

AGENDA
PORT AUTHORITY OF THE GREATER OKLAHOMA CITY AREA
SPECIAL BOARD MEETING
FRIDAY, MARCH 31, AT 2:00 PM
ALLIANCE CONFERENCE ROOM
105 N HUDSON AVE. SUITE 101
OKLAHOMA CITY, OK

1. Call to Order
2. Election of Chair and Vice Chair
3. Approve Minutes of the May 18, 2022 Port Authority Meeting
4. Receive Financial Report for July 1, 2022 through February 28, 2023
5. Receive 2022 Annual Report submitted to the International Trade Association
6. Ratify and Approve Payment of Claims and Invoices
7. Approve credit of \$8,000 to Citizens Potawatomi Nation for years 2024-2026 for overpayment in year 2022-23
8. Approve credit of \$8,000 to Kontoor U.S. for years 2024-2026 for overpayment in year 2022-23
9. Approve Ernst & Young Contract for On-Call Tax Advisory Services not-to-exceed \$25,0000
10. Approve Ernst & Young Master Services Agreement
11. Comments from Members, Staff and Citizens
12. Adjournment

MINUTES
PORT AUTHORITY OF THE GREATER OKLAHOMA CITY AREA
BOARD MEETING
WEDNESDAY, MAY 18, 2022, AT 12:00 PM
ALLIANCE CONFERENCE ROOM
105 N HUDSON AVE. SUITE 101
OKLAHOMA CITY, OK

Board Members in Attendance: Barry Murphy, Chairman, Chuck Mills, Arturo Delgado, Richard Tanenbaum, & Jill Castilla

Board Members, Absent: None

1. Call to Order
Chairman Barry Murphy called the meeting to order
2. Approve Minutes of the November 17, 2021 Port Authority Meeting
APPROVED.
3. Accept Financial Report
ACCEPTED.
4. Ratify and Approve Payment of Claims and Invoices
RATIFIED AND APPROVED.
5. Discuss and consider approval of new Zone Administrator
APPROVED.
6. Accept Marketing Consultant Report
No report. No action taken.
7. Discuss and consider ratifying new bank signatory information
RATIFIED AND APPROVED.
8. A. Discuss and consider ratifying updated concurrence letter for Magnet Site 018, Citizen Pottawatomie Nation, regarding name change of subzone operator Pro-Pipe to Sovereign Technologies
RATIFIED AND APPROVED.

B. Discuss and consider authorizing staff to draft and present a new Operator Agreement for Citizen Pottawatomie Nation, if necessary
AUTHORIZED.
9. Review and Accept 2021 Annual Report
ACCEPTED.

10. Consider new policies and procedure manual for Port Authority operations
Item discussed. No action taken.
11. Receive Comments from Members, Staff and Citizens
None.
12. Adjournment

PORT AUTHORITY OF THE GREATER OKLAHOMA CITY AREA

A Discrete Component Unit of
Oklahoma City, Oklahoma

Board of Directors

Barry Murphy, Chairman
Chuck Mills, Vice-Chairman
Richard Tanenbaum, Secretary
Dustin Anderson
Arturo Delgado
Jill Castilla

Management

Craig Freeman, General Manager

Financial Report for the Eight Months Ended February 28, 2023

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

PORT AUTHORITY OF THE GREATER OKLAHOMA CITY AREA

TABLE OF CONTENTS

For the Eight Months Ended February 28, 2023

	Page Number
Letter of Transmittal	ii
Schedule of Cash Receipts and Disbursements	1
Supplemental Listing of Checks Issued, Eight Months Ended February 28, 2023	2
Supplemental Listing of Checks Issued, Eight Months Ended February 28, 2022	3
Notes to Financial Schedules	4



MEMORANDUM

The City of OKLAHOMA CITY

TO: Port Authority Board of Directors

FROM: Accounting Services Division

DATE: March 2, 2023

SUBJECT: Port Authority of the Greater Oklahoma City Area (Port Authority) Financial Schedules For Eight Months Ended February 28, 2023 and 2022

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 eight months ended February 28, 2023 and 2022.

There are no receipts for the current year compared to \$29,000 received in the prior year, when \$17,000 was received from Citizen Potawatomi Nation for application and annual sub zone fees and \$12,000 was received from Xerox Corporation for annual sub zone fees.

Current year-to-date disbursements totaled \$17,655 for management fees and consultant fees compared to prior year-to-date disbursements totaling \$17,848 for management fees, NAFTAZ webinar and membership fees, website update 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:

Jake Siebenaler

Jake Siebenaler
Accounting Manager

Approved for issuance:

Alex E. Fedak

Alex E. Fedak, CPA
Controller

SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
For the Eight Months Ended February 28,
(unaudited)

PORT AUTHORITY OF THE
GREATER OKLAHOMA CITY AREA

	<u>2023</u>	<u>2022</u>
<u>RECEIPTS</u>		
Application fee for Citizen Potawatomi Nation-----	\$-	\$5,000
Sub zone fee for Xerox Corporation-----	-	12,000
Subzone fee for Citizen Potawomi Nation-----	-	12,000
Total receipts -----	<u>-</u>	<u>29,000</u>
<u>DISBURSEMENTS</u>		
Checks issued for previous periods-----	14,321	10,075
Checks issued for the two months ended February 28,		
Management fees - 1348 The Alliance for Economic Development of OKC-----	-	1,667
Membership - 1349 NAFTAZ-----	-	1,250
Membership for Elizabeth Larios - 1350 NAFTAZ-----	-	350
Foreigh Trade Zone website - 1351 Anglin Public Relations-----	-	150
Management fees - 1352 The Alliance for Economic Development of OKC-----	-	1,667
Consutant fees - 1353 Ernst and Young-----	-	2,689
Management fees - 1367 The Alliance for Economic Development of OKC-----	1,667	-
Management fees - 1368 The Alliance for Economic Development of OKC-----	1,667	-
Total checks issued for the two months ended February 28, -----	<u>3,334</u>	<u>7,773</u>
Total disbursements -----	<u>17,655</u>	<u>17,848</u>
Net increase (decrease) in cash -----	(17,655)	11,152
Beginning cash - July 1,-----	<u>97,821</u>	<u>74,946</u>
Ending cash - February 28,-----	<u>\$80,166</u>	<u>\$86,098</u>

See accompanying notes to financial statements.

