

Sonia Sierra

From: Krystal Permanan
Sent: Tuesday, April 16, 2024 12:07 PM
To: Sonia Sierra
Cc: Lynn Solomon
Subject: RE: Foreign Trade Zone Operating Agreement - Universal Marine Center - Airport

Hello Sonia,

I sent it over the instant I received it. The information has been reviewed.

Thanks.

KRYSTAL PERMANAN

AIRPORT BUSINESS DEVELOPMENT ADMINISTRATOR

KPERMANAN@FORTLAUDERDALE.GOV | P: (954) 828-4977

6000 N.W. 21ST AVENUE | FORT LAUDERDALE, FL 33309

 CITY OF FORT LAUDERDALE | WWW.FLYFXE.COM



From: Sonia Sierra <SSierra@fortlauderdale.gov>
Sent: Tuesday, April 16, 2024 10:32 AM
To: Krystal Permanan <KPermanan@fortlauderdale.gov>
Cc: Lynn Solomon <LSolomon@fortlauderdale.gov>
Subject: RE: Foreign Trade Zone Operating Agreement - Universal Marine Center - Airport
Importance: High

Hi Krystal,
Pleased advise why this agreement is just getting signed at this time? Also confirm you have reviewed it against the final copy and it is correct. I will be updating the City's signature page manually.

Best Regards,

Sonia Sierra

Paralegal

1 East Broward Blvd., Suite 1605

Fort Lauderdale, FL 33301

(954) 828-5598 | ssierra@fortlauderdale.gov



CITY OF FORT LAUDERDALE
CITY ATTORNEY'S OFFICE

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From: Lynn Solomon <LSolomon@fortlauderdale.gov>
Sent: Tuesday, April 16, 2024 10:26 AM
To: Sonia Sierra <ssierra@fortlauderdale.gov>
Cc: Krystal Permanan <KPermanan@fortlauderdale.gov>
Subject: RE: Foreign Trade Zone Operating Agreement - Universal Marine Center - Airport

Is this a new agreement? or completing one that our office has already reviewed?

From: Sonia Sierra <ssierra@fortlauderdale.gov>
Sent: Tuesday, April 16, 2024 10:23 AM
To: Lynn Solomon <LSolomon@fortlauderdale.gov>
Cc: Krystal Permanan <KPermanan@fortlauderdale.gov>
Subject: Foreign Trade Zone Operating Agreement - Universal Marine Center - Airport

Good morning,
We are in receipt of the attached document, 2 original copies. I wanted confirmation that I should update the signature pages as per attached.

Best Regards,
Sonia Sierra
Paralegal
1 East Broward Blvd., Suite 1605
Fort Lauderdale, FL 33301
(954) 828-5598 | ssierra@fortlauderdale.gov



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CITY ATTORNEY'S OFFICE

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Attachments: [Commission Agenda Memo #14-0424.docx](#)
[Ex 1 - CAM 14-0302.pdf](#)
[Ex 2 - Historic Preservation Grant Award Agreement.pdf](#)
[Ex 3 - King-Cromartie House Roof Estimate.pdf](#)
[Ex 4 - New River Bids.pdf](#)
[Ex 5 - Estimated Construction Costs Provided by Bonnie Flynn.pdf](#)
[Ex 6 - SECOND AMENDMENT TO AGREEMENT FINAL.pdf](#)
[Ex 7-Resolution.pdf](#)

ADOPTED

Aye: 5 - Mayor Seiler, Vice-Mayor Roberts, Commissioner Trantalis,
Commissioner DuBose and Commissioner Rogers

CR-2

QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM -
RECOMMENDING PROJECT COMPACT as a qualified target
industry business applicant and providing local support in the amount
of \$190,800 contingent upon approval by State of Florida

Attachments: [Commission Agenda Memo - 14-0397](#)
[EX 1 - Resolution](#)

REMOVED FROM AGENDA**CR-3**

NEW FOREIGN TRADE ZONE SITES - authorizing City Manager to
submit applications and execute operator agreements subject to
approval of Foreign Trade Zones Board and activation request by U.S.
Customs and Border Protection

Attachments: [Commission Agenda Memo #14-0445](#)
[Ex. 1- Resolution CAM 14-0445](#)

ADOPTED

Aye: 5 - Mayor Seiler, Vice-Mayor Roberts, Commissioner Trantalis,
Commissioner DuBose and Commissioner Rogers

CR-4

REIMBURSEMENT FOR INFORMATION TECHNOLOGY
EQUIPMENT AND SERVICES - U.S. CUSTOMS AND BORDER
PROTECTION FACILITY AT EXECUTIVE AIRPORT - Memorandum
of Agreement

Attachments: [Exhibit 1 - U.S. Customs and Border Protection Memo](#)
[Commission Agenda Memo #14-0446](#)
[Exhibit 2 - Cost Estimate](#)
[Exhibit 3 - Memorandum of Agreement](#)
[Exhibit 4 - RESO re CBP at FXE](#)

ADOPTED

RESOLUTION NO. 14-69

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATIONS TO ACTIVATE NEW FOREIGN TRADE ZONE SITES AND TO EXECUTE FOREIGN TRADE ZONE OPERATOR AGREEMENTS, ON BEHALF OF THE CITY OF FORT LAUDERDALE AS THE FTZ-241 GRANTEE.

