

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

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

1. Call to Order
2. Consider and Approve Minutes of the July 19, 2023 Port Authority Meeting
3. Receive Financial Report for July 1, 2023 through October 31, 2023
4. Ratify and Approve Payment of Claims and Invoices
5. Consider and Approve Submission of ASF Usage-Driven Site Application for Canoo, Inc.
6. Consider and Approve Resolution Approving the Form of the Usage-Driven Site Agreement between the Port Authority of Greater Oklahoma City Area and Canoo Inc.; and Authorizing the Chair to execute the Agreement after receiving approval of the ASF Usage Driven Site Application for Canoo, Inc.
7. Ratify and Approve the Usage-Driven Site Agreement between the Port Authority of Greater Oklahoma City Area and Integris International, Inc. d/b/a Bri-Steel Manufacturing.
8. Review and Accept the 2024 Meeting Schedule
9. Comments from Members, Staff and Citizens
10. Adjournment

**MINUTES OF REGULAR MEETING  
OF THE  
PORT AUTHORITY OF THE GREATER OKLAHOMA CITY AREA  
WEDNESDAY, JULY 19, 2023, AT 12:00 PM  
ALLIANCE CONFERENCE ROOM  
105 N HUDSON AVE. SUITE 101  
OKLAHOMA CITY, OK**

Board Members in Attendance: Chuck Mills, Richard Tanenbaum, Girma Moaning

Board Members, Absent: Jill Castilla

1. Call to Order  
Chuck Mills called the meeting to order
2. Consider and Approve Minutes of the March 31, 2023 Port Authority Meeting  
Motion to approve the Minutes moved by Richard Tannenbaum and seconded by Girma Moaning.  
**MOTION APPROVED, unanimously.**
3. Receive Financial Report for the Fiscal Year July 1, 2022 through June 30, 2023  
Presented by Susan Barrett  
Motion to receive the Financial Report moved by Richard Tannenbaum and seconded by Girma Moaning.  
**MOTION APPROVED, unanimously.**
4. Ratify and Approve Payment of Claims and Invoices  
Motion to ratify and approve the payment of claims and invoices moved by Richard Tannenbaum and seconded by Girma Moaning.  
**MOTION APPROVED, unanimously.**
5. Consider and Approve Submission of ASF Usage-Driven Site Application for Bri-Steel Manufacturing  
Motion to approve the Application moved by Richard Tannenbaum and seconded by Girma Moaning.  
**MOTION APPROVED, unanimously.**
6. Comments from Members, Staff and Citizens  
Daisy Munoz gave an update on calls from businesses and future work with Ernst & Young.
7. Adjournment

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

A Discrete Component Unit of  
Oklahoma City, Oklahoma

## ***Board of Directors***

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

## ***Management***

Craig Freeman, General Manager

Financial Report for the Four Months Ended October 31, 2023

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

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

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# MEMORANDUM

## The City of OKLAHOMA CITY

**TO:** Port Authority Board of Directors

**FROM:** Accounting Services Division

**DATE:** November 6, 2023

**SUBJECT:** Port Authority of the Greater Oklahoma City Area (Port Authority) Financial Schedules For Four Months Ended October 31, 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 four months ended October 31, 2023 and 2022.

There are \$6,000 receipts for the current year-to-date receipts compared to none in the prior year. In the current year, \$6,000 was received from Bri-Steel Manufacturing for application fees.

Current year-to-date disbursements totaled \$9,439 for management fees and consultant fees compared to prior year-to-date disbursements totaled \$10,988 for management fees and consultant fees.

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


The schedules are preliminary and may change. However, any changes are expected to be immaterial. Significant changes would result in reissuance of the schedules.

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 M. Barrett  
Municipal Accountant I

Reviewed by:

  
\_\_\_\_\_  
Jake Siebenaler  
Accounting Manager

Approved for issuance:

  
\_\_\_\_\_  
Amy M. Parker, MBA, CPA  
Assistant Controller

**SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS**  
**For the Four Months Ended October 31,**  
**(unaudited) (preliminary)**

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

	<u>2023</u>	<u>2022</u>
<b><u>RECEIPTS</u></b>		
Application fee for Bri-Steel Manufacturing-----	\$6,000	\$-
<b><u>DISBURSEMENTS</u></b>		
Checks issued for previous periods-----	6,105	4,501
Checks issued for the two months ended October 31, 2023 and 2022,		
Management fees - 1362 The Alliance for Economic Development of OKC-----	-	1,666
Management fees - 1363 The Alliance for Economic Development of OKC-----	-	1,667
Consultant Services - 1364 Ernst and Young LLP-----	-	3,154
Management fees - 1381 The Alliance for Economic Development of OKC-----	1,667	-
Management fees - 1382 The Alliance for Economic Development of OKC-----	1,667	-
Total checks issued for the two months ended October 31, -----	<u>3,334</u>	<u>6,487</u>
 Total disbursements -----	 <u>9,439</u>	 <u>10,988</u>
 Net increase (decrease) in cash -----	 (3,439)	 (10,988)
 <b>Beginning cash - July 1,-----</b>	 <b>90,390</b>	 <b>97,821</b>
<b>Ending cash - October 31, -----</b>	 <b><u>\$86,951</u></b>	 <b><u>\$86,833</u></b>

See accompanying notes to financial statements.

**SUPPLEMENTAL LISTING OF CHECKS ISSUED**  
**FISCAL YEAR 2024**  
**For the Four Months Ended October 31, 2023**  
**(unaudited) (preliminary)**

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

**Previously Reported**

1378	The Alliance for Economic Development of OKC-----	\$1,667
1379	The Alliance for Economic Development of OKC-----	1,666
1380	Ernst and Young LLP-----	2,772
	Total-----	<u><b>6,105</b></u>

**Currently Reported**

1381	The Alliance for Economic Development of OKC-----	1,667
1382	The Alliance for Economic Development of OKC-----	1,667
	Total-----	<u><b>3,334</b></u>

	Total-----	<u><u><b>\$9,439</b></u></u>
--	------------	------------------------------

**SUPPLEMENTAL LISTING OF CHECKS ISSUED**  
**FISCAL YEAR 2023**  
**For the Four Months Ended October 31, 2022**  
**(unaudited) (preliminary)**

**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
	Total-----	<u><b>4,501</b></u>

**Currently Reported**

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
	Total-----	<u><b>6,487</b></u>
	Total-----	<u><u><b>\$10,988</b></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](http://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**

<b>Entity</b>	<b>Date Received</b>	<b>Amount</b>	<b>Fee Type</b>
Xerox Corporation	March 2023	\$12,000	Sub zone annual fee
Miraclon Corporation	May 2023	12,000	Sub zone annual fee
Bri-Steel Manufacturing	July 2023	6,000	Application 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.

**The Alliance for Economic Development of  
OKC**

105 N. Hudson Ave. Ste 101  
Oklahoma City, OK 73102 US  
Voice: 405-604-6780

# INVOICE

Invoice Date: 7/5/2023  
Invoice Number: 223

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

Customer PO	Payment Terms	Sales Rep ID	Due Date	
	Net 30 Days		8/03/23	
Description			Amount	
June, 2023 Alliance Services in accordance with Agreement dated 9/18/19			1,666.67	
<p><i>OK</i> <i>Best Rubin</i> <i>07-5-23</i></p>			Subtotal	1,666.67
			Sales Tax	0.00
			Total Invoice Amount	1,666.67
			Payment/Credit Applied	0.00
			<b>TOTAL</b>	<b>1,666.67</b>

**The Alliance for Economic Development**

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

**INVOICE**

Invoice Number: 229  
 Invoice Date: Aug 1, 2023  
 Page: 1

*Duplicate*

Voice: 405-604-6780  
 Fax:

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

<b>Ship to:</b>
105 N. Hudson, Suite 101 Oklahoma City, OK 73102

Customer ID	Customer PO	Payment Terms	
Port Authority		Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		8/1/23

Quantity	Item	Description	Unit Price	Amount
		July, 2023 Alliance Services in accordance with Agreement dated 9/18/19		1,666.67
<i>OK Best Pull 7-31-23</i>				
Subtotal				1,666.67
Sales Tax				
Total Invoice Amount				1,666.67
Payment/Credit Applied				
<b>TOTAL</b>				<b>1,666.67</b>

Check/Credit Memo No.