SUPPLEMENTAL LISTING OF CHECKS ISSUED
FISCAL YEAR 2023
For the Eight Months Ended February 28, 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
	Total-----	14,321

Currently Reported

1367	The Alliance for Economic Development of OKC-----	1,667
1368	The Alliance for Economic Development of OKC-----	1,667
	Total-----	3,334

	Total-----	<u><u>\$17,655</u></u>
--	------------	-------------------------------

SUPPLEMENTAL LISTING OF CHECKS ISSUED
FISCAL YEAR 2022
For the Eight Months Ended February 28, 2022
(unaudited)

PORT AUTHORITY OF THE
GREATER OKLAHOMA CITY AREA

Previously Reported

1341	The Alliance for Economic Development of OKC-----	\$1,667
1342	The Alliance for Economic Development of OKC-----	1,667
1343	The Alliance for Economic Development of OKC-----	1,666
1344	The Alliance for Economic Development of OKC-----	1,667
1345	The Alliance for Economic Development of OKC-----	1,666
1346	NAFTZ - Webinar-----	75
1347	The Alliance for Economic Development of OKC-----	1,667
	Total-----	<u>10,075</u>

Currently Reported

1348	The Alliance for Economic Development of OKC-----	1,667
1349	NAFTZ - Membership-----	1,250
1350	NAFTZ - Membership for Elizabeth Larios-----	350
1351	Anglin Public Relations-----	150
1352	The Alliance for Economic Development of OKC-----	1,667
1353	Ernst & Young LLP-----	2,689
	Total-----	<u>7,773</u>
	Total-----	<u><u>\$17,848</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
Citizen Potawatomi Nation	August 2021	5,000	Application fee
Citizen Potawatomi Nation	February 2022	12,000	Sub zone annual fee
Xerox Corporation	February 2022	12,000	Sub zone annual fee
Jasco Products Company, LLC	March 2022	12,000	Sub zone annual fee
Kontoor US, Inc	March 2022	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.



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
2022	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 03/22/2023

[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.

FTZ 106 / The OKC Port Authority which is managed by the Alliance for Economic Development of Oklahoma City transitioned to a new FTZ 106 manager from Elizabeth Larios to Daisy Munoz. The zone deactivated one operator on March 2022, Jasco Products Company LLC due to their inactivity. The FTZ 106 saw a 57% increase in foreign-status merchandise received in textiles/footwear/leather from Bangladesh from Kontoor Brands. Operators Citizens Potawatomi increased their activity by acquiring/activating Sovereign Pipe Technologies in February 2022 which increased their foreign-status merchandise received. Activity for Miraclon Corporation experienced a decrease compared to the previous zone year.

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.

The existence of FTZ 106 contributes significantly to the local, regional, tribal, and State's economic development efforts. Conversations with prospective users have increased due to the port delay in oversea shipments and high tariffs. FTZ 106 provides its operators benefits such as streaming logistics, gaining efficiency in supply chain operations, deferred tariffs, and other logistical benefits. Oklahoma City will be home to a new industrial park, OKC 577 Development, this project is prompted to become a magnet site under the FTZ 106. In addition, the City of Oklahoma City is commissioning a study on employment land availability to attract new companies. FTZ 106 is a tool that is marketed and available to both projects to increase employment, industrial development, and port activity for local economic development.

	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.	247	247
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	28,258,650.44	28,258,650.44
7.2 Beginning Value - Foreign Status	6,889,347.54	6,889,347.54
7.3 Beginning Value - Total (Calculated)	35,147,997.98	35,147,997.98

7.4 Ending Value - Domestic Status	104,504,503.82	104,504,503.82
7.5 Ending Value - Foreign Status	30,881,282.75	30,881,282.75
7.6 Ending Value - Total (Calculated)	135,385,786.57	135,385,786.57
7.7 Merchandise Received – Domestic Status	368,518,897.78	368,518,897.78
7.8 Merchandise Received – Foreign Status	69,627,781.9	69,627,781.9
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)	438,146,679.68	438,146,679.68
7.12 Merchandise Forwarded – To the U.S. Market	337,908,891.1	337,908,891.1
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)	337,908,891.1	337,908,891.1
7.16 Merchandise Destroyed	0	0
7.17 Explanation of Discrepancies	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	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
Textiles/footwear/leather	61,724,104.56	Bangladesh
Plastic/rubber products	2,353,882.34	Japan
Optical, photographic and medical instruments	2,211,414.57	Japan

9. Foreign Status Merchandise Received

	Total Summed from Warehouse Operator Reports	Total to be Submitted to the FTZ Board
9.1 Nonprivileged Foreign	69,552,819.3	69,552,819.3
9.2 Privileged Foreign	74,962.6	74,962.6
9.3 Customs duties collected on merchandise entered from the operation during the calendar year amounted to \$__	8,125,424.85	8,125,424.85

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	439,281,558.43	439,281,558.43
11.2 Value of Exports	0	0
11.3 Total Value of Shipments - Calculated	439,281,558.43	439,281,558.43

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		002	02/15/2023	2022	Submitted	Biagi Bros.	WHS		
106		017	03/01/2023	2022	Submitted	Kontoor Brands	WHS		
106		018	02/27/2023	2022	Submitted	Citizen Potawatomi Nation	WHS		
106	00D		03/14/2023	2022	Submitted	Xerox Corporation	MFG		
106	00F		03/14/2023	2022	Submitted	Miraclon Corporation	MFG		
106	00H		03/09/2023	2022	Submitted	Jasco Products Company LLC	WHS		

Close

Port Authority Claims and Invoices

Invoice Date	Service Date	Invoice Number	Invoice From	Amount	Paid Check Number
6/1/2022	May-22	128	The Alliance	\$ 1,666.67	1358
7/1/2022	June-22	135	The Alliance	\$ 1,666.67	1359
6/27/2022	March 2021-June 2022	US01U000997101	EY	\$ 1,167.20	1630
8/1/2022	July-22	141	The Alliance	\$ 1,666.67	1361
9/1/2022	August-22	148	The Alliance	\$ 1,666.67	1362
10/1/2022	September-22	155	The Alliance	\$ 1,666.67	1363
10/13/2022	June 22-September 22	US01U00064008	EY	\$ 3,154.00	1364
11/1/2022	October-22	163	The Alliance	\$ 1,666.67	1365
12/1/2022	November-22	170	The Alliance	\$ 1,666.67	1366
1/2/2023	December-22	180	The Alliance	\$ 1,666.67	1367
2/1/2023	January-23	189	The Alliance	\$ 1,666.67	1368
3/1/2023	February-23	197	The Alliance	\$ 1,666.67	1369



