of or damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the Alliance's negligent acts, operations, under or in connection with this Amended Agreement and the parties for whom either entity is legally responsible. The Alliance shall promptly advise the Authority in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Alliance, at its expense, shall assume the defense of the Authority with counsel satisfactory to the Authority in the event such defense is appropriate in keeping with the terms and conditions of this Agreement. This section shall survive the expiration of this Amended Agreement. Provided, however, the Alliance need not release, defend, indemnify or save harmless the Authority or its officers, agents and employees, from damages or injuries resulting from the negligence of the Authority, its officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions hereof.

SECTION 17. FORCE MAJEURE

Failure in performance by any party hereunder shall not be deemed a default or breach hereunder and the non-occurrence of any condition hereunder shall not give rise to any right otherwise provided herein when such failure or non-occurrence is due to war; insurrection; strikes; lock outs; riots; floods; earthquakes; fires; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather or any other causes beyond the control, and without the fault, of the party claiming an extension of time to perform.

SECTION 18. INSURANCE

- A. Required insurance shall be carried and maintained throughout the term of this Amended Agreement, and certificates of insurance shall contain a provision by the insurer(s) to the effect that the policy(s) may not be canceled, fail to be renewed, nor the limits decreased by endorsement without thirty (30) days prior written notice to the Authority.

During the term of this Amended Agreement, the Alliance shall provide, pay for, and maintain with companies satisfactory to the Authority the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the State of Oklahoma. The insurance coverage and limits required under this Amended Agreement must be evidenced by properly executed certificates of insurance on forms acceptable to the Authority. The certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the Authority on a timely basis if requested by the Authority. The required policies of insurance shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

No less than thirty (30) days prior written notice by registered or certified mail shall be given to the Authority of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Alliance shall immediately notify the Authority and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the Authority requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Alliance hereby agrees to promptly authorize and have delivered to the Authority such statement. The Alliance authorizes the Authority to confirm all information so furnished as to the Alliance's compliance with its insurance requirements with the Alliance's insurance agents, brokers, surety, and insurance carriers. All insurance coverage of the Alliance shall be primary to any insurance or self-insurance program carried by the Authority.

- B. No work shall commence under this Amended Agreement unless and until the required certificates of insurance are in effect.
- C. The insurance coverage and limits required of the Alliance under this Amended Agreement are designed to meet the minimum requirements of the Authority. Such coverage and limits are not designed as a recommended insurance program for the Alliance. The Alliance alone shall be responsible for the sufficiency of its own insurance program. Should the Alliance have any question concerning its exposures to loss under this Amended Agreement or the possible insurance coverage needed therefore, the Alliance should seek professional assistance.

D. The Alliance shall upon request provide to the Authority the evidence of the following insurance as required herein:

1. Worker's Compensation. The Alliance shall maintain, during the term of this Amended Agreement, worker's compensation insurance as prescribed by the laws of the State of Oklahoma.
2. Commercial general liability insurance. The Alliance shall maintain during the term of this Amended Agreement sufficient commercial general liability Insurance to protect the Alliance and any additional insured(s) from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under this Amended Agreement, whether such activities, omissions and operations be by the Alliance or by any subcontractor or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than the Authority's maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., as amended from time to time and currently are:
 - a. Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.
 - b. All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.
 - c. Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.
3. Automobile liability insurance. Automobile liability insurance shall be maintained by The Alliance as to the ownership, maintenance, and use of all owned, non- owned, leased or hired vehicles, with limits of not less than:

Bodily injury liability	\$175,000.00 Limit each person
	\$1,000,000.00 Limit each accident
Property damage liability Bodily injury and property damage liability	\$25,000.00 Limit each accident
	\$1,000,000.00 Combined single limit each accident

Any lapse of insurance coverage is declared a breach of this Amended Agreement. The Authority may, at its option, suspend this Amended Agreement until there is full compliance with this Section or terminate this Amended Agreement for nonperformance.