**The Alliance for Economic Development**

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

# INVOICE

Invoice Number: 234  
Invoice Date: Sep 1, 2023  
Page: 1

Voice: 405-604-6780  
Fax:

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

<b>Ship to:</b>
105 N. Hudson, Suite 101 Oklahoma City, OK 73102

Customer ID	Customer PO	Payment Terms	
Port Authority		Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		9/1/23

Quantity	Item	Description	Unit Price	Amount
		August, 2023 Alliance Services in accordance with Agreement dated 9/18/19		1,666.67
<i>OK Kurt Kuller 8-29-23</i>				

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

Check/Credit Memo No:

**The Alliance for Economic Development**

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

**INVOICE**


Invoice Number: 240  
Invoice Date: Oct 1, 2023  
Page: 1

Voice: 405-604-6780  
Fax:

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

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

Customer ID	Customer PO	Payment Terms	
Port Authority		Net Due	
Sales Rep ID	Shipping Method	Shlp Date	Due Date
	Airborne		10/1/23

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

Subtotal	1,666.67
Sales Tax	
Total Invoice Amount	1,666.67
Payment/Credit Applied	
<b>TOTAL</b>	<b>1,066.67</b>

Check/Credit Memo No:



Ernst & Young LLP  
 200 Plaza Drive  
 Secaucus NJ 07094  
 USA

*OK to pay  
 JPD 8/7/23*      *OK to pay  
 JPD 8/3/23*

**Invoice**

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

**Invoice No.: US01U001307481**  
 Please reference this number on remittance.

Invoice Date: August 02, 2023  
 Due Date: Upon Receipt  
 Client No.: 0012063266  
 Engagement No.: E-67385727  
 PO Ref No:

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

For professional services rendered: June 01, 2023 to July 31, 2023

Attn: Daisy Munoz (daisy.munoz@theallianceokc.org)

Billing services in connection with the Port Authority of Greater Oklahoma City - SOW - Global Trade Routine On-Call Tax Advisory Services. Invoice covers on going grantee support services and assistance with the Bri-Steel FTZ Application.

		<u>USD</u> Amount
Fee		2,772.47
Professional Services		2,772.47
<b>Total Fees &amp; Expenses</b>	<b>Amount</b>	<b>Tax Amount</b>
Taxable		2,772.47
Total Exempt	2,772.47	2,772.47
<b>Total Invoice amount</b>	<b>2,772.47</b>	<b>0.00</b> <b>2,772.47</b>

<p><b>International Wire Transfer:</b>          Wells Fargo Bank, NA          Bank Swift code: WFBIUS6S          Account name: Ernst &amp; Young U.S. LLP          Account number: 2000032587256</p>	<p><b>Domestic Wire and ACH Transfer: (US based banks)</b>          Wells Fargo Bank, NA          Bank ABA#: 121000248          Account name: Ernst &amp; Young U.S. LLP          Account number: 2000032587256</p>
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To ensure proper application of your electronic payment,  
 please provide client and invoice number details directly to:  
 gss.accountsreceivable@xe02.ey.com or fax to 1-866-423-5274



11/13/2023

National Association of Foreign-Trade Zones  
529 14th Street NW  
Washington DC 20045  
Tel (202) 331-1950



BILL TO SHIP TO INSTRUCTIONS

Daisy Munoz  
Same as recipient  
Port Authority of Greater  
Oklahoma City  
Oklahoma City, OK  
73102-4801

*OK to pay  
Daisy  
11/14/23*

INVOICE	DATE	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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1/1/2024 No Invoices

CONTACT NAME	ACCOUNT NUMBER	BALANCE	DESCRIPTION	LINK	TOTAL
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Chuck Mills		350.00	Grantee Additional	<a href="#">Submit payment online here</a>	350.00
Daisy Munoz		1,250.00	Grantee Designated	<a href="#">Submit payment online here</a>	1,250.00

TOTAL PURCHASES	1,600.00
TOTAL PAYMENTS/CREDITS	0.00
TOTAL REMAINING BALANCE	1,600.00

Thank you for your business!

CURRENT	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE
1,600.00	0.00	0.00	0.00

Method of Payment:

Online: [Submit payment online here](#)

Checks: Mail TO:

NAFTZ

PO Box #426063

Washington, DC 20042-6063

ACH: Contact staff for NAFTZ banking info

Please note 12% of dues is NOT tax deductible as a business expense as this amount is utilized for NAFTZ lobbying activities

*OK to pay  
K...  
11-14-23*

OKLAHOMA CITY

Port Authority



105 NORTH HUDSON AVENUE  
SUITE 101

OKLAHOMA CITY, OK  
73102

TELE:  
(405) 604-6780

FAX:  
(405) 232-8317

[www.foreigntradezone106.org](http://www.foreigntradezone106.org)

CHUCK MILLS  
BOARD PRESIDENT

JILL CASTILLA  
BOARD MEMBER

GIRMA MOANING  
BOARD MEMBER

RICHARD TANENBAUM  
BOARD MEMBER

ALEXANDRA VERA-NUNN  
BOARD MEMBER

KENTON TSOODLE  
ZONE ADMINISTRATOR

11/21/2023

Ms. Elizabeth Whiteman  
Executive Secretary  
Foreign-Trade Zones Board  
U.S. Department of Commerce  
1401 Constitution Ave., N.W., Room 21013  
Washington, D.C. 21013

Re: Submission of ASF Usage-Driven Site Application for Canoo Inc. and  
Affiliates

Dear Ms. Whiteman:

By this letter and the enclosed Application, the Port Authority of Greater Oklahoma City, Grantee of Foreign-Trade Zone No. 106, hereby makes an Application for a Usage-Driven site under the Alternative Site Framework (ASF).

The 124-acre site is located at 9528 W I-40 Service Road, Oklahoma City, Oklahoma 73128 which is included within our approved ASF service area.

Canoo Inc. and affiliates will be utilizing the site for production, assembly and warehousing of electric vehicles and its parts and components.

We respectfully request your timely review and approval of this ASF subzone application. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kenton Tsoodle".

Kenton Tsoodle  
Zone Administrator



11/23/2023

Ms. Elizabeth Whiteman  
Executive Secretary  
Foreign-Trade Zones Board  
U.S. Department of Commerce  
1401 Constitution Ave., N.W., Room 21013  
Washington, D.C. 21013

Re: Submission of ASF Usage-Driven Site Application for Canoo Inc. and Affiliates

Dear Ms. Whiteman:

By this letter and the enclosed Application, Canoo Inc. and affiliates (“Canoo”) hereby make an Application for a Usage-Driven site under the Alternative Site Framework (“ASF”).

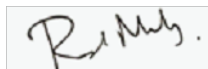
The 124-acre site is located at 9528 W I-40 Service Road, Oklahoma City, Oklahoma 73128 which is included within the Grantee’s approved ASF service area, FTZ 106.