WHEREAS, legislation defines a Foreign-Trade Zone ("FTZ") as a parcel of land deemed to be outside the United States for purposes of duty assessment, enabling the companies in the FTZ to defer, reduce and/or eliminate import duties; and

WHEREAS, applicable duties in the FTZ are only levied when goods are withdrawn from the FTZ and entered into the U.S. commerce; and

WHEREAS, the Fort Lauderdale Executive Airport's ("FXE") goal of the program is to promote development of FXE's Industrial Airpark, serve businesses engaged in international commerce in the Greater Fort Lauderdale area, and maximize the City's business retention and attraction efforts; and

WHEREAS, the City of Fort Lauderdale ("City") wishes to grant authority to the City Manager to submit applications to activate new FTZ sites to the Foreign Trade Zone Board ("FTZB") as the FTZ-241 Grantee for the purpose of expediting and attracting FTZ businesses; and

WHEREAS, the City further wishes to grant authority to the City Manager to approve and execute Foreign Trade Zone Operator Agreements ("FTZOA") on behalf of the City as the FTZ-241 Grantee subject to the approval of the FTZB and activation by the U.S. Customs and Border Protection; and

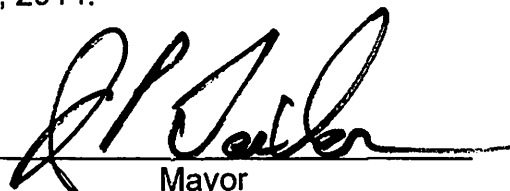
WHEREAS, this item was reviewed and approved by the Aviation Advisory Board at its March 27, 2014 meeting;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the City Commission of the City of Fort Lauderdale hereby grants the City Manager the authority to submit applications to activate new FTZ sites to the Foreign Trade Zone Board as the FTZ-241 Grantee for the purpose of expediting and attracting FTZ businesses and to approve and execute Foreign Trade Zone Operator Agreements on behalf of the City as the FTZ-241 Grantee subject to the approval of the FTZ Board and activation by the U.S. Customs and Border Protection.

SECTION 2. That this Resolution shall be in full force and effect upon final passage.

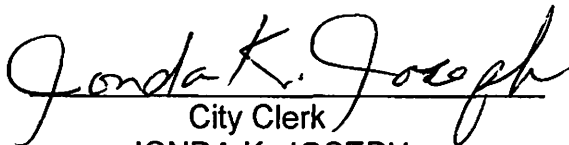
ADOPTED this the 15th day of April, 2014.



Mayor

JOHN P. "JACK" SEILER

ATTEST:



City Clerk

JONDA K. JOSEPH

L:\COMM 2014\Resolutions\April 15\14-69.docx



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#14-0445

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Lee R. Feldman, ICMA-CM, City Manager

DATE: April 15, 2014

TITLE: A resolution authorizing the City Manager, to submit Foreign Trade Zone applications and approve and execute General Purpose Operating Agreements with Foreign Trade Zone (FTZ) operators on behalf of the City of Fort Lauderdale as the FTZ-241Grantee.

Recommendation

It is recommended that the City Commission approve a resolution authorizing the City Manager,

1. Submit applications to activate new foreign trade zone sites to the Foreign Trade Zones Board as the FTZ-241Grantee for the purpose of expediting and attracting FTZ businesses.
2. Approve and Execute Foreign Trade Zone Operator Agreements on behalf of City of Fort Lauderdale as the FTZ-241 Grantee subject to approval of the Foreign Trade Zones Board and activation by the U.S. Customs

Background

Congress enacted legislation implementing the FTZ program in 1934 in order to increase foreign investment, job creation, and economic activity in the United States. The legislation defines a Foreign-Trade Zone as a parcel of land deemed to be outside the United States for purposes of duty assessment. Companies located in an FTZ are able to defer, reduce, and/or eliminate import duties and any applicable duty is levied only when goods are withdrawn from the FTZ and entered into the commerce of the United States.

The City of Fort Lauderdale established Foreign-Trade Zone 241 (FTZ 241) on April 19, 2000 under a Grant of Authority from the Foreign-Trade Zones Board (US Secretary of Commerce and US Secretary of Treasury). The goal of the program was to promote development of the Executive Airport Industrial Airpark, serve businesses engaged in international commerce in the greater Fort Lauderdale area, and maximize the City's business retention and attraction efforts.

Originally, seven area sites, totaling 1,266 acres, were included in FTZ-241 with Fort Lauderdale Executive Airport and Industrial Airpark serving as the hub site. In 2005 the Zone was restructured to five sites totaling 1,219 acres with the removal of certain ineligible sites. On April 30, 2013 the Zone was reorganized under the Alternative Site Framework (ASF), which allows for faster, more efficient designation and activation of eligible companies. As part of this process, the Zone was further restructured to remove one additional inactive site and reduce the designated acreage to 873 acres.

As Grantee the City does not get involved in the actual operations pertaining to zone activities, but does sponsor companies to come into the zone and operate under the aforementioned Grant of Authority. The City's FTZ program allows companies with the appropriate level of expertise and need to conduct Zone activities at their respective sites by entering into an Operator Agreement with the City.

The resolution requested is beneficial in that it provides greater flexibility and responsiveness for establishing and managing FTZ sites to serve individual companies' needs by utilizing a more streamlined process. Staff will keep City Commission informed each time a Foreign Trade Zone application is submitted to the Foreign Trade Zone Board.

This item was reviewed and approved by the Aviation Advisory Board at its March 27, 2014 meeting.

Resource Impact

There is no fiscal impact associated with this action.