January 1, 2022

Vedrana Milakovic, BBA, MBA, CCS
Citizen Potawatomi Nation
Attention: Foreign-Trade Zone Administrator
c/o Economic Planning & Development
1601 S. Gordon Cooper Drive
Shawnee, OK 74801

105 NORTH HUDSON AVENUE
SUITE 101

OKLAHOMA CITY, OK
73102

TELE:
405.604-6780
FAX:
405.232-8317
www.foreigntradezone106.org

Dear Ms. Milakovic:

Enclosed please find a Sub-Zone FTZ #106, invoice for your 2022 Annual Fee. The Annual fee is determined pursuant to the schedule for FTZ #106. Make check payable to the Port Authority of Greater Oklahoma City. As a reminder, your annual report for 2021 is due by February 29, 2022. If you have any questions, please give us a call at (405) 604-6780.

Sincerely,

Catherine O'Connor
Zone Administrator

BARRY MURPHY
CHAIRMAN

CHUCK MILLS
VICE CHAIRMAN

ARTURO DELGADO
BOARD MEMBER

JILL CASTILLA
BOARD MEMBER

RICHARD TANENBAUM
BOARD MEMBER

CATHY O'CONNOR
ZONE ADMINISTRATOR

OKLAHOMA CITY
Port Authority



SUB-ZONE FTZ #106 INVOICE
ANNUAL FEE 2022

Billing Date: January 1, 2022
Due Date: March 31, 2022

Sub-Zone FTZ #106: Citizen Potawatomi Nation
17398 Iron Horse Blvd.
Shawnee, OK 74801

Operator: Vedrana Milakovic, BBA, MBA, CCS
Address: Citizen Potawatomi Nation
Attention: Foreign-Trade Zone Administrator
c/o Economic Planning & Development
1601 S. Gordon Cooper Drive
Shawnee, OK 74801

Type: Incorporated

Official Zone Admission: "FTZB approved Subzone status on
April 03, 2015: Federal Register,
Vol. 79, Number 48117"

Fee: \$12,000

Activation: Yes

Structures: Yes

Status: Active

Please make checks payable to and sent to: The Port Authority of Greater Oklahoma
City, Foreign-Trade Zone #106
105 North Hudson, Suite 101
Oklahoma City, OK 73102

This annual fee, payable to the Port Authority of Greater Oklahoma City, is based upon active Sub-Zone FTZ #106. This fee covers the administration of the Zone by Zone Administrator, preparation of the Annual Report to the Foreign-Trade Zones Board, and support services from the Zone Administrator staff.

Please send your payment to: Port Authority of Oklahoma City
Zone Co-Administrator
105 North Hudson
Suite 101
Oklahoma City, OK 73102

Thank you for being a part of our Zone Project. We wish you a successful new year and look forward to working with you in 2022.

105 NORTH HUDSON AVENUE
SUITE 101

OKLAHOMA CITY, OK
73102

TELE:
405.604-6780

FAX:
405.232-8317

www.foreigntradezone106.org

BARRY MURPHY
CHAIRMAN

CHUCK MILLS
VICE CHAIRMAN

ARTURO DELGADO
BOARD MEMBER

DUSTIN ANDERSON
BOARD MEMBER

RICHARD TANENBAUM
BOARD MEMBER

CATHY O'CONNOR
ZONE ADMINISTRATOR

ALLAN MEADORS
BUSINESS DEVELOPMENT

OKLAHOMA CITY
Port Authority

FOREIGN TRADE ZONE
106

January 1, 2022

Mr. Nate Kirkman, FTZ Administrator
Kontoor US, Inc.
400 N. Elm St.
Greensboro, NC, 27401

105 NORTH HUDSON AVENUE
SUITE 101

OKLAHOMA CITY, OK
73102

TELE:
405.604-6780
FAX:
405.232-8317
www.foreigntradezone106.org

Dear Mr. Kirkman:

Enclosed please find a Usage-Driven Site invoice for your 2022 Annual Fee. The Annual fee is determined pursuant to the schedule for FTZ #106. Make check payable to the Port Authority of Greater Oklahoma City. As a reminder, your annual report for 2021 is due by February 29, 2022. If you have any questions, please give us a call at (405) 604-6780.

Sincerely,



Catherine O'Connor
Zone Administrator

BARRY MURPHY
CHAIRMAN

CHUCK MILLS
VICE CHAIRMAN

ARTURO DELGADO
BOARD MEMBER

JILL CASTILLA
BOARD MEMBER

RICHARD TANENBAUM
BOARD MEMBER

CATHY O'CONNOR
ZONE ADMINISTRATOR

OKLAHOMA CITY
Port Authority



USAGE-DRIVEN SITE INVOICE
ANNUAL FEE 2022

Billing Date: January 1, 2022
Due Date: March 31, 2022

FTZ #106
Usage-Driven Site #17: **AAM#: JWLGCUSTOM**
Kontoor US, Inc.
1400 Wrangler Blvd.
Seminole, OK 73179

105 NORTH HUDSON AVENUE
SUITE 101
OKLAHOMA CITY, OK
73102
TELE:
405.604-6780
FAX:
405.232-8317
www.foreigntradezone106.org

Operator: Nate Kirkman, FTZ Administrator
Address: 400 N. Elm St.
Greensboro, NC, 27401

Type: Private

Official Zone Admission: FTZB Board approved 8-27-2012

Fee: \$12,000

Activation: Yes

Structures: Yes

Status: Active

BARRY MURPHY
CHAIRMAN

CHUCK MILLS
VICE CHAIRMAN

ARTURO DELGADO
BOARD MEMBER

JILL CASTILLA
BOARD MEMBER

RICHARD TANENBAUM
BOARD MEMBER

CATHY O'CONNOR
ZONE ADMINISTRATOR

ALLAN MEADORS
BUSINESS DEVELOPMENT

This annual fee, payable to the Port Authority of Greater Oklahoma City, is based upon active Usage-Driven Sites with warehouses/structures activated by Customs to accept merchandise. This fee covers the administration of the Zone by Zone Administrator, preparation of the Annual Report to the Foreign-Trade Zones Board, and support services from the Zone Administrator staff.