Canoo will be utilizing the site for the production and assembly of electric vehicles or parts, batteries and components of the electric vehicles. In addition, Canoo will warehouse the parts and components of the electric vehicles that will later be used in the production and assembly process.

The proposed project aligns closely with the community’s and state’s international trade goals by promoting exports of advanced electric vehicles and their components to global markets, fostering economic development and job creation, stimulating technological innovation, and supporting environmental sustainability. The project contributes to a more prosperous and sustainable future for the county and its stakeholders.

We respectfully request your timely review and approval of this ASF subzone application. Thank you for your consideration.

Sincerely,

A rectangular box containing a handwritten signature in black ink that reads "R. Murthy".

Ramesh Murthy  
Canoo Inc.

**Application for Subzone or Usage-Driven Designation (“Minor  
Boundary Modification”) Under the Alternative Site Framework (ASF)**

**Instruction Sheet**

This collection of information contains Paperwork Reduction Act (PRA) requirements approved by the Office of Management and Budget (OMB). Notwithstanding any other provision of law, no person is required to, nor shall any person be subject to a penalty for failure to comply with, a collection of information subject to the requirements of the PRA unless that collection of information displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 3.5 hours, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons wishing to comment on the burden estimate or any aspect of this collection of information, or offer suggestions for reducing this burden, should send their comments to the ITA Reports Clearance Officer, International Trade Administration, U.S. Department of Commerce, 14<sup>th</sup> and Constitution Avenue, NW, Washington, DC 20230.

No zone, subzone, zone expansion/reorganization/modification, or production authority may be approved unless a completed application/notification/request has been received (19 U.S.C. 81a-81u; 15 CFR Part 400). The Foreign-Trade Zones Board has no authority to finance zone projects. Its approval is in the form of a grant of authority (license) for operating a facility under foreign-trade zone procedures. The basic requirements for foreign-trade zone applications are found in the regulations of the Foreign-Trade Zones Board (15 CFR Part 400), including Sections 400.21 through 400.25. Application formats are available on the [FTZ Board web site](#).

Corporations submitting applications must be qualified to apply under the laws of the state in which the zone is to be located. Applicants may submit drafts of their applications to the FTZ Staff, which can provide comments and technical assistance in interpreting the Board's regulations.

Applicants should note that conduct of their proposed activity under FTZ procedures would result in an additional, ongoing information-collection burden associated with the Annual Report from Foreign-Trade Zones (OMB Control No. 0625-0109).

FTZ Staff

March 2013

Foreign-Trade Zones Board

U.S. Department of Commerce

1401 Constitution Avenue, N.W., Room 21013

Washington, D.C. 20230

(202) 482-2862

## Alternative Site Framework

### APPLICATION FOR SUBZONE OR USAGE-DRIVEN DESIGNATION (“MINOR BOUNDARY MODIFICATION”)

**NOTE: This format is only for a Minor Boundary Modification (MBM) to propose a “Subzone” or “Usage-Driven” site(s) under the Alternative Site Framework (ASF).**

#### INSTRUCTIONS

**General:** The actual submitted request may take the form of a letter from the grantee requesting approval and answering each question listed below. Alternatively, the request may include a cover letter from the grantee identifying the specific Subzone/Usage-Driven site for which it is requesting approval and then a separate document answering the questions below. Leave each question in place (including its number) and provide your response directly below each question.

**Subzone versus Usage-Driven Designation:** Under the FTZ Board’s regulations (§400.24(c)), a grantee can request designation of a site(s) as a subzone that qualifies for usage-driven status, where warranted by the circumstances and so long as the subzone activity remains subject to the activation limit for the zone in question. As with usage-driven sites, subzone sites designated under this process will be subject to the standard three-year sunset provision.

**Sites versus Parcels:** A "site" is comprised of one or more generally contiguous parcels of land organized and functioning as an integrated unit, such as all or part of an industrial park or airport facility. If parcels do not meet that definition, they must be treated as separate sites.

**Submitted Request Must Be Complete:** Submitted MBM requests must be complete – with the sole allowable exception of any comments from U.S. Customs and Border Protection (CBP), if necessary. Incomplete submitted requests or documents submitted separately will be returned to the sender. The FTZ Staff cannot assemble complete requests from individual elements submitted separately.

If a letter from CBP is not included, a copy of your request must be provided to CBP no later than when the request is submitted to our office (see section 400.38(a) of the FTZ Board’s regulations). When providing the copy to CBP, you can note that the regulations provide CBP with 20 days to submit comment

**Submission of Completed Application:** Submit the final application by email (ftz@trade.gov) (Adobe PDF format preferred; you may use MS Word format if you are unable to submit PDF). The application must include color maps and signed versions of all letters.

**Timing:** Under the FTZ Board’s regulations, the ordinary timeframe to process MBM requests is within 30 days of the FTZ Staff having received a complete request. Timing will depend on receipt of CBP’s comments on the request.

## Alternative Site Framework

### APPLICATION FOR SUBZONE OR USAGE-DRIVEN DESIGNATION (“MINOR BOUNDARY MODIFICATION”)

#### QUESTIONS

1. Please mark the appropriate space below to indicate whether you are requesting “Subzone” or “Usage-Driven” designation for the proposed site(s):

       Subzone              **X**   Usage-Driven

2. List the address of the site(s), including the jurisdiction in which the site(s) falls (town, city, county).

**The site address is 9528 W I-40 Service Road Oklahoma City, Oklahoma 73128.**

3. Explain how the proposed site(s) is within the grantee’s approved ASF service area.

**The proposed site is located within Canadian County, Oklahoma which falls within the ASF service area of Foreign Trade Zone No. 106.**

4. State the proposed acreage of the site(s).

**The proposed site acreage is 124 acres.**

5. Indicate the company for which the site(s) will be designated.

**Canoo Inc. and affiliates**

6. Provide a summary of the company’s planned activities.

**Canoo Inc. and affiliates, including Canoo Technologies Inc. and Canoo Manufacturing Inc., plan to engage in a range of activities focused on the production, assembly, and warehousing of Electric Vehicles (“EVs”) and their associated parts and components.**

7. Indicate the current zoning and the existing and planned buildings (including square footage) for the site(s). (Note: Sites (or areas within a site) with inappropriate zoning – such as agricultural, retail, or residential – are not eligible for FTZ status and should not be proposed in any MBM request.)

**The proposed zone site is designated as industrial.**

**The proposed site includes an existing warehouse with a total of 647,654 square feet.**

8. Confirm that FTZ designation or the use of FTZ procedures is not a requirement or a precondition for future activity or construction at the site(s).

**FTZ designation or the use of FTZ procedures is not a requirement or a precondition for future activity or construction at the site.**

9. List the owner(s). (If a site(s) is not owned by the grantee or the company planning to use the site(s) – as named in response to Question 5 above – then provide a "Right to Use" attachment with documentation demonstrating the right to use the site(s). Such evidence could be a signed letter from the proposed operator on its letterhead attesting to its right to use the property or a letter of concurrence from the owner of the proposed site(s).)

**The site is owned by I-40 OKC Partners LLC.**

**See ATTACHMENT Question 9 – Right to Use**

## ATTACHMENTS

Attach the documents listed below (Items 10 and 11, plus Item 12 if applicable) directly behind the text of your request.

10. A clear and detailed site map showing existing and planned structures. The site boundaries must be outlined clearly in red. Note that if streets or similar landmarks are not legible on the site map, you will also need to provide a detailed street map with the proposed site's boundaries in red. Any map should be no larger than letter-sized (8 1/2" x 11") and clearly labeled, with legends provided for any markings.