Strategic Connections

This item is a *Press Play Fort Lauderdale Strategic Plan 2018* initiative, included within the **Business Development Cylinder of Excellence**, specifically advancing:

- **Goal 7:** Be a well-positioned City within the global economic and tourism markets of the South Florida region, leveraging our airports, port, and rail connections.
- **Objective 4:** Deliver best-in-class regional general aviation airport amenities and services to domestic and international.
- **Initiative 3:** Promote and develop the Foreign-Trade Zone to grow import and export businesses.

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Prosperous*

Attachment:

Exhibit 1 – Resolution

Prepared by: Mark J. Cervasio, Acting Airport Manager

Department Director: Diana Alarcon, Director Transportation & Mobility

April 15, 2014
#14-0445

Page 2 of 2

Yea: 4 - Vice Mayor Moraitis, Commissioner Glassman, Commissioner Sorensen and Mayor Trantalis

Nay: 1 - Commissioner McKinzie

CONSENT RESOLUTION

CR-1 22-0013 Resolution Approving the Consolidated Budget Amendment to Fiscal Year 2022 - Appropriation - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 4 - Vice Mayor Moraitis, Commissioner Glassman, Commissioner Sorensen and Mayor Trantalis

Nay: 1 - Commissioner McKinzie

CR-2 22-0101 Resolution Appointing the Law Firm of Nabors Giblin & Nickerson, P.A., as Special Counsel, to Represent the City of Fort Lauderdale in Connection with the Unsolicited Proposal and Project Submitted by IDE Technologies/Ridgewood Infrastructure, or if Necessary any Subsequent-Ranked Proposers, for the Design, Construction, Operation, and Maintenance of a New Water Treatment Plant and Associated Systems for the City's Water Utility, Including any Associated Regulatory and Contractual Matters - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 4 - Vice Mayor Moraitis, Commissioner Glassman, Commissioner Sorensen and Mayor Trantalis

Nay: 1 - Commissioner McKinzie

CR-3 22-0160 Resolution Approving a Highway Maintenance Memorandum of Agreement with the Florida Department of Transportation for the Cypress Creek Mobility Hub Project on NW 59th Court and NW 6th Way - (Commission District 1)

ADOPTED

Yea: 4 - Vice Mayor Moraitis, Commissioner Glassman, Commissioner Sorensen and Mayor Trantalis

Nay: 1 - Commissioner McKinzie

CR-4 22-0218 Resolution Approving Retroactive Revisions to the Foreign Trade Zone No. 241 Zone Schedule, Fees and Other Changes - (Commission District 1)

ADOPTED

Yea: 4 - Vice Mayor Moraitis, Commissioner Glassman, Commissioner Sorensen and Mayor Trantalis

Nay: 1 - Commissioner McKinzie

CONSENT PURCHASE

CP-1 22-0026

Motion Approving a Design-Build Agreement for the Design-Build Gravity Pipe Improvements to the Downtown Collection System to Murphy Pipeline Contractors, LLC., - \$3,100,150 - (Commission District 4)

APPROVED

Yea: 4 - Vice Mayor Moraitis, Commissioner Glassman, Commissioner Sorensen and Mayor Trantalis

Nay: 1 - Commissioner McKinzie

CP-2 22-0153

Motion Approving Addendum to Contract for the Purchase and Installation of Sports Lighting via Clay County Contract - Musco Sports Lighting, LLC - \$709,000 - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 4 - Vice Mayor Moraitis, Commissioner Glassman, Commissioner Sorensen and Mayor Trantalis

Nay: 1 - Commissioner McKinzie

CP-3 22-0288

Motion Approving an Agreement for Fireworks Display, 4th of July to Exposhow Inc. - \$113,600 - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 4 - Vice Mayor Moraitis, Commissioner Glassman, Commissioner Sorensen and Mayor Trantalis

Nay: 1 - Commissioner McKinzie

CP-4 22-0265

Motion Approving the Ratification of Agreement for Sexual Assault Response Team Kit Testing - Bode Cellmark Forensics, Inc. - \$99,999 - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 4 - Vice Mayor Moraitis, Commissioner Glassman, Commissioner Sorensen and Mayor Trantalis

Nay: 1 - Commissioner McKinzie

RESOLUTION NO. 22-67

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING THE REVISED AND SUBSEQUENTLY UPDATED FORT LAUDERDALE FOREIGN TRADE ZONE SCHEDULE; DELEGATING AUTHORITY TO THE CITY MANAGER TO APPROVE FUTURE REVISIONS, INCLUDING CHANGES IN THE FEE SCHEDULE TO THE FOREIGN TRADE ZONE SCHEDULE; AUTHORIZING THE SUBMITTAL OF THE FOREIGN TRADE ZONE SCHEDULE AND ANY REVISIONS THERETO TO THE EXECUTIVE SECRETARY OF THE FOREIGN TRADE ZONES BOARD AND ANY OTHER NECESSARY OR PROPER OFFICIALS OR AGENCIES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS the City of Fort Lauderdale established Foreign-Trade Zone 241 (FTZ-241) on April 19, 2000, under a Grant of Authority from the Foreign-Trade Zones Board (US Secretary of Commerce and US Secretary of Treasury); and

WHEREAS, on January 4, 2000, under Resolution No. 00-1, the City Commission approved the initial Foreign Trade Zone Schedule; and

WHEREAS, On March 28, 2014, the former City Manager, submitted to the City Commission an informational memorandum 14-053 indicating changes in the fee structure to the Foreign Trade Zone Schedule.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the City Commission of the City of Fort Lauderdale hereby approves the Foreign Trade Zone Schedule as set forth in City Manager Memorandum No. 14-053.