Please send your payment to: Port Authority of Oklahoma City
Zone Co-Administrator
105 North Hudson
Suite 101
Oklahoma City, OK 73102

Thank you for being a part of our Zone Project. We wish you a successful new year and look forward to working with you in 2022.

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**

THE PORT AUTHORITY OF GREATER OKLAHOMA CITY
Foreign Trade Zone No.106 Grantee Fee Schedule
Rates, Rules and Regulations

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

TABLE OF CONTENTS

<u>Part I</u> – Authority	Page 3
<u>Part II</u> – General Rules and Regulations	Page 5
<u>Part III</u> – Rates, Charges, and Fees	Page 7
<u>Appendix A</u> – Definition of Foreign-Trade Zone Terms and U.S. Customs Forms	Page 9

THE PORT AUTHORITY OF GREATER OKLAHOMA CITY
Foreign Trade Zone No.106 Grantee Fee Schedule
Rates, Rules and Regulations

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.

THE PORT AUTHORITY OF GREATER OKLAHOMA CITY
Foreign Trade Zone No.106 Grantee Fee Schedule
Rates, Rules and Regulations

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

THE PORT AUTHORITY OF GREATER OKLAHOMA CITY
Foreign Trade Zone No.106 Grantee Fee Schedule
Rates, Rules and Regulations

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.

THE PORT AUTHORITY OF GREATER OKLAHOMA CITY
Foreign Trade Zone No.106 Grantee Fee Schedule
Rates, Rules and Regulations

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.

THE PORT AUTHORITY OF GREATER OKLAHOMA CITY
Foreign Trade Zone No.106 Grantee Fee Schedule
Rates, Rules and Regulations

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.

THE PORT AUTHORITY OF GREATER OKLAHOMA CITY
Foreign Trade Zone No.106 Grantee Fee Schedule
Rates, Rules and Regulations

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.

THE PORT AUTHORITY OF GREATER OKLAHOMA CITY
Foreign Trade Zone No.106 Grantee Fee Schedule
Rates, Rules and Regulations

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

THE PORT AUTHORITY OF GREATER OKLAHOMA CITY
Foreign Trade Zone No.106 Grantee Fee Schedule
Rates, Rules and Regulations

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

THE PORT AUTHORITY OF GREATER OKLAHOMA CITY
Foreign Trade Zone No.106 Grantee Fee Schedule
Rates, Rules and Regulations

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.



Statement of Work – Global Trade Routine On-Call Tax Advisory Services

This Statement of Work, which is effective as of February XX, 2023 (this “SOW”), is made by Ernst & Young LLP (“EY”) and Port Authority of Greater Oklahoma City (“Client”), pursuant to the Agreement, dated February XX, 2023 (the "Agreement"), between EY and Port Authority of Greater Oklahoma City.

This SOW incorporates the Agreement by reference to form a contract. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings in the Agreement.

Scope of Services

EY will provide the following Services (the “Services”) to Client.

EY will provide to Client routine on-call tax advisory and assistance concerning global trade related issues as requested by Client when such projects are not covered by a separate SOW and do not involve any significant tax planning or projects. This SOW applies to routine on-call projects commenced on or before the termination of the Agreement and is intended to be used for engagements to respond to general import and export questions and assignments that are expected, at the beginning of the project, to involve total professional time not to exceed (with respect to the specific project) \$25,000 in professional fees at the hourly rates for the professionals involved and are adjusted annually.

On-call tax advisory services

The scope of on-call global trade advisory services to be performed pursuant to this SOW may be agreed to orally or through written communications with Client such as e-mails.

The projects covered by this SOW include assistance with Foreign Trade Zone Grantee program support by answering one-off questions, drafting memos, assisting with general transactional issues, and assisting Client in connection with its dealings with customs authorities.

Specific tasks that may be involved in connection with the services include the following: participating in meetings and telephone calls with Client; participating in meetings and telephone calls with customs authorities and other third parties; reviewing transaction-related documentation; researching technical issues; and preparing technical memoranda, letters, e-mails, and other written documentation.



This SOW is not intended to cover services related to significant tax planning or other projects where a mutual understanding of the scope of the engagement should be formally documented.

Accordingly, in lieu of this SOW, separate SOWs generally will be entered into in connection with such services, including but not limited to the following: services related to a transaction that is a reportable transaction, transaction of interest or transaction similarly designated by a tax authority; engagements where EY will render formal opinions or opinions that will be relied upon by third parties; studies with respect to Client's tax attributes (e.g., basis studies or repairs and maintenance studies); loaned or assigned staff engagements; and due diligence engagements.

Other Provisions

Client shall assign a qualified person to oversee the Services. Client is responsible for all management decisions relating to the Services and for determining whether the Services are appropriate for its purposes.

Notwithstanding anything to the contrary in the Agreement or this SOW, EY does not assume any responsibility for any third-party products, programs or services selected by Client, their performance or compliance with Client's specifications or otherwise.

EY and other EY Firms may retain and use Client Information for benchmarking, analytics, research and development, thought leadership and related purposes, and to enhance their services, provided that any use does not externally identify, or make reference to, Client. In all such matters, EY and other EY Firms will comply with applicable law and professional obligations.

EY may subcontract a portion of the Services to one or more EY Firms and to subcontractors working under EY's direction who may communicate directly with Client. EY, however, will remain solely responsible to Client for the performance of the Services.

Contacts

Client has identified Leana Dozier as Client's contact with whom EY should communicate about these Services. Client's contact at EY for these Services will be Shane Williams.

Fees

You shall pay fees for the Services based on the actual time that our professionals spend performing them, billed at current rates for each level while the Services under this SOW are being performed, to be adjusted annually. Client shall also pay any potential value-added taxes (VAT), sales taxes, and



other indirect taxes incurred in connection with the delivery of the Services, including any such taxes and related administrative costs that result from billing arrangements specifically requested by Client.

EY will bill Client for EY’s fees, expenses, and applicable taxes or other charges, if any, on a monthly basis. Payment is due upon receipt of EY’s invoice.

IN WITNESS WHEREOF, EY and Client each caused this SOW to be signed and delivered by its duly authorized representative(s).

DRAFT-Review Only. Do not sign.
Do not delete/remove this image file. Removing will prevent CCS from inserting the EY signature when the PDF is created.