### **See ATTACHMENT Question 10 – Proposed Site Boundaries**

11. Comments from U.S. Customs and Border Protection (CBP): The grantee generally should provide comments from CBP with the submitted request. Alternatively, the grantee may provide a copy of the request to CBP at the time the request is submitted to the FTZ Board, in which case the grantee should also communicate with CBP regarding the 20-day timeframe in the FTZ Board's regulations for CBP to provide comments to the FTZ Board.

### **See ATTACHMENT Question 11 - Comments from U.S. Customs and Border Protection (CBP)**

### **Comments will be provided directly by U.S. Customs & Border Protection**

12. If your state (such as TX, KY, AZ) has one or more taxes for which collections will be affected by the proposed FTZ designation of the new site(s), please attach all of the following:
  - A. An explanation of the specific local taxes that will be affected.
  - B. A stand-alone letter that:
    - Lists all of the affected parties;
    - Includes a statement below the list certifying that this is a complete list of all parties that would be affected by this particular request; and,
    - Is signed by an official of the grantee organization.
  - C. Correspondence from all of the affected parties (such as a local school board) indicating their concurrence (or non-objection) regarding the proposed FTZ designation.

### **See ATTACHMENT Question 12 - Taxing Letters**

**ATTACHMENT Question 9**  
**Right to Use Letter**



October 17, 2023

Executive Secretary  
Foreign-Trade Zones Board  
U.S. Department of Commerce  
1401 Constitution Ave.,  
N.W., Room 21013  
Washington, D.C.  
20230

Re: Right to Use Letter for Canoo Inc. - Foreign Trade Zone ASF Usage-Driven Site Application

Dear Executive Secretary,

As described in the referenced ASF application, Canoo Inc. ("Canoo"), an electric vehicle manufacturer, has informed I-40 Partners LLC. ("I-40 Partners") of their intention to store, assemble, and produce electric vehicles or parts and components of the electric vehicles at their Oklahoma City facility within a Foreign Trade Zone ("FTZ").

Canoo leases a site located at 9528 W I-40 Service Road, Oklahoma City, OK, 73128 from I-40 Partners which is the proposed site address of the enclosed ASF Usage-Driven Site application. I-40 Partners hereby consents with Canoo's use of the proposed site as an FTZ.

Please contact Jana Bell on behalf of I40 Partners LLC., at (214) 695-9555 should you have any questions or require additional information.

Sincerely,

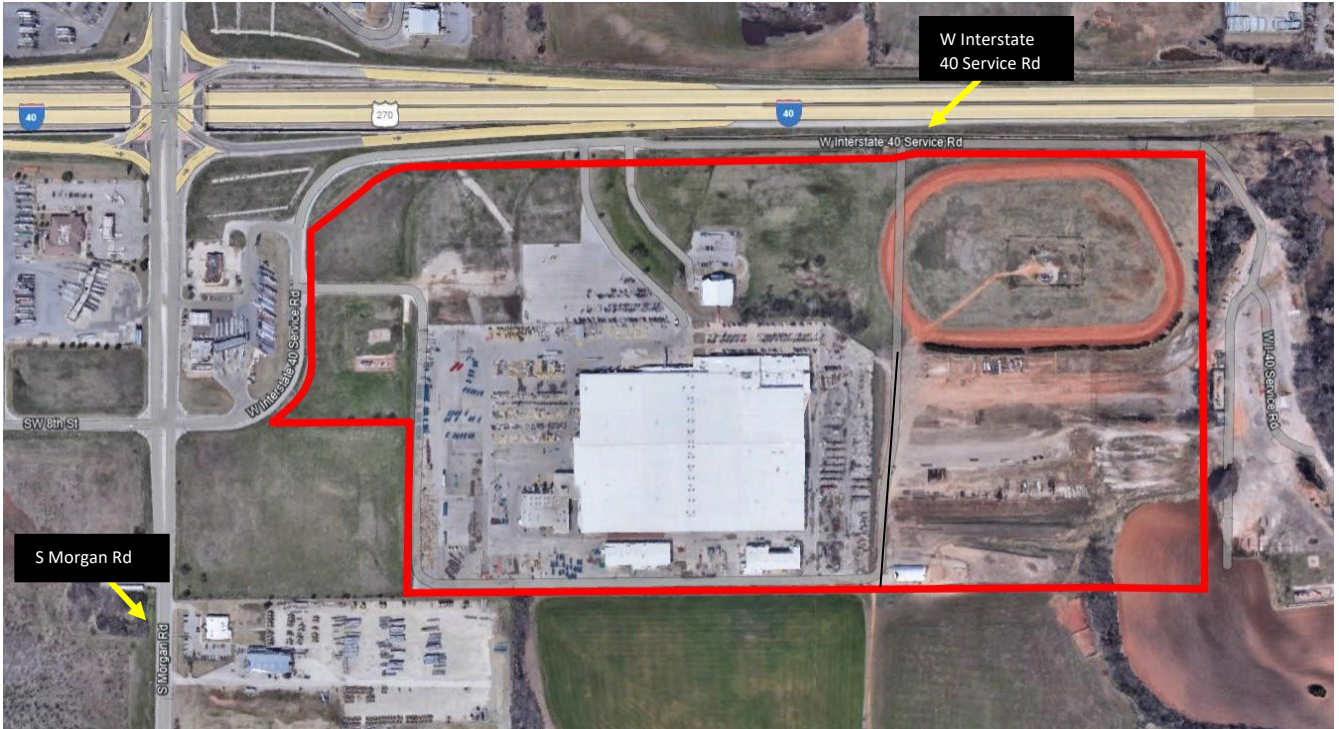
A handwritten signature in blue ink that reads "Jana Bell".

Jana Bell  
Vice President  
I40 Partners LLC

**ATTACHMENT Question 10**

**Proposed Site Boundaries – 124 Acres**

**9528 W I-40 Service Road Oklahoma City, Oklahoma 73128**





**ATTACHMENT Question 11**

**Comments from U.S. Customs and Border Protection (CBP)**

**[TO BE PROVIDED UNDER SEPARATE COVER]**

**ATTACHMENT Question 12**

**Taxing Letters**

OKLAHOMA CITY  
Port Authority



105 NORTH HUDSON AVENUE  
SUITE 101

OKLAHOMA CITY, OK  
73102

TELE:  
405.604-6780  
FAX:  
405.232-8317

[www.foreigntradezone106.org](http://www.foreigntradezone106.org)

CHUCK MILLS  
BOARD PRESIDENT

JILL CASTILLA  
BOARD MEMBER

GIRMA MOANING  
BOARD MEMBER

RICHARD TANENBAUM  
BOARD MEMBER

ALEXANDRA VERA-NUNN  
BOARD MEMBER

KENTON TSOODLE  
ZONE ADMINISTRATOR

December 5, 2023

Ms. Elizabeth Whiteman  
Executive Secretary  
Foreign-Trade Zones Board  
U.S. Department of Commerce  
1401 Constitution Ave., N.W., Room 21013  
Washington, D.C. 21013

Re: Application for ASF Usage-Driven Site of FTZ 106 for Canoo Inc. and  
Affiliates

Dear Ms. Whiteman:

We confirm that the affected taxing jurisdictions for the proposed ASF Usage  
Driven Site Application of FTZ 106 are:

- Canadian County
- The City of Oklahoma City
- Mustang School District

No impact is anticipated on any of the affected taxing jurisdictions. See the  
attached letter from Canoo Inc. and from us regarding the same.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kenton Tsoodle", is written over a faint, larger version of the same signature.