SECTION 2. That the City Commission of the City of Fort Lauderdale hereby approves the revised Foreign Trade Zone Schedule as attached to Commission Agenda Memorandum No. 22-0218.

SECTION 3. That the City Commission hereby delegates authority to the City Manager to approve changes, revisions and/or modifications to future Foreign Trade Zone Schedules, including changes to the fee schedule and further authorizes the City Manager, or his designee, to transmit such schedules to the appropriate federal, state or local officials and/or agencies.

SECTION 4. That if any clause, section, or other part of this Resolution shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Resolution shall not be affected thereby but shall remain in full force and effect.

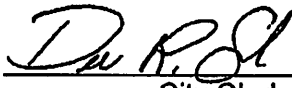
SECTION 5. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this 5th day of April, 2022.



Mayor
DEAN J. TRANTALIS

ATTEST:



City Clerk
DAVID R. SOLOMAN

Dean J. Trantalis Yea

Heather Moraitis Yea

Steven Glassman Yea

APPROVED AS TO FORM:

Robert L. McKinzie Nay

Ben Sorensen Yea



City Attorney
ALAIN E. BOILEAU



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#22-0218

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Chris Lagerbloom, ICMA-CM, City Manager

DATE: April 5, 2022

TITLE: Resolution Approving Retroactive Revisions to the Foreign Trade Zone No. 241 Zone Schedule, Fees and Other Changes – **(Commission District 1)**

Recommendation

Staff recommends the City Commission adopt a resolution authorizing retroactive revisions to the Foreign Trade Zone No. 241 (FTZ-241) Zone Schedule fees and other changes, as of March 28, 2014, and authorize the City Manager to approve and execute future revisions of the FTZ-241 Zone Schedules.

Background

The City of Fort Lauderdale established FTZ-241 on April 19, 2000, under a Grant of Authority from the Foreign-Trade Zones Board (US Secretary of Commerce and US Secretary of Treasury). Since inception, the goal of the program is to promote development of the Executive Airport Industrial Airpark, serve businesses engaged in international commerce in the greater Fort Lauderdale area, and maximize the City's business retention and attraction efforts. The Zone Schedule sets forth the operational structure of FTZ-241 and the regulations and fees associated with active zone operations.

On March 28, 2014, Lee R. Feldman, former City Manager, submitted to the City Commission an informational memorandum 14-053 indicating revised fees to the FTZ-241 Zone Schedule (Exhibit 1). This memorandum was informational only and should have gone to the City Commission for approval, but never did. The FTZ-241 program has been operating with the revised fees stated in the informational memorandum since 2014.

On April 15, 2014, a resolution authorizing the City Manager to approve and execute FTZ-241 Operator Agreements as the Grantee of FTZ-241 was approved by the City Commission (Exhibit 2). The described authorization did not include a provision for the City Manager to approve and execute the FTZ-241 Zone Schedule, which comprises the fees.

Upon review of the FTZ-241 program, staff recommends the following revisions to the FTZ-241 Zone Schedule (Exhibit 3):

- Authorize the fees according to Exhibit 1.

- Section I. Foreign Trade Zone No. 241 Administration Directory.
- Omit the Site Descriptions.
- Update Section numbers and various changes throughout the document, as recommended by the FTZ Board.

Staff recommends approving the revised FTZ-241 zone schedule retroactively as of March 28, 2014; authorize the City Manager to approve and execute future FTZ-241 Zone Schedules, and revisions.

Resource Impact

There is no fiscal impact associated with this action.

Strategic Connections

This item supports the *Press Play Fort Lauderdale 2024 Strategic Plan*, specifically advancing:

- The Business Development Focus Area
- Goal 5: Build an attractive global and local economic community marketplace.
- Objective: Provide the best-in-class regional general aviation airport amenities and services
- Objective: Create a responsive and proactive business climate to attract emerging industries

This item advances the *Fast-Forward Fort Lauderdale Vision Plan 2035: We are Prosperous*.

This item supports the *Advance Fort Lauderdale Comprehensive Plan*, specifically advancing:

- The Business Development Focus Area
- The Economic Development Element
- Goal 3: Recognize and include in economic development planning the role of Port Everglades and the Fort Lauderdale-Hollywood International Airport and Fort Lauderdale Executive Airports.

Attachments

Exhibit 1 – Commission Memorandum No. 14-053

Exhibit 2 – CAM #14-0445

Exhibit 3 – Redlined FTZ-241 Zone Schedule

Exhibit 4 – Revised FTZ-241 Zone Schedule

Exhibit 5 – Resolution

Prepared by: Rufus A. James, Airport Director – City Manager's Office
Krystal Permanan, Airport Business Assistance Administrator

Charter Officer: Chris Lagerbloom, ICMA-CM, City Manager

FOREIGN-TRADE ZONE OPERATING AGREEMENT

BETWEEN

**CITY OF FORT LAUDERDALE
FORT LAUDERDALE EXECUTIVE AIRPORT
FORT LAUDERDALE, FLORIDA
GRANTEE OF FTZ NO. 241**

AND

**UNIVERSAL MARINE CENTER, INC,
SITE 26
Usage Driven Site**

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FOREIGN TRADE ZONE OPERATOR AGREEMENT

This Foreign-Trade Zone Operator Agreement ("Agreement") made and entered into by and between the CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, located at Foreign-Trade Zone No. 241, (hereinafter "Grantee" or "City"), and Universal Marine Center, Inc. a Florida Limited Liability Company, authorized to do business in the state of Florida having its principal address at 2700 SW 25th Terrace Fort Lauderdale, FL 33312 (hereinafter "Operator" or "Foreign-Trade Zone Operator"), dated this 24th day of April, 2024.