AGREED:

Port Authority of Greater Oklahoma City

By: **DRAFT FOR REVIEW - DO NOT SIGN**

Date: _____



Statement of Work – Global Trade Routine On-Call Tax Advisory Services

This Statement of Work, which is effective as of February XX, 2023 (this “SOW”), is made by Ernst & Young LLP (“EY”) and Port Authority of Greater Oklahoma City (“Client”), pursuant to the Agreement, dated February XX, 2023 (the "Agreement"), between EY and Port Authority of Greater Oklahoma City.

This SOW incorporates the Agreement by reference to form a contract. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings in the Agreement.

Scope of Services

EY will provide the following Services (the “Services”) to Client.

EY will provide to Client routine on-call tax advisory and assistance concerning global trade related issues as requested by Client when such projects are not covered by a separate SOW and do not involve any significant tax planning or projects. This SOW applies to routine on-call projects commenced on or before the termination of the Agreement and is intended to be used for engagements to respond to general import and export questions and assignments that are expected, at the beginning of the project, to involve total professional time not to exceed (with respect to the specific project) \$25,000 in professional fees at the hourly rates for the professionals involved and are adjusted annually.

On-call tax advisory services

The scope of on-call global trade advisory services to be performed pursuant to this SOW may be agreed to orally or through written communications with Client such as e-mails.

The projects covered by this SOW include assistance with Foreign Trade Zone Grantee program support by answering one-off questions, drafting memos, assisting with general transactional issues, and assisting Client in connection with its dealings with customs authorities.

Specific tasks that may be involved in connection with the services include the following: participating in meetings and telephone calls with Client; participating in meetings and telephone calls with customs authorities and other third parties; reviewing transaction-related documentation; researching technical issues; and preparing technical memoranda, letters, e-mails, and other written documentation.



This SOW is not intended to cover services related to significant tax planning or other projects where a mutual understanding of the scope of the engagement should be formally documented.

Accordingly, in lieu of this SOW, separate SOWs generally will be entered into in connection with such services, including but not limited to the following: services related to a transaction that is a reportable transaction, transaction of interest or transaction similarly designated by a tax authority; engagements where EY will render formal opinions or opinions that will be relied upon by third parties; studies with respect to Client's tax attributes (e.g., basis studies or repairs and maintenance studies); loaned or assigned staff engagements; and due diligence engagements.

Other Provisions

Client shall assign a qualified person to oversee the Services. Client is responsible for all management decisions relating to the Services and for determining whether the Services are appropriate for its purposes.

Notwithstanding anything to the contrary in the Agreement or this SOW, EY does not assume any responsibility for any third-party products, programs or services selected by Client, their performance or compliance with Client's specifications or otherwise.

EY and other EY Firms may retain and use Client Information for benchmarking, analytics, research and development, thought leadership and related purposes, and to enhance their services, provided that any use does not externally identify, or make reference to, Client. In all such matters, EY and other EY Firms will comply with applicable law and professional obligations.

EY may subcontract a portion of the Services to one or more EY Firms and to subcontractors working under EY's direction who may communicate directly with Client. EY, however, will remain solely responsible to Client for the performance of the Services.

Contacts

Client has identified Leana Dozier as Client's contact with whom EY should communicate about these Services. Client's contact at EY for these Services will be Shane Williams.

Fees

You shall pay fees for the Services based on the actual time that our professionals spend performing them, billed at current rates for each level while the Services under this SOW are being performed, to be adjusted annually. Client shall also pay any potential value-added taxes (VAT), sales taxes, and



other indirect taxes incurred in connection with the delivery of the Services, including any such taxes and related administrative costs that result from billing arrangements specifically requested by Client.

EY will bill Client for EY’s fees, expenses, and applicable taxes or other charges, if any, on a monthly basis. Payment is due upon receipt of EY’s invoice.

IN WITNESS WHEREOF, EY and Client each caused this SOW to be signed and delivered by its duly authorized representative(s).

DRAFT-Review Only. Do not sign.
Do not delete/remove this image file. Removing will prevent CCS from inserting the EY signature when the PDF is created.

AGREED:

Port Authority of Greater Oklahoma City

By: **DRAFT FOR REVIEW - DO NOT SIGN**

Date: _____



MASTER SERVICES AGREEMENT

This Master Services Agreement (this “Agreement”) is entered into between Ernst & Young LLP, a Delaware limited liability partnership (“EY”) and Port Authority of Greater Oklahoma City (“Client”), effective as of February XX, 2023 (the “Effective Date”).

Structure

1. This Agreement sets out the contractual structure for the provision of services (“Services”) by EY to Client. EY will perform the Services described in separate Statements of Work entered into between the parties that incorporate the terms of this Agreement as well as the terms of any applicable Module(s) to form a separate and independent contract (“Contract”).
2. For the purposes of any Contract, (a) “Client” in such Contract (including in this Agreement and the applicable Module(s) as incorporated into such Contract) means the Client Entity that executes the applicable Statement of Work, and (b) “party” means either EY or such Client Entity.
3. If there is any inconsistency between provisions in different parts of a Contract, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the applicable Statement of Work and any annexes thereto, (b) any applicable Module, (c) this Agreement, and (d) other annexes to a Contract.

Definitions

4. The following terms are defined as specified below:
 - (a) “AICPA” means the American Institute of Certified Public Accountants.
 - (b) “Client Affiliate” means an entity that controls, is controlled by, or is under common control with, Client.
 - (c) “Client Entity” means Client or a Client Affiliate.
 - (d) “Client Information” means information obtained by EY from Client or from a third party on Client’s behalf.
 - (e) “Deliverables” means any advice, communications, information, technology or other content that EY provides under this Agreement.
 - (f) “EY Firm” means a member of the EY network and any entity operating under a common branding arrangement with a member of the EY network.
 - (g) “EY Persons” means EY’s or any other EY Firm’s subcontractors, members, shareholders, directors, officers, partners, principals or employees.
 - (h) “Internal Support Services” means internal support services utilized by EY, including but not limited to: (a) administrative support, (b) accounting and finance support, (c) network coordination, (d) IT functions including business applications, system management, and data security, storage and recovery, and (e) conflict checking, risk management and quality reviews.