Kenton Tsoodle  
Zone Administrator

**GRANTEE LETTER TO FTZ BOARD RE: COMPANY'S COMMITMENT ON OFFSETTING  
PAYMENTS**

OKLAHOMA CITY  
Port Authority



105 NORTH HUDSON AVENUE  
SUITE 101

OKLAHOMA CITY, OK  
73102

TELE:  
405.604-6780  
FAX:  
405.232-8317

[www.foreigntradezone106.org](http://www.foreigntradezone106.org)

CHUCK MILLS  
BOARD PRESIDENT

JILL CASTILLA  
BOARD MEMBER

GIRMA MOANING  
BOARD MEMBER

RICHARD TANENBAUM  
BOARD MEMBER

ALEXANDRA VERA-NUNN  
BOARD MEMBER

KENTON TSOODLE  
ZONE ADMINISTRATOR

November 21, 2023

Ms. Elizabeth Whiteman  
Executive Secretary  
Foreign-Trade Zones Board  
US Department of Commerce  
1401 Constitution Avenue, NW, Room 21013  
Washington, DC 20230

Re: Application for ASF Usage-Driven Site Designation of Canoo Inc. and  
Affiliates

Dear Ms. Whiteman:

I am writing in reference to the position of local tax agencies regarding the above cited Application. We submit this Application without letters of support (or non-objection) from Canadian County, The City of Oklahoma City, and Mustang School District, which would ordinarily be required before the FTZ Board could process the application.

In that context, as expressed in the attached letter, the user, Canoo Inc. and Affiliates ("Canoo") has committed to FTZ 106 that Canoo will make payments to directly to Canadian County, The City of Oklahoma City, and Mustang School District, to offset fully any FTZ-related negative impact on *ad valorem* tax revenues on tangible personal property stemming from the company's FTZ use (unless the company obtains a letter from each tax entity stating that they do not object to FTZ designation for the facility).

As Grantee, Port Authority of Greater Oklahoma City will take the necessary actions to ensure Canoo's compliance with the above commitment, including requiring deactivation of the facility and submitting a request that the FTZ Board terminate the designation.

Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Daisy Muñoz".

Daisy Muñoz  
Project Manager  
Port Authority of Greater Oklahoma City

| |  
- C A N O O -  
| |

**USER LETTER TO GRANTEE COMMITTING TO MAKE OFFSETTING PAYMENTS**

December 1, 2023  
Daisy Muñoz  
Project Manager  
105 N Hudson Ave, Suite 101  
Oklahoma City OK 73102

Re: Application for ASF Usage-Driven Site Designation of Canoo Inc. and Affiliates

Dear Ms. Muñoz,

I am writing in reference to the potential impact of the usage-driven designation requested for Canoo Inc. and Affiliate, ("Canoo") on *ad valorem* tax revenues on tangible personal property for Canadian County, The City of Oklahoma City, and Mustang School District.

I understand that Canadian County, The City of Oklahoma City, and Mustang School District have not submitted a letter of support (or non-objection) for the application for ASF Usage-Driven Designation, and that the FTZ Board ordinarily would not process the application without those letters. Canoo promises and contractually obligates itself to make separate annual payments to each entity to offset fully any FTZ-related negative impact on *ad valorem* tax revenues on tangible personal property stemming from our FTZ use, unless Canoo obtains a letter from each tax entity stating that they do not object to FTZ designation for our facility. We understand that the application is made and the continuance of the Designation, if received, is contingent upon Canoo's promise and obligation made herein.

We also agree and understand that Port Authority of Greater Oklahoma City may take any action necessary to compliance with the above promise and obligation, including , but not limited to, deactivation of the facility and termination of the designation.

Sincerely,



Ramesh Murthy  
Chief Accounting Officer  
Canoo Inc.

**RESOLUTION APPROVING THE FORM OF THE USAGE-DRIVEN SITE AGREEMENT BETWEEN THE PORT AUTHORITY OF GREATER OKLAHOMA CITY AREA AND CANOO INC.; AND AUTHORIZING THE CHAIR TO EXECUTE THE AGREEMENT AFTER RECEIVING APPROVAL OF THE USAGE-DRIVEN SITE APPLICATION FOR CANOO, INC.**

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

**WHEREAS**, The Port Authority was granted a Foreign-Trade Zone designation on the 14th day of September 1984; and

**WHEREAS**, The Port Authority agrees to apply for and use its best efforts to obtain permission from the Foreign-Trade Zone Board, U.S. Department of Commerce, to establish a Usage Driven Site (“Zone Site”) of Foreign-Trade Zone No. 106 on behalf of Canoo, Inc.; and

**WHEREAS**, if that application is approved, the Port Authority and Canoo, Inc. and/or one of its approved affiliates, will enter into a Usage-Driven Site Agreement to provide the terms of Canoo, Inc.’s use; and

**WHEREAS**, the Port Authority and Canoo, Inc. had negotiated and drafted the terms of that Usage-Driven Site Agreement which is attached hereto as Attachment A and incorporated herein (“Agreement”); and

**WHEREAS**, it is the desire of the Port Authority to approve the form of the Agreement and authorize the Chair of the Port Authority to execute such Agreement upon approval of the Usage-Driven Site Application made on behalf of Canoo, Inc.

**NOW THEREFORE, BE IT RESOLVED**, by The Port Authority of the Greater Oklahoma City Area, the form of the Usage-Driven Site Agreement with Canoo Inc. provided in Attachment A is approved.

**BE IT FURTHER RESOLVED**, by The Port Authority of the Greater Oklahoma City Area, that the Chair is authorized to execute the Usage-Driven Site Agreement with Canoo Inc. provided in Attachment A after receiving approval of the Usage-Driven Site Application for Canoo, Inc.

**APPROVED** by The Port Authority of the Greater Oklahoma City Area this \_\_\_\_\_ day of December, 2023.

**ATTEST:**

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

\_\_\_\_\_  
Secretary

By:

\_\_\_\_\_  
Chair

ATTACHMENT A

USAGE-DRIVEN SITE AGREEMENT

This Agreement entered as hereinafter set forth by and between The Port Authority of the Greater Oklahoma City Area, a duly created authority established pursuant to the laws of the State of Oklahoma (hereinafter also referred to as the "Port Authority") and Canoo Incorporated and affiliates, a foreign for-profit business corporation (hereinafter also referred to as the "FTZ Operator").

**WITNESSETH**

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

**WHEREAS**, The Port Authority was granted a Foreign-Trade Zone designation on the 14th day of September 1984; and

**WHEREAS**, The Port Authority agrees to apply for and use its best efforts to obtain permission from the Foreign-Trade Zone Board, U.S. Department of Commerce, to establish a Usage Driven Site, Subzone Site or a Magnet Site ("Zone Site") of Foreign-Trade Zone No. 106. Property details and the specific FTZ designation being sought is further described in **Exhibit "A"**; and

**WHEREAS**, The FTZ Operator proposes to conduct a Foreign-Trade Zone business within the Zone Site, in accordance with standards as set forth and defined in the Foreign-Trade Zones Act of 1934 (19 USC 81 *et seq.*), as amended, Foreign-Trade Zones Regulations (15 CFR 400 *et seq.*), as amended, and U.S. Customs Regulations (19 CFR 146 *et seq.*), as amended.

NOW, THEREFORE, the parties hereto mutually agree, and covenant as follows:

**1. DEFINITIONS**

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

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

agents, and employees.

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

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

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

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

## **2. FTZ ZONE OPERATOR**

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

## **3. ZONE SITE**

An application for geographical FTZ designation of the Zone Site shall be made by the Port Authority on behalf of the FTZ Operator for the property described in Exhibit "A". The specific type of geographical designation is specified in Exhibit "A".