WITNESSETH:

WHEREAS, the Foreign-Trade Zones Act of 1934, as amended, 19 U.S.C. §81, et seq. (hereinafter "the Act"), authorized the Foreign-Trade Zones Board (hereinafter "FTZB") to grant to certain corporations the privilege of establishing, operating, and maintaining Foreign-Trade Zones in or adjacent to ports of entry under the jurisdiction of the United States of America; and

WHEREAS, Grantee applied for a grant to establish, operate, and maintain a Foreign-Trade Zone, and FTZB approved the grant of said application on the 6th day of April 2000 under Order No. 1081, and established Foreign-Trade Zone No. 241 at the Fort Lauderdale Executive Airport and six (6) other qualified sites within Broward County, Florida (hereinafter "Zone No. 241" or "Zone"); and

WHEREAS, Operator presently desires to operate on a certain parcel also known as Site No. 26 (hereinafter "Site"), and as reflected in Operator's Application said Site to be used for storage of yachts and

WHEREAS, the Operator's application was approved on September 19, 2023 by FTZB and the approval of the application forms the basis for this agreement that intends to govern the relationship between Grantee and Operator for operation of the Site; and

WHEREAS, Grantee deems it practicable to limit its participation in the everyday operations of the Site and to place the operation of Site No. 26 under the supervision of Operator, in accordance with the terms and conditions of this Agreement; and

WHEREAS, by Resolution No. 22-67, adopted at its April 5, 2022, meeting, the City Commission of Grantee approved the Zone Schedule for all sites; and

WHEREAS, by Resolution No. 14-69, adopted at its April 15, 2014, meeting, the City Commission of Grantee authorized the City Manager to submit applications to activate new Foreign Trade Zone Sites and to execute Foreign Trade Zone Operator Agreements on behalf of the City.

NOW THEREFORE, IN CONSIDERATION of the payments, mutual covenants, and agreements contained herein, the parties hereto covenant and agree to the following terms and conditions as follows:

Section 1. Authority Granted / Accepted

1.1 Authority Granted and Representations. Operator represents and warrants that it is a limited liability company in good standing in the jurisdiction where it was created and is authorized to conduct business in the State of Florida; that it is a financially sound company having the ability to meet all of the financial obligations required of a Foreign-Trade Zone Operator; that it is not in arrears in the payment of federal or state taxes; and that it has no outstanding judgments or claims that would interfere with its ability to conduct business in the Zone. In reliance on these representations and warranties, Grantee grants Operator the authority to use the Site located in Broward County, Florida, and more fully described in Exhibit "A", as a Foreign-Trade Zone subject to the terms, conditions, obligations, agreements, and restrictions and for the term hereof and for all extensions thereto. Operator represents and warrants it is the owner of the Site or holds a license or leasehold interest under which it has the authority to own, manage and operate the foreign trade zone.

1.2 Authority Accepted. Operator assumes all responsibility for the operation and management of the Site and agrees to operate and manage the Site in accordance with the U.S. Customs and Border Protection (hereinafter "U.S. Customs" or "CBP")) and FTZB Regulations, the approvals in the Grant of Permit specific to Operator's site(s), all other applicable federal, state and local laws, rules and regulations, and in accordance with the terms and conditions of this Agreement.

1.3 Non Exclusive Agreement. The authority granted herein is not exclusive and shall not be construed as any limitation upon the right of the Grantee, through its proper officers, and in accordance with applicable law, to grant to other persons or entities the rights, privileges or authority similar to or different from the rights, privileges and authority herein set forth, in the same or other parts of Foreign-Trade Zone No. 241.

1.4 Knowledge. The appearance of Grantee's name on any forms or documents mentioned in or required by this Agreement shall not be construed or interpreted as a representation that Grantee has any knowledge, actual or constructive, of the quantity, character, status designation, identification, or time of admission, transfer or release of goods or merchandise into or from the Site. All information contained on any forms or documents are the representations of Operator only, and not of Grantee.

1.5 Incorporation by Reference. There is hereby incorporated by reference into this Agreement the regulations issued by U.S. Customs, the FTZB and the Department of Commerce relating to the Foreign-Trade Zones Program and all applicable regulations referenced therein (hereinafter collectively referred to as the "Regulations"). Any subsequent amendment to the foregoing regulations and provisions or further regulations and provisions promulgated by the CBP or the Department of

Commerce, which are applicable to either party or to the Zone or to the Site shall also be deemed to be incorporated herein and, as appropriate, will supersede the cited regulations and provisions. Such Regulations shall govern the manner in which Operator maintains and operates the Zone and Site. Any changes to the Regulations which impact the provisions of this Agreement will take precedence over provisions of this Agreement. The provisions herein pertain to the rights and obligations between Operator and Grantee and are supplementary to the Regulations. Unless specifically stated otherwise, in applying the regulations to this Agreement, Operator shall be substituted for Grantee, it being the understanding of the parties that Operator assumes all obligations of the Grantee with respect to the operational aspects of the Zone site(s) and Site.