- (i) “Module” means a module, supplemental to this Agreement, entered into by the parties and containing further terms applicable to a particular type of Services.
- (j) “Personal Data” means Client Information relating to identified or identifiable natural persons or that is otherwise considered to be “personal data,” “personal information” or similar term under applicable data protection laws.
- (k) “Report” means a Deliverable (or any portion of a Deliverable) issued on EY letterhead or under the EY brand or otherwise identifiable as being prepared by or in association with EY, any other EY Firm or EY Person.
- (l) “Statement of Work” means a document, incorporating this Agreement and any applicable Module, entered into by the parties describing particular Services that EY will perform.
- (m) “Support Providers” means external service providers of EY and other EY Firms and their respective subcontractors.
- (n) “Tax Advice” means tax matters, including tax advice, tax opinions, tax returns or the tax treatment or tax structure of any transaction to which the Services relate.

Provision of the Services

- 5. EY will provide the Services using reasonable skill and care in accordance with applicable professional standards, including those established by the AICPA.
- 6. EY may subcontract a portion of the Services to one or more EY Firms, as well as to other third parties, who may deal with Client directly. EY will remain solely responsible to Client for the performance of the Services. From time to time, non-CPA personnel may perform the Services.
- 7. EY will act as an independent contractor and not as Client’s employee, agent or partner. Client will remain solely responsible for management decisions relating to the Services and for determining whether the Services are appropriate for its purposes. Client shall assign qualified personnel to oversee the Services, as well as the use and implementation of the Services and Deliverables.
- 8. Client agrees to promptly provide to EY (or cause others to so provide) Client Information, resources and assistance (including access to records, systems, premises and people) that EY reasonably requires to perform the Services.
- 9. Client Information will be accurate and complete in all material respects. EY will rely on Client Information and, unless EY expressly agrees otherwise in writing, EY will have no responsibility to verify it. The provision of Client Information (including Personal Data), resources and assistance to EY will be in accordance with applicable law and will not infringe any copyright or other third-party rights.

Deliverables

10. All Deliverables are intended for Client's use in accordance with the Contract under which they are provided.
11. Client may not rely on any draft Deliverable. EY shall not be required to update any final Deliverable as a result of circumstances of which EY becomes aware, or events occurring, after its delivery.
12. Unless otherwise provided for in a Contract, Client may not disclose a Report (or any portion or summary of a Report), or refer to EY or to any other EY Firm or EY Person in connection with the Services, except:
 - (a) to a Client Affiliate (subject to these disclosure restrictions);
 - (b) to Client's lawyers (subject to these disclosure restrictions), who may review it only in connection with advice relating to the Services;
 - (c) to Client's independent auditors (subject to these disclosure restrictions) who may review it only in connection with their audit;
 - (d) to the extent, and for the purposes, required by applicable law (and Client will promptly notify EY of such legal requirement to the extent Client is permitted to do so);
 - (e) to other persons (with EY's prior written consent), who may use it only as specified in such consent; or
 - (f) to the extent it contains Tax Advice.

If Client discloses a Report (or a portion thereof), Client shall not alter, edit or modify it from the form provided by EY. Client shall inform those to whom it discloses a Report (other than disclosure of Tax Advice to tax authorities) that they may not rely on it for any purpose without EY's prior written consent. Subject to the foregoing, Client is not prohibited by this Section 12 from using Deliverables that do not qualify as Reports in communication with third parties provided that: (i) there is no reference to, or communication of, EY's or any other EY Firm's involvement in the development of such Deliverables, and (ii) Client assumes sole responsibility for such use and communication.

Limitations

13. As part of the parties' arrangements, the parties have mutually agreed the following limitations of liability (which also apply to others for whom Services are provided under any Contract):
 - (a) Neither party will be responsible, in contract or tort, under statute or otherwise, for any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of a Contract or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.
 - (b) Client (and any others for whom Services are provided) may not recover from EY, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss under the respective Contract during the twelve (12) months

preceding the date of the event giving rise to the loss. This cap is an aggregate cap across all claims under such Contract prior to such date.

- (c) Client shall make any claim relating to the Services or otherwise under a Contract no later than one (1) year after Client became aware (or ought reasonably to have become aware) of the facts giving rise to any alleged such claim and in any event, no later than two (2) years after the completion of the particular Services.
- 14. The limitations set out in Sections 13(b) and (c) above will not apply to losses or damages caused by EY's fraud or willful misconduct or to the extent prohibited by applicable law or professional regulations.
- 15. Client (and any others for whom Services are provided under a Contract) may not make a claim or bring proceedings relating to the Services or otherwise under a Contract against any other EY Firm or EY Person. Client shall make any claim or bring proceedings only against EY.

No Responsibility to Third Parties

- 16. Unless specifically otherwise agreed with Client in writing, EY's responsibility for performance of the Services is to Client and Client alone. Should any Deliverable be disclosed, or otherwise made available, by or through Client (or at Client's request) to a third party (including but not limited to permitted disclosures to third parties under Section 12), Client agrees to indemnify EY, as well as the other EY Firms and the EY Persons, against all claims by third parties, and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of such disclosure.

Intellectual Property Rights

- 17. Each party retains its rights in its pre-existing intellectual property. Except as set out in the applicable Contract, any intellectual property developed by EY, and any working papers compiled in connection with the Services (but not Client Information contained in them), shall be the property of EY.
- 18. Client's right to use Deliverables under a Contract arises following payment for the Services.

Confidentiality, Data Protection & Security

- 19. Except as otherwise permitted by a Contract, neither party may disclose to third parties any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential (including, in the case of EY, Client Information). Either party may, however, disclose such information to the extent that it:
 - (a) is or becomes public other than through a breach of a Contract;
 - (b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;
 - (c) was known to the recipient at the time of disclosure or is thereafter created independently;
 - (d) is disclosed as necessary to enforce the recipient's rights under this Agreement; or