## **4. CONSIDERATION**

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

FTZ Operator further agrees that it shall either obtain letters of no objection from Canadian County, The City of Oklahoma City, and Mustang School District or in the absence of such letter from any of those entities, shall make a payment to such entity in the amount equal to any FTZ-related negative impact on *ad valorem* tax revenues on tangible personal property stemming from FTZ Operator's FTZ use.



**5. RECORDKEEPING**

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

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

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

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

The Port Authority shall have the right of entry to any area of the Zone Site during normal working hours and upon 14 day written notice to the FTZ Operator.

**6. ZONE SITE OPERATIONS MANUAL**

A. The FTZ Operator shall, be responsible for all cost associated with preparing its own Foreign Trade Zone Operations Manual.

The FTZ Operator shall abide by and operate in accordance with the terms and conditions of the

FTZ #106 Zone Schedule. Failure to abide shall be deemed a breach of this Agreement.

**7. SECURITY**

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

**8. COMPLIANCE**

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

**9. BONDING AND INDEMNIFICATION**

Within 220 days of execution of this Agreement, the FTZ Operator will provide evidence to the Port Authority that it has procured and has in effect a Customs Bond sufficient to cover operations at the Zone Site, in an amount specified by Customs. The FTZ Operator shall indemnify and hold harmless the Port Authority and The City of Oklahoma City for any duties, taxes, fees, charges, or penalties assessed by Customs with respect to Zone Site operations.

FTZ Operator agrees to indemnify the Port Authority, and its respective directors, officers, employees and agents, and hold them harmless from and against any and all claims, actions, damages, liabilities and expenses (including attorney's fees) occurring at the Site, or in connection with or arising out of FTZ Operator 's performance of, or failure to perform, its rights and responsibilities under this Agreement, whether or not such claims, actions, damages, liabilities or expenses are attributable to any act or omission of FTZ Operator, its employees or agents. This

indemnity shall not apply to any claims, actions, damages, liabilities or expenses which are attributable to the negligence of the Port Authority or any of its directors, officers, employees, and agents. In the event any claim subject to the above indemnity is assessed against the Port Authority, the Port Authority agrees to promptly notify FTZ Operator in writing of the claim, and shall provide FTZ Operator an opportunity to defend against such claim. This indemnity shall continue beyond the term of this Agreement with respect to any claims, actions, damages, liabilities, or expenses arising from occurrences, acts or omissions during the term of this Agreement. This Section is solely for the benefit of the parties hereto and is not intended to create or grant any rights, contractual or otherwise, to any other party, and does not waive any governmental immunity available to the Port Authority under law.

**10. OWNERSHIP**

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

**11. COOPERATION**

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

**12. ORIGINALS**

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

**13. NOTICES**

Notices or other communications to the Port Authority pursuant to the provisions hereof

shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

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

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

Canoo Inc. and affiliates  
Attn: Ramesh Murthy, Senior Vice President, Finance and Chief  
Accounting Officer  
9528 W I-40 Service Road  
Oklahoma City, OK 73128

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

**14. TERM**

This Agreement is effective upon execution by both parties and shall be retroactively effective to the date of designation of the Zone Site by the Foreign Trade Zones Board and shall continue until the termination of the foreign trade zone status of the Site, unless sooner terminated as provided herein.

**15. BREACH**

Breach of any provision of this Agreement shall be deemed a breach of the entire Agreement, unless waived pursuant to paragraph twenty-three (23).

**16. TERMINATION**

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

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

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

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

## **17. WHOLE AGREEMENT**

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

## **18. ASSIGNMENT**

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

**19. AGREEMENT CONSTRUED**

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

**20. LOSS OF DESIGNATION**

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

**21. AMENDMENT**

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

**22. NO CLAIM**

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

**23. APPLICABLE LAWS**

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

**24. INDEPENDENT CONTRACTOR STATUS**

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

**25. ZONE SITE ACTIVATION/DEACTIVATION/REACTIVATION**

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

**Deactivation** -- In the event FTZ Operator chooses to deactivate the Zone Site, FTZ Operator shall provide sixty (60) days prior written notice to Port Authority. For purposes of this Agreement, deactivation will occur on the effective date so fixed by Customs. No rebate or refund shall be due the FTZ Operator for any portion of the annual fee or for any period for which an annual fee has been paid and the Zone Site Operations have been deactivated.

**Reactivation** -- If the FTZ Operator wishes to reactivate the site, the FTZ Operator shall pay the current reactivation fee plus the then current unpaid annual fee for the pro rata share of the year remaining until the anniversary date of the initial activation. The amount of the previously paid annual fee shall be credited without interest upon reactivation, if any. The reactivation date shall be determined based upon the date fixed by Customs. Subsequent annual payments shall be

payable in full at the then current rate on or before the anniversary of the original first date of activation of the Zone Site and continue until any future deactivation of the Zone Site. FTZ Operator shall furnish the Port Authority with a copy of any deactivation and reactivation letters provided to Customs.

**26. ZONE SITE SUSPENSION/ RECOMMENCEMENT**

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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.**



**APPROVED** by the Port Authority of the Greater Oklahoma City Area and signed by the  
CHAIRPERSON and Secretary this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

ATTEST:

\_\_\_\_\_  
Secretary  
CHAIRPERSON

**APPROVED** by Canoo Inc., the FTZ Operator, this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2024.

\_\_\_\_\_  
Print Name: Ramesh Marthy  
Print Position: Senior Vice President, Finance and Chief Accounting Officer, Canoo Inc.

ACKNOWLEDGMENT

STATE OF OKLAHOMA        )  
  )        SS.  
COUNTY OF OKLAHOMA    )

SUBSCRIBED and SWORN to before me this \_\_\_ day of \_\_\_\_\_, 2024  
by.

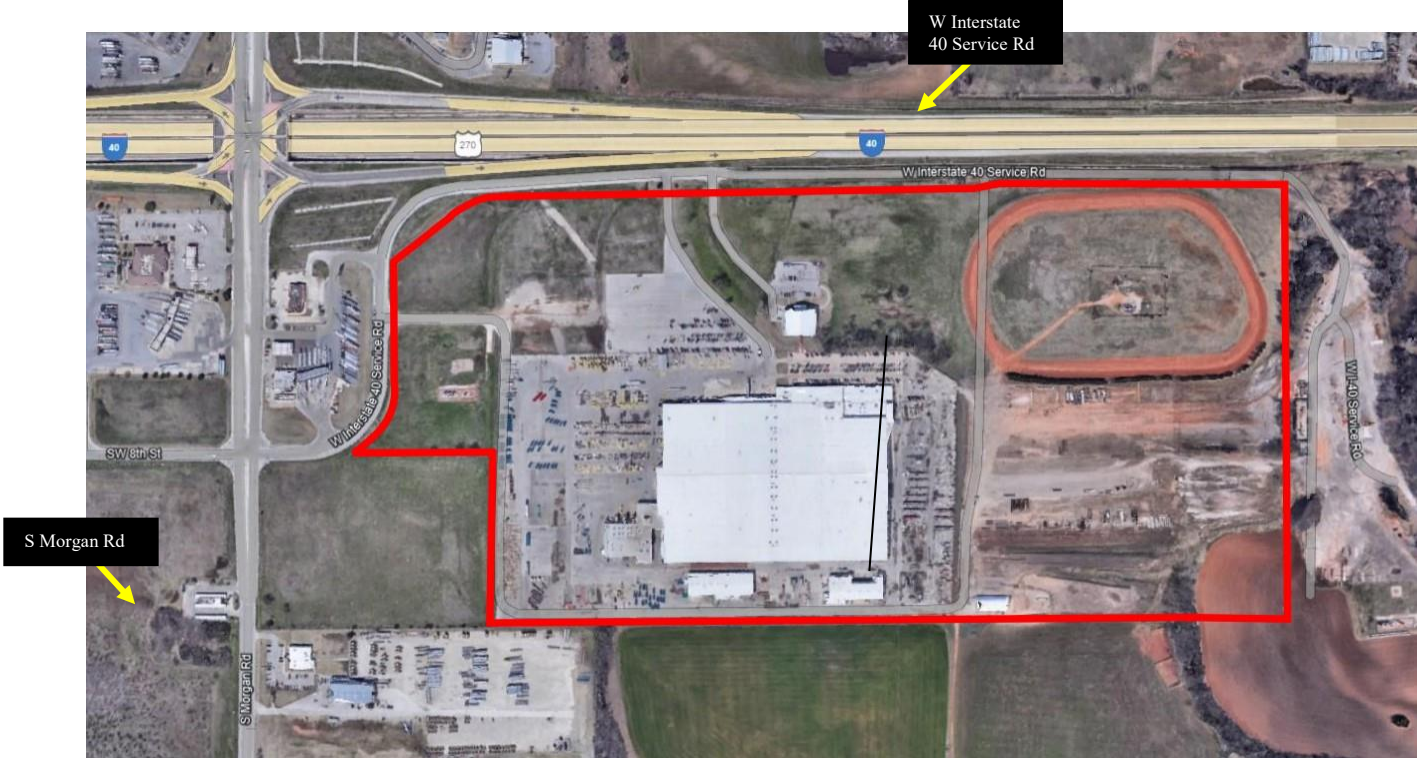
(SEAL)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
My commission number: \_\_\_\_\_