Section 2. Term and Renewal

2.1 Unless otherwise terminated as herein provided, this Agreement shall remain in effect for three (3) years, unless, the Operator vacates the Site, the Operator business is sold, lease or transferred, whether by operation of law or voluntarily, or the operator changes, the grant of authority to the Grantee is revoked or terminated, the Site sunsets if no "foreign non-duty paid merchandise is admitted to the Site for a *bona fide* customs reason during the sunset period" or if U.S. Customs fails to "activate" the Site, commencing on the last date on which all of the following have occurred:

- (a) approval of the Site by the FTZB;
- (b) execution of this Agreement by the City Manager of Grantee provided the City Commission has delegated authority to the City Manager; (the "Effective Date")

This Agreement may automatically renew for subsequent three (3) year terms ("Renewal Terms") upon the mutual consent of the parties, and upon the same terms and conditions hereof as may be adjusted by the then current Zone Schedule (Tariff). To the extent not addressed herein, upon any extension or renewal of this Agreement, Operator agrees to comply with all standards, regulations, rules, laws, codes, whether, federal, state and local, and any fees in effect at the time of extension or renewal. Upon the expiration of the term of this Agreement, if no new agreement or extension of agreement is entered into, Operator is obligated to deactivate the Site as of the date of the expiration of the term of the Agreement.

Section 3. Standards of Operation

3.1 Foreign-Trade Zone Schedule. Grantee has established standards of operation and management as set forth in the "FTZ No. 241 Zone Schedule," with which Operator agrees to fully comply with, as such document may be amended from time to time, a copy of which is attached hereto and made a part of this Agreement as Exhibit "B" (hereinafter "Zone Schedule"). Operator shall require strict adherence to the Zone Schedule and this Agreement by all persons, firms, and corporations admitted by Operator to the Site.

3.2 Right of Entry. Representatives of the FTZB, U.S. Customs and other authorized U.S. Government officers shall have the right to enter the Site or any portion

thereof during normal business hours or as provided for by laws or regulations for the authorized and lawful purpose of examining the same; conferring with Operator, its agents, invitees, and employees on such premises; inspecting and reviewing operations, equipment, facilities, supplies, records and merchandise; and determining whether the business is being conducted in accordance with the procedures established in accordance with this Agreement, the Zone Schedule, and Procedures Manual.

3.3 Grantee's Right to Entry. Representatives of the Grantee, Zone Administrator shall have right to enter the Site or any portion thereof during normal business hours or as provided for by laws or regulations for the lawful purpose of conducting Grantee inspections of the Site or to determine compliance with all regulations. Notwithstanding, the parties specifically acknowledge that Grantee is not obligated to, nor does it intend to monitor the day-to-day activities of the Site or the Operator.

3.4 Activities on GP Site. Operator shall be responsible for all activity occurring within the Site. Any use of the Site other than as approved by the FTZB is expressly prohibited and constitutes a material breach of this Agreement.

3.5 Security. Operator shall take and maintain adequate security measures for merchandise located at the Site in accordance with U.S. Customs' rules and regulations, and Grantee shall have no responsibility, therefore.

3.6 Electronic Systems. Operator commits itself to the establishment of an electronic interface as required by U.S. Customs. When the specifications and requirements for said interface have been developed and implemented by U.S. Customs, Operator agrees that it will adapt and utilize all such inventory controls and interface. Operator agrees that it will pay all costs and expenses associated with the development, implementation, operation and maintenance of electronic systems required hereunder.

3.7 U.S. Customs Actions. Operator shall inform Grantee, by telephone or facsimile, and in writing within twenty-four (24) hours of any notices of audits, spot checks, or spot audits, and within five (5) business days of any liquidated damages, penalties or investigations by U.S. Customs regarding any merchandise or activity at the Site.

3.8 Repair and Maintenance of Facilities. Operator, at its own expense, shall at all times repair and maintain the structures and other facilities that Operator leases or owns within the Site, in a condition satisfactory to the Grantee and consistent with the nature of the operations in the Foreign-Trade Zone. Operator shall make such repairs or alterations as may be ordered by the FTZB or Grantee within a reasonable time after being so ordered. Operator agrees to keep the Site free from trash and debris, and agrees to maintain the Site in a safe, clean and sanitary condition.

Section 4. Administrative Fees and U.S. Customs Expenses

4.1 Administrative and Grantee Fees. In consideration of the granting of this authorization to operate the Site, Operator agrees to pay or cause to be paid any and all costs, expenses, penalties and taxes (if any) arising out of or in any way connected with the Site operation, including, but not limited to, costs and expenses for any fees that must be paid to the FTZB or U.S. Customs for the Site, construction, installation, improvements, security, maintenance, advertising and personnel expense, and to pay to Grantee, the following, non-refundable fees, in addition to any and all fees set forth in the Zone Schedule, as amended:

- (a) Activation Fee. Upon execution of this Agreement, but prior to the Activation Request being submitted to U.S. Customs, Operator shall pay to Grantee a non-refundable activation fee of Five Thousand (\$5,000.00) Dollars.
- (b) Deactivation Fee. When Operator deactivates its Site (other than temporary deactivations of less than one year), Operator is responsible for the payment to the Grantee of a Deactivation Fee of Three Thousand (\$3,000.00) Dollars, prior to requesting U.S. Customs to deactivate the Site. As used herein, "deactivation" shall not include "temporary deactivation" or alteration of a Site.
- (c) Annual Fee. In consideration of the grant of this Agreement to operate and maintain the Site, Operator shall pay Grantee a non-refundable service charge ("Annual Fee"), which shall cover reasonable costs and expenses incurred by Grantee in connection with the maintenance of Foreign-Trade Zone No. 241, including the costs incurred in the establishment of said Zone and Site. The Annual Fee is established in the Foreign-Trade Zone No. 241 Schedule as required by 15 CFR Part 400 and is adjusted periodically. The Annual Fee shall be equal to Eight Thousand Dollars (\$8,000.00) for each year of the initial term of this Agreement for an Operator located in a Private Magnet or Usage Driven Site and Ten Thousand and No/100 Dollars for any operator approved for production authority and may be adjusted thereafter as provided for herein. The Annual Fee is to be paid within five (5) working days of receipt of the U.S. Customs letter of activation, and on the anniversary date of each year thereafter.
- (d) Application Fee. Upon execution of this Agreement, but prior to the Activation Request being submitted to U.S. Customs, Operator shall pay to Grantee a non-refundable application fee of Two Thousand Five Hundred (\$2,500.00) Dollars. In addition, Operator shall also pay Grantee an application fee of Five Thousand (\$5,000.00) Dollars, whenever Grantee must return to the FTZB for approval to modify (add to or subtract from) the approved FTZ space, including but not limited to, adding space or area, deleting space or area, or reconfiguring space or area.