- (e) must be disclosed under applicable law, legal process or professional regulations.
20. EY uses other EY Firms, EY Persons and Support Providers who may have access to Client Information in connection with delivery of Services as well as to provide Internal Support Services. EY shall be responsible for any use or disclosure of Client Information by other EY Firms, EY Persons or Support Providers to the same extent as if EY had engaged in the conduct itself.
 21. Client agrees that Client Information, including Personal Data, may be processed by EY, other EY Firms, EY Persons and their Support Providers in various jurisdictions in which they operate (EY office locations are listed at www.ey.com). Client Information, including any Personal Data, will be processed in accordance with laws and professional regulations applicable to EY, and appropriate technical and organizational security measures designed to protect such information will be implemented. EY will also require any Support Provider that processes Personal Data on its behalf to provide at least the same level of protection for such Personal Data as is required by such legal and regulatory requirements. If Personal Data relating to a data subject in the UK, European Union or Switzerland (collectively, “European Personal Data”) is required for EY to perform the Services, the parties agree to negotiate in good faith a data transfer addendum intended to validate the transfer of such European Personal Data by Client to EY prior to such transfer. Transfer of Personal Data among members of the EY network is subject to the EY Binding Corporate Rules Program available at www.ey.com/bcr. Further information about EY’s processing of Personal Data is available at www.ey.com/privacy.
 22. To the extent permitted by applicable law, regulation or governmental directive, EY will notify Client without undue delay in the event of loss, disclosure or unauthorized or unlawful processing of Personal Data and provide Client with relevant information about the nature and extent of the event.
 23. In certain circumstances, individuals may have the right under applicable data protection law to access, correct, erase, port, restrict or object to the processing of their personal data. Such requests may be sent to privacy.office@ey.com. To the extent permitted by law, regulation or governmental directive, EY will notify Client without undue delay upon receipt of any verifiable request from a data subject or supervisory authority relating to a Personal Data right. If EY is required to provide Personal Data in response to such verifiable request, or to a request from Client, providing that data will be part of the Services and, to the extent permitted by applicable law, Client will be responsible for EY’s reasonable charges incurred in doing so.
 24. As a professional services firm, EY is required to exercise its own judgment in determining the purposes and means of processing any Personal Data when providing the Services. Accordingly, unless otherwise specified in a Contract, when processing Personal Data subject to the General Data Protection Regulation or other applicable data protection law (including, without limitation, state data protection (e.g., the California Consumer Privacy Act)), EY acts as an independent controller (or similar status that determines the purposes and means of processing), and not as a processor under Client’s control (or similar status acting on behalf of Client) or as a joint controller with Client. For Services where EY acts as a processor processing Personal Data on Client’s behalf, the parties will agree appropriate data processing terms in the applicable Statement of Work.

25. EY and other EY Firms may retain and use Client Information for benchmarking, analytics, research and development, thought leadership and related purposes, and to enhance their services, provided that any use does not externally identify, or make reference to, Client. In all such matters, EY and other EY Firms will comply with applicable law and professional obligations.
26. If Client requires EY to access or use Client or third-party systems or devices, EY shall have no responsibility for the confidentiality, security or data protection controls of such systems or devices, or for their performance or compliance with Client requirements or applicable law.
27. EY may provide Client access to use certain data, software, designs, utilities, tools, models, systems and other methodologies and know-how that EY owns or licenses for the purpose of Client's receipt of the Services or as otherwise expressly agreed in writing by EY ("EY Tools"). Client shall be responsible for compliance by all Client personnel and third parties acting on Client's behalf with the terms applicable to the use of such EY Tools. As between EY and Client, EY (or another EY Firm) owns all right, title, interest, and all intellectual property rights in and to the EY Tools, including any enhancements, modifications, and derivative work thereof.

License to EY Tools During the Statement of Work Term: To the extent that EY provides Client access to any EY Tools during the term of an applicable Statement of Work, EY hereby grants to Client a nonexclusive, paid-up, internal license, during the term of the applicable Statement of Work, to use, execute, and display the EY Tools, for the sole purpose of Client's receipt of the Services from EY under the applicable Statement of Work.

License to EY Tools After the Statement of Work Term: EY may allow Client to use certain EY Tools, after the term of an applicable Statement of Work, for the sole purpose of Client's use and receipt of the benefit of the Services provided by EY under such Statement of Work. Any EY Tools that EY allows Client to use after the term of such Statement of Work will be identified in the Statement of Work as a "Leave Behind EY Tool." With respect to such an identified Leave Behind EY Tool, to the extent permitted by applicable law and professional regulations, EY hereby grants to Client a nonexclusive, paid-up, internal license, to use, execute, and display the Leave Behind EY Tool, after the term of the Statement of Work, for the sole purpose of Client's use and receipt of the benefit of the Services provided by EY under the Statement of Work.

EY Tools Disclaimers and Acknowledgments: Client's use of any EY Tools may be subject to additional terms, which EY will provide to Client in writing. Client acknowledges that EY may at any time, modify, replace, direct Client to discontinue use of any EY Tools, or otherwise revoke, limit or condition Client's access and right to use any EY Tools. ALL EY TOOLS ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, OR ANY WARRANTY THAT THE OPERATION OF EY TOOLS WILL BE UNINTERRUPTED, ERROR FREE OR THAT EY TOOLS WILL BE OR REMAIN COMPATIBLE WITH ANY OF CLIENT'S HARDWARE OR SOFTWARE. IN NO EVENT SHALL EY BE LIABLE FOR LOSS OF OR DAMAGE TO CLIENT'S DATA RESULTING FROM THE CLIENT'S USE OF THE EY TOOLS.

Client shall not decompile, disassemble or otherwise reverse engineer the EY Tools, unless authorized by law or the relevant regulatory agency. Client shall not sell, lease, assign or otherwise transfer any portion of the EY Tools.

Compliance

28. In connection with the performance of its respective rights and obligations under a Contract, EY and Client each will comply with all laws and regulations of any jurisdiction applicable to it from time to time concerning or relating to bribery or corruption, including, without limitation, the U.S. Foreign Corrupt Practices Act (“FCPA”).

Fees and Expenses Generally

29. Client shall pay EY’s professional fees and specific expenses in connection with the Services as detailed in the applicable Contract. Client shall also reimburse EY for other reasonable expenses incurred in performing the Services. EY’s fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which Client shall pay (other than taxes imposed on EY’s income generally). Unless otherwise set forth in the applicable Contract, payment is due within thirty (30) days following the date of each of EY’s invoices.
30. EY may charge additional professional fees if events beyond its control (including Client’s acts or omissions) affect EY’s ability to perform the Services as agreed in the applicable Contract, or if Client asks EY to perform additional tasks.
31. If EY is required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or a Contract, Client shall reimburse EY for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless EY is a party to the proceeding or the subject of the investigation.

Force Majeure

32. Neither party shall be liable for breach of a Contract (other than payment obligations) caused by circumstances beyond such party’s reasonable control.