**EXHIBIT A  
(Site Map)**

**Proposed Site Boundaries – 124 Acres  
9528 W I-40 Service Road Oklahoma City, Oklahoma 73128**



## USAGE-DRIVEN SITE AGREEMENT

This Agreement entered as hereinafter set forth by and between The Port Authority of the Greater Oklahoma City Area, a duly created authority established pursuant to the laws of the State of Oklahoma (hereinafter also referred to as the "Port Authority") and Integris International, Inc. d/b/a Bri-Steel Manufacturing, a Texas corporation (hereinafter also referred to as the "FTZ Operator").

### WITNESSETH

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

**WHEREAS**, The Port Authority was granted a Foreign-Trade Zone designation on the 14th day of September 1984; and

**WHEREAS**, The Port Authority has applied for and obtained permission from the Foreign-Trade Zone Board, U.S. Department of Commerce, to establish a Usage Driven Site, Subzone Site or a Magnet Site ("Zone Site") of Foreign-Trade Zone No. 106. Property details and the specific FTZ designation approved is further described in **Exhibit "A"**; and

**WHEREAS**, The FTZ Operator proposes to conduct a Foreign-Trade Zone business within the Zone Site, in accordance with standards as set forth and defined in the Foreign-Trade Zones Act of 1934 (19 USC §81 *et seq.*), as amended, Foreign-Trade Zones Regulations (15 CFR §400 *et seq.*), as amended, and U.S. Customs Regulations (19 CFR §146 *et seq.*), as amended.

**NOW, THEREFORE**, the parties hereto mutually agree, and covenant as follows:

### 1. DEFINITIONS

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

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

agents, and employees.

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

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

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

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

**2. FTZ ZONE OPERATOR**

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

**3. ZONE SITE**

An application for geographical FTZ designation of the Zone Site was approved for the property described in Exhibit "A". The specific type of geographical designation is specified in Exhibit "A".

**4. CONSIDERATION**

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

**5. RECORDKEEPING**

The FTZ Operator shall keep a complete and accurate set of books, accounting ledgers, inventory sheets, records, and other information (hereinafter collectively referred to as "records") required by this Agreement or any other applicable law, regulation, rule, or ordinance of The City

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

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

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

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

The Port Authority shall have the right of entry to any area of the Zone Site during normal working hours and upon 14 day written notice to the FTZ Operator.

## **6. ZONE SITE OPERATIONS MANUAL**

A. The FTZ Operator shall, be responsible for all cost associated with preparing its own Foreign Trade Zone Operations Manual.

B. The FTZ Operator shall abide by and operate in accordance with the terms and conditions of the FTZ #106 Zone Schedule. Failure to abide shall be deemed a breach of this Agreement.

7. **SECURITY**

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

8. **COMPLIANCE**

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

9. **BONDING AND INDEMNIFICATION**

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

FTZ Operator agrees to indemnify the Port Authority and its respective directors, officers, employees and agents, and hold them harmless from and against any and all claims, actions, damages, liabilities and expenses (including attorney's fees) occurring at the Site, or in connection with or arising out of FTZ Operator 's performance of, or failure to perform, its rights and responsibilities under this Agreement, whether or not such claims, actions, damages, liabilities or expenses are attributable to any act or omission of FTZ Operator, its employees or agents. This indemnity shall not apply to any claims, actions, damages, liabilities or expenses which are attributable to the negligence of the Port Authority or any of its directors, officers, employees, and

agents. In the event any claim subject to the above indemnity is assessed against the Port Authority, the Port Authority agrees to promptly notify FTZ Operator in writing of the claim, and shall provide FTZ Operator an opportunity to defend against such claim. This indemnity shall continue beyond the term of this Agreement with respect to any claims, actions, damages, liabilities, or expenses arising from occurrences, acts or omissions during the term of this Agreement. This Section is solely for the benefit of the parties hereto and is not intended to create or grant any rights, contractual or otherwise, to any other party, and does not waive any governmental immunity available to the Port Authority under law.

**10. OWNERSHIP**

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

**11. COOPERATION**

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

**12. ORIGINALS**

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

**13. NOTICES**

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

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

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

Bri-Steel Manufacturing  
Attn: Neil Ramussen, President  
2215 S Van Buren St.  
Enid, OK 73703

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

**14. TERM**

This Agreement is effective upon execution by both parties and shall be retroactively effective to the date of designation of the Zone Site by the Foreign Trade Zones Board and shall continue until the termination of the foreign trade zone status of the Site, unless sooner terminated as provided herein.

**15. BREACH**

Breach of any provision of this Agreement shall be deemed a breach of the entire Agreement, unless waived pursuant to paragraph twenty-three (23).

**16. TERMINATION**

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

This Agreement may also be terminated for cause, for which FTZ Operator must provide



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

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

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

## **17. WHOLE AGREEMENT**

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

## **18. ASSIGNMENT**

Both parties agree not to assign this Agreement or any portion hereof without written

permission of the other party hereto, except an assignment to a subsidiary, affiliate, or parent of FTZ Operator, provided no such assignment shall be effective until notice and approval by the Port Authority and approval of Customs and the Foreign-Trade Zone Board. The FTZ Operator shall be and remain responsible for preparation of any required documents and payment of any applicable fees or charges adopted by the Port Authority, Customs, or the Foreign-Trade Zone Board.

**19. AGREEMENT CONSTRUED**

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

**20. LOSS OF DESIGNATION**

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

**21. AMENDMENT**

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

**24. NO CLAIM**

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

**25. APPLICABLE LAWS**

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

**26. INDEPENDENT CONTRACTOR STATUS**

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

**27. ZONE SITE ACTIVATION/DEACTIVATION/REACTIVATION**

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

**Deactivation** -- In the event FTZ Operator chooses to deactivate the Zone Site, FTZ Operator shall provide sixty (60) days prior written notice to Port Authority. For purposes of this Agreement, deactivation will occur on the effective date so fixed by Customs. No rebate or refund shall be due the FTZ Operator for any portion of the annual fee or for any period for which an annual fee has been paid and the Zone Site Operations have been deactivated.