SECTION 19. ENTIRE AGREEMENT

The work and services to be provided by the Alliance are defined solely by this Amended Agreement, and not by any other statements, documents, representations, contracts or agreements that may be associated with this Amended Agreement or the negotiation or procurement hereof.

SECTION 20. AMENDMENT

This Amended Agreement may only be modified by written amendment executed by the Alliance and the Authority.

SECTION 21. EFFECTION DATE, TERM, AND TIME

The Agreement was entered into and effective as of July 1, 2019, and the primary term continued until June 30, 2024. The Agreement was extended pursuant to this Amended Agreement, which is effective July 1, 2024, and shall continue in force until 11:59 PM Central Standard Time on June 30, 2029. This Amended Agreement may be extended and renewed for additional five (5) terms under the same contractual terms upon execution of a renewal letter signed by the Alliance President and the Chair, or under other terms which are mutually agreeable to the Parties upon execution of an amendment according to Section 20.

SECTION 22. AUTHORITY REPRESENTATIVES NOT INDIVIDUALLY LIABLE

No member, official, or employee of the Authority shall be personally liable to the Alliance or any of its employees or agents, in the event of any default or breach by the Authority for any amount which may become due to the Alliance on any obligations under the terms of this Amended Agreement.

SECTION 23. NON-WAIVER

The failure of any party, at any time hereafter, to require strict performance by any other party of any provision of this Amended Agreement will not constitute a waiver or affect or diminish any right of any party thereafter to demand strict compliance and performance therewith. Any suspension or waiver by the party of a default of any occasion under this Amended Agreement will not suspend, constitute a waiver of affect any other default by the other party.

SECTION 24. COUNTERPARTS

This Amended Agreement may be executed in one or more counterparts, each of which shall, for all purposes of this Amended Agreement, be deemed an original, but allow which shall constitute one and the same agreement.

SECTION 25. REMEDIES

No remedy conferred under this Amended Agreement shall be exclusive of any other remedy, and each remedy shall be cumulative and shall be in addition to every other remedy provided for in this Amended Agreement or now or hereafter existing at law, in equity, by statute or otherwise. The elector of any one or more remedies by a party hereto shall not be deemed, and shall not constitute, a waiver of that party's right to pursue any other available remedy or remedies.

SECTION 26. SEVERABILITY

This Amended Agreement shall be deemed to consist of a series of separate covenants. The Authority and the Alliance each believe that the covenants in this Amended Agreement are reasonable, valid and enforceable. However, should a determination nonetheless be made by a court of competent jurisdiction at a later date that any covenant on the part of the Authority violates any law, it is the intention and agreement of the Authority and the Alliance that this Amended Agreement shall be construed by the court in such a manner as to impose only those obligations on the Authority or the Alliance which are permitted by law. If, in any judicial proceeding, a court shall refuse to enforce all of the separate covenants including herein because such covenants extend beyond that permitted by law, then those covenants which, if eliminated, would permit the remaining separate covenants to be enforced in such proceedings shall, for the purpose of such proceeding, be deemed eliminated from this Amended Agreement. If any one or more of the covenants, agreements or provisions of this Amended Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, agreements and provisions shall in no way affect the validity or effectiveness of the remainder of this Amended Agreement, and this Amended Agreement shall continue in force to the fullest extent permitted by law; *provided*, however, in such event, the Alliance shall have the option to terminate this Amended Agreement.

SECTION 27. HEADINGS

The headings provided herein above each Section, shall in no way limit, restrict, affect, or define the meaning of the Section.

IN WITNESS WHEREOF, the Alliance for Economic Development of Oklahoma City, Inc., approves this Amended Agreement as of this _____ day of _____, 2024.

Kenton Tsoodle, President

IN WITNESS WHEREOF, The Port Authority of the Greater Oklahoma City Area approves this Amended Agreement as of the _____ day of _____, 2024.

Chair