Term and Termination

33. A Contract applies to all Services associated with such Contract whenever performed (including before the date of the applicable Contract).
34. A Contract shall terminate on the completion of the Services associated with such Contract. Except as otherwise set forth in the applicable Contract, either party may terminate a Contract, or any particular Services, upon thirty (30) days’ prior written notice to the other. In addition, EY may terminate a Contract, or any particular Services, immediately upon written notice to Client if EY reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.
35. Client shall pay EY for all work-in-progress, Services already performed, and expenses incurred by EY up to and including the effective date of the termination or expiration of a Contract, as well as

any applicable termination fees set forth in the applicable Contract. Payment is due within thirty (30) days following the date of the invoice for these amounts.

36. The term of this Agreement will expire five (5) years following the Effective Date (the “Term”), unless the parties mutually agree to renew or extend it. For clarity, this Agreement shall survive with respect to any Contract entered into during the Term, even if such Contract remains in effect beyond the Term.
37. The provisions of this Agreement, including Section 12 and otherwise with respect to Deliverables and Reports, that give either party rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement or applicable Contract.

Governing Law and Dispute Resolution

38. This Agreement, any Contract under this Agreement, and any non-contractual matters or obligations arising out of a Contract or the Services, shall be governed by, and construed in accordance with, the laws of the state of New York applicable to agreements made, and fully to be performed, therein by residents thereof.

Except for a claim seeking solely injunctive relief, any dispute relating to a Contract or the Services shall be resolved as set forth in Appendix 1.

United States Specific Terms

39. The U.S. Department of Labor (DOL) regulations, at 20 CFR § 655.734(a)(1)(ii)(A), require the posting of notice of a Labor Condition Application (LCA) in instances where individuals holding certain visas (e.g., H-1B) will be working onsite. Where applicable, EY and the Client will work together to develop an appropriate notice to enable compliance with this requirement.

Miscellaneous

40. A Contract constitutes the entire agreement between the parties as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any previously agreed confidentiality agreements.
41. Each party may execute this Agreement or a Contract, as well as any modifications to them, by electronic means, and each party may sign a different copy of the same document. Both parties must agree in writing to modify this Agreement or a Contract.
42. Client agrees that EY and the other EY Firms may, subject to professional obligations, act for other clients, including Client’s competitors.
43. Neither party may assign any of its rights, obligations or claims under this Agreement or a Contract.
44. If any provision of this Agreement or a Contract (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
45. Client acknowledges that the U.S. Securities and Exchange Commission regulations indicate that, where auditor independence is required, certain confidentiality restrictions related to tax structure

may render the auditor to be deemed to be non-independent or may require specific tax disclosures. Accordingly, if and only to the extent that U.S. Securities and Exchange Commission auditor independence regulations apply to the relationship between Client or any of Client's associated entities and any EY Firm, with respect to the tax treatment or tax structure of any transaction to which the Services relate, Client represents, to the best of its knowledge, as of the date of a Contract, that neither Client nor any Client Affiliate has agreed, either orally or in writing, with any other advisor to restrict Client's ability to disclose to anyone such tax treatment or tax structure. Client agrees that the impact of any such agreement is its responsibility.

46. EY and Client acknowledge that Client or a Client Affiliate (the "Local Client") may seek to enter into an agreement with another EY Firm (the "Local EY Firm") for the provision of services in another country (the "Local Services"). The parties agree that the Local Client and the Local EY Firm may enter into a local country agreement (the "Local Agreement") for Local Services that incorporates the terms and conditions of this Agreement, subject to any modifications they deem appropriate under local law, regulation, professional standard, or local custom and practice. For clarity, in such event, (i) the Local Agreement shall govern all Local Services; and (ii) neither the Local Client nor the Local EY Firm will be deemed to be parties to this Agreement in connection with the Local Services.
47. Client represents that Client Affiliates for whom Services are performed by EY in connection with a Contract shall be bound by the terms of such Contract.
48. Neither party may use or reference the other's name, logos or trademarks without its prior written consent, provided that EY may use Client's name publicly to identify Client as a client in connection with specific Services or otherwise.
49. The limitations in Sections 13 and 15 and the provisions of Sections 16, 20, 22 and 37 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to enforce them.



IN WITNESS WHEREOF, EY and Client each caused this Agreement to be signed and delivered by its duly authorized representative(s).

DRAFT-Review Only. Do not sign.
Do not delete/remove this image file. Removing will prevent CCS from inserting the EY signature when the PDF is created.

AGREED:

Port Authority of Greater Oklahoma City

By: **DRAFT FOR REVIEW - DO NOT SIGN**

Date: _____

DRAFT

APPENDIX 1

Dispute Resolution Procedures

Mediation

A party shall submit a dispute to mediation by written notice to the other party or parties. The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution (“CPR”) shall designate a mediator at the request of a party. Any mediator must be acceptable to all parties and must confirm in writing that the mediator is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or beneficial owner with significant influence over any EY Firm audit client.

The mediator shall conduct the mediation as the mediator determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator’s assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

If the parties have not resolved a dispute within 90 days after written notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration. In addition, if a party initiates litigation, arbitration, or other binding dispute resolution process without initiating mediation, or before the mediation process has terminated, an opposing party may deem the mediation requirement to have been waived and may proceed with arbitration.

Arbitration

The arbitration will be conducted in accordance with the procedures in this document and the CPR Rules for Non-Administered Arbitration (“Rules”) as in effect on the date of the Agreement, or such other rules and procedures as the parties may agree. In the event of a conflict, the provisions of this document will control.

The arbitration will be conducted before a panel of three arbitrators, to be selected in accordance with the screened selection process provided in the Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator may be appointed unless the arbitrator has agreed in writing to these procedures and has confirmed in writing that the arbitrator is not, and will not become during the term of the arbitration, an



employee, partner, executive officer, director, or beneficial owner with significant influence over any EY Firm audit client.

The arbitration panel shall have no power to award non-monetary or equitable relief of any sort or to make an award or impose a remedy that (i) is inconsistent with the agreement to which these procedures are attached or any other agreement relevant to the dispute, or (ii) could not be made or imposed by a court deciding the matter in the same jurisdiction. In deciding the dispute, the arbitration panel shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, and shall have no power to decide the dispute in any manner not consistent with such limitations period.

Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only in accordance with the Rules or applicable professional standards. Before making any such disclosure, a party shall give written notice to all other parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements or professional standards.

The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.