4.2 U.S. Customs Service Administration Expense. Operator shall pay, or cause to be paid, the full cost of all U.S. Customs Service administrative fees attributed to the Site, if any are or should in the future be required by law, regulation, or ruling. It shall be the responsibility of Operator to determine whether such fees must be paid.

4.3 U.S. Customs Service Bond Expense. Operator shall pay the full cost of and maintain for at least ninety (90) days after the expiration of the term or termination of this Agreement, a U.S. Customs Service Bond required by the U.S. Customs Service for operation of the Site, which shall be adjusted from time to time as changes to this requirement are made by U.S. Customs.

4.4 Site Operator Bond on Behalf of the Grantee. Operator shall pay the full cost of and maintain for at least ninety (90) days after the expiration of the term or termination of this Agreement a Surety Bond in the name of Grantee as an obligee under the bond in an amount equal to the amount of the Customs Bond, as may be changed by U.S. Customs from time to time, but in no circumstances shall the Operator Bond on behalf of the Grantee be reduced.

4.5 Bond Form. The form of the bonds required in Section 4.3 and 4.4 shall be approved by Grantee. All bonds shall specifically name the City of Fort Lauderdale as an Obligee under the bond. Bonds shall contain the following endorsement: "It is hereby understood and agreed that this bond may not be modified, canceled, terminated, or denied renewal by the surety unless and until Obligee has been provided with written notice at least forty-five (45) days before any such modification, cancellation, termination, or failure to renew becomes effective. The bond shall further specifically reference an agent of surety within the state authorized to accept all claims on the bond, including service of process necessary as a result of any litigation.

4.6 Breach. Failure to comply with Sections 4.3 through 4.5 of this Agreement constitutes a material breach of the same.

4.7 Fee Escalations. Zone, Site and Subzone sites shall be subject to the "then-current tariff fees" of Foreign-Trade Zone No. 241 upon the date of the initial term and each renewal date of this Agreement.

4.8 Assessments and Taxes. Operator shall be responsible for all assessments, taxes, and fees lawfully imposed on the Site.

Section 5. Recordkeeping Requirements

5.1 General Requirements. Operator shall maintain its accounts and inventory records for all merchandise and activity in the Site in accordance with generally accepted accounting principles and in compliance with all requirements of federal, state, or local government agencies having jurisdiction over the Operator.

5.2 Reports. Operator agrees to submit to Grantee, during the term herein or any extension thereto, reports containing data required by the Grantee, the FTZB, and U.S. Customs. All such reports and statements shall be signed by authorized officials of

Operator, certifying to the accuracy of the reports. Current reports and due dates for reporting are:

(a) Foreign-Trade Zones Board Annual Report: The FTZ Board annual report shall be prepared on a calendar basis (January 1-December 31st of each year) and shall be input by the Operator with a copy sent by the Operator to the Grantee to be received by Grantee no later than February 28th of the following year.

(b) Annual Certification Letter: This letter will signify that the Operator has prepared, on an annual basis, an annual reconciliation as prescribed by federal and U.S. Customs regulations, and such reconciliation shall also include:

- (1) Operator shall undertake at least an annual physical inventory of all merchandise in the Site (unless continuous cycle counts are conducted) with prior notice of the date(s) given to Grantee and to U.S. Customs for any supervision of the inventory deemed necessary by either of them.
- (2) As part of the annual reconciliation, Operator shall specifically and conspicuously reference the discrepancies, as required by U.S. Customs and federal regulations, Operator shall notify the U.S. Customs Port Director and Grantee of any discrepancies, when required by the U.S. Customs regulations.
- (3) An annual reconciliation shall be prepared by Operator and provided to U.S. Customs, as prescribed in the applicable federal regulations.
- (4) Operator shall submit to U.S. Customs, within ten (10) working days after completion, the above-mentioned certification letter declaring that the report has been completed, is accurate, and is available for review by U.S. Customs.
- (5) A systems review shall be included indicating any material deficiencies, conversions, or modifications to the system tracking the inventory in the Zone and Site.

(c) Operator shall provide Grantee with copies of all correspondence from U.S. Customs to Operator and all correspondence from Operator to U.S. Customs concerning Foreign-Trade Zone operations, liabilities, and issues. All correspondences to and from the FTZB shall be made through the Grantee, and any direct correspondence shall be provided to the Grantee. All copies of Operator, U.S. Customs or FTZB correspondence, in whatever form (written or electronic), shall be sent to Grantee in a timely fashion, but not more than five (5) business days from receipt or date sent, unless otherwise provided in this Agreement.