**Reactivation** -- If the FTZ Operator wishes to reactivate the site, the FTZ Operator shall pay the current reactivation fee plus the then current unpaid annual fee for the pro rata share of the year remaining until the anniversary date of the initial activation. The amount of the previously paid annual fee shall be credited without interest upon reactivation, if any. The reactivation date shall be determined based upon the date fixed by Customs. Subsequent annual payments shall be

payable in full at the then current rate on or before the anniversary of the original first date of activation of the Zone Site and continue until any future deactivation of the Zone Site. FTZ Operator shall furnish the Port Authority with a copy of any deactivation and reactivation letters provided to Customs.

**28. ZONE SITE SUSPENSION/ RECOMMENCEMENT**

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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.**

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

CHAIRPERSON and Secretary this 29 day of AUGUST, 2023.

ATTEST:

\_\_\_\_\_  
Secretary

Charles Mills  
CHAIRPERSON

Port Authority for the Greater Oklahoma City Area

Foreign-Trade Zone No. 106

APPROVED by Integris International, Inc. d/b/a Bri-Steel Manufacturing this 22 day of August, 2023.

Neil Ramussen  
Print Name: Neil Ramussen  
Print Position: President, Bri-Steel Manufacturing

ACKNOWLEDGMENT

STATE OF OKLAHOMA        )  
  )     SS.  
COUNTY OF OKLAHOMA    )

SUBSCRIBED and SWORN to before me this 22 day of August, 2023 by Neil Ramussen as President of Integris International, Inc. d/b/a Bri-Steel Manufacturing.

(SEAL)

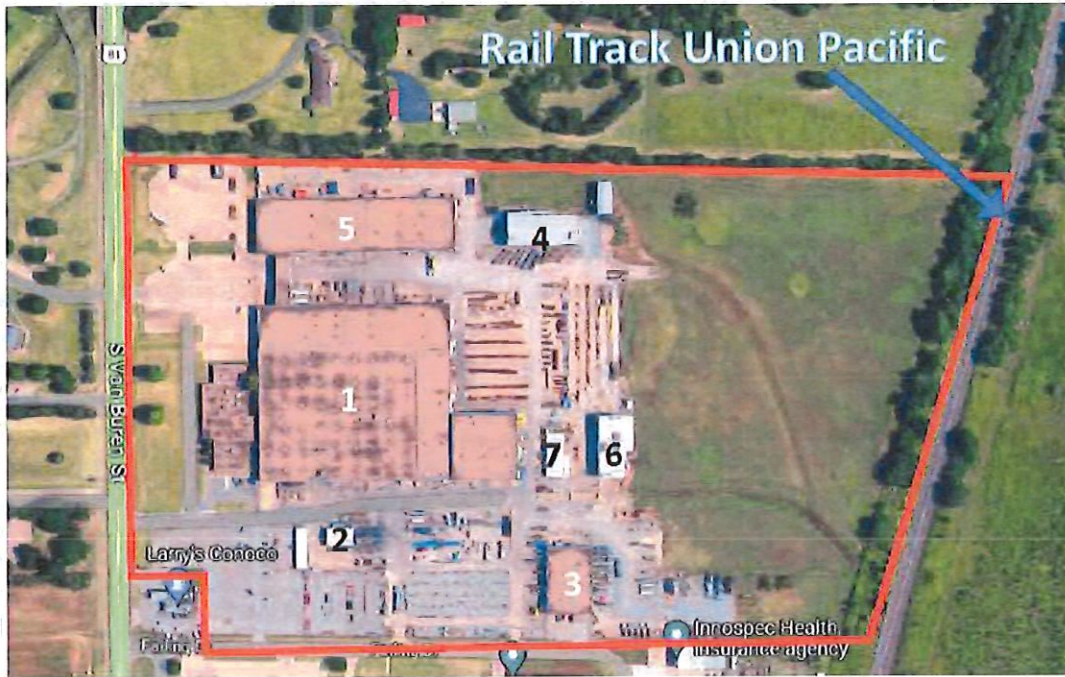
Briana Gonzales  
Notary Public

My commission expires: June 2024  
My commission number: 20000148



**EXHIBIT A**  
**(Site Map)**

Usage-Driven Site 19 under the Alternative Site Framework (ASF)  
Bri-Steel Manufacturing  
2215 S Van Buren Street, Enid, Oklahoma 73703



Site Details

- 328,674± Gross Building SF
- +45.36± Acres
- +Fenced and Paved Lot
- +Clear Height: Up to 29'
- +I-2 Zoning
- +Built in 1962
- +58 Bridge Cranes



**EXHIBIT B**  
**(Fee Schedule)**

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Foreign Trade Zone No.106 Grantee Fee Schedule  
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**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](mailto:ftz@trade.gov).

# **FOREIGN-TRADE ZONE #106** **ZONE SCHEDULE**



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

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



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**FOREIGN TRADE ZONE NO.106**

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

**GENERAL OFFICE:**

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

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## SECTION I - AUTHORITY

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

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

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

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

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

**Statutory and Regulatory Authority:**

Foreign-Trade Zones Act: 19 U.S.C. 81

Foreign-Trade Zones Board Regulations: 15 CFR 400

Customs & Border Protection Regulations: 19 CFR 146

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

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

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**SECTION II - GENERAL RULES & REGULATIONS**

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

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

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

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

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

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

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

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

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

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portions in or about the Zone.

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

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

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

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

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

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**SECTION III – RATES, CHARGES AND FEES**

**GRANTEE FEES**

Fees	Description of Fees	
<b>A.) Application Fees</b>		
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>B.) Annual Operating Fee</b>		
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
<b>C.) Deactivation Fee</b>	One-Time/Non-Refundable	\$1,500
<b>D.) Reactivation Fee</b>	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 15<sup>th</sup> of that fiscal year or within 40 days of activation (the annual fee shall be prorated according to the number of months in that calendar year during which the agreement is in effect). The Grantee will forward the Operator an invoice one month before the annual fee is due.

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

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**Explanation of Grantee Fees**

**Application Fee:**

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

**Annual Operating Fee:**

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

**Deactivation Fee:**

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

**Reactivation Fee:**

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

**FEDERAL CHARGES (FOREIGN TRADE ZONES BOARD)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Port Authority



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BOARD CHAIR

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BOARD MEMBER

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BOARD MEMBER

RICHARD TANENBAUM  
BOARD MEMBER

ALEXANDRA VERA-NUNN  
BOARD MEMBER

KENTON TSOODLE  
ZONE ADMINISTRATOR

To: Oklahoma City Port Authority Board Members  
From: Kenton Tsoodle, Zone Administrator  
Date: December 11, 2023  
Ref: 2024 Meeting Dates

The schedule below describes the Regular Board Meetings for the Oklahoma City Port Authority for 2024. The meetings are set for the third Wednesday of every other month at 12 noon beginning in January 2024.

- Regular Meeting on January 17, 2024 at 12:00 p.m.
- Regular Meeting on March 20, 2024 at 12:00 p.m.
- Regular Meeting on May 15, 2024 at 12:00 p.m.
- Regular Meeting on July 17, 2024 at 12:00 p.m.
- Regular Meeting on September 18, 2024 at 12:00 p.m.
- Regular Meeting on November 20, 2024 at 12:00 p.m.

All meetings will take place at the conference room of the Alliance office at 105 N. Hudson, Suite 101, Oklahoma City, Oklahoma.