5.3 Confidentiality. All financial operations information concerning Zone and Site operations shall be kept confidential, except for that information or documentation which is required to be made public by the FTZB, the Florida Public Records Act, federal or other applicable laws, or regulations.

5.4 Additional Reports. In the event that any audit, inspection, or examination by the U.S. Customs, the FTZB, or Grantee discloses that books, records, or operational procedures of Operator are not in conformance with the requirements of this Agreement or applicable laws or regulations, Grantee may order the immediate correction of the documents, procedures or deficiencies. In the event that it is anticipated that such correction will take in excess of five (5) working days, Operator shall submit a plan (report) to the Grantee for the correction of such discrepancy. Grantee shall respond to the proposed plan within five (5) working days by either accepting it or designating a reasonable time within which Operator must complete corrections.

5.5 Record Retention. All financial and accounting records concerning operations shall be retained for a period of five (5) years after the act or occurrence recorded or after the merchandise covered by such records has been forwarded from the Zone and Site, whichever is longer, and all such records shall be available at the Site for inspection and audit by Grantee or its designee, or any appropriate government agency during normal business hours upon twenty-four (24) hours prior written notice to Operator.

Section 6. Operation of Zone

6.1 Operator shall operate and maintain the Site in accordance with the terms of this Agreement, all provisions of the U.S. Foreign-Trade Zones Act and regulations issued thereunder, and all requirements of the FTZB and U.S. Customs Service.

6.2 Operator may conduct in the Site all activities necessary to operate the Site as permitted by the Act and only those activities approved in the FTZB approvals authorizing Zone Operator's Site.

6.3 Grantee hereby grants to Operator the right to undertake the following approved activities: storage of yachts.

6.4 Operator shall ensure that all merchandise and activities occurring within the Site are in compliance with all federal laws, rules, and regulations and in compliance with all rules and regulations established by Grantee for operations of the Zone, including Zone Schedules/Tariffs. Upon becoming aware of any violation of the laws, rules, and regulations referred to herein, Operator shall immediately notify Grantee of such violation.

6.5 Operator shall provide a published fee schedule for its operation inside the Site. Operator hereby agrees to comply with the Public Utility principal stated in 15 CFR Part 400 as applicable. All rates and charges are to be uniform, fair and suitable.

Operator agrees to post its fee schedule within the activated area of its Zone and Site Operations in an appropriate and conspicuous location.

6.6 Operations Manual. Operator shall establish standards of operation and management of the Site, which comply with the requirements of the FTZB and U.S. Customs, and any applicable laws, rules, regulations, standards and codes. Operator shall ensure compliance with such standards by its employees, agents and representatives, and all persons, firms, corporations and other entities admitted by Operator to the Site. Operator, at its sole cost and expense, shall be responsible for preparing in written form and filing with U.S. Customs a Foreign-Trade Zone Site Operations/Procedures Manual. Operator shall immediately provide a copy of such manual to Grantee at the same time such manual is forwarded to U.S. Customs, and immediately after each and every amendment to the manual is forwarded to U.S. Customs.

6.7 Alteration of Activated Area. Operator shall not make any applications to U.S. Customs to alter the activated area of the Site without the prior written consent of Grantee.

Section 7. Indemnification and Insurance

7.1 Indemnification. Operator shall and will at all times forever hereafter fully and completely indemnify, defend, and hold harmless Grantee, its elected officials, employees, and agents from and against any and all detriment, damages, losses, claims, demands, suits, costs, expenses (including without limitation costs of suits and attorneys' and experts' fees through any appeals), fines, penalties, liquidated damages, duties, interest, cost of investigation, damages for personal injury or death, damage to property or the environment, defective condition or charges which Grantee, its elected officials, employees, or agents may directly or indirectly suffer, sustain, or be subjected to for or by reason of, or which in any way arise out of or are attributable to, this Agreement or the Site, or the execution and delivery hereof by Grantee, its elected officials, employees, and agents, or the use, operation, or maintenance of the Site by Operator, or the acts, omissions or negligence of Operator, its officers, employees, agents or subcontractors, or the failure by Operator, its officers, employees, agents, or subcontractors to comply with any term or condition of this Agreement or any applicable federal, state or local law, rule or regulation, whether the same be suffered or sustained by Grantee, its elected officials, employees, or agents or by any other person who shall send Operator written notice of any claim asserted against Grantee in connection with this Agreement, or the use, operation, or maintenance of the Site, within seven (7) business days of its receipt of a written claim; and shall provide Operator with a reasonable opportunity to defend against such claim in accordance with the terms hereof. Operator shall retain the right to select counsel, subject to Grantee's approval through its City Attorney, which approval shall not be unreasonably withheld, conditioned or delayed. This indemnity obligation shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Grantee and the City Attorney, any sums due Operator under this Agreement may be retained by Grantee until all of Grantee's claims for indemnification pursuant to this Agreement have

been settled or otherwise disposed of, and any amount withheld shall not be subject to payment of interest by Grantee.

7.2 Environmental Obligations. Operator acknowledges and agrees that it shall be responsible for ensuring that all environmental permits and authorizations of the Site are and remain in compliance throughout the term of this Agreement with applicable environmental laws, rules, regulations and ordinances. Without any expense or cost to Operator and for as long as Operator leases or owns the Site, Operator shall remove and remediate or shall cause to have removed and remediated any non-permitted release or discharge or Pollutants, as hereinafter defined discharged or released at, on, over, or under the Site during the term of this Agreement. The term "Pollutants" means all derivatives or by-products of any one or more of the following terms, as defined by applicable local, state, or federal laws or regulations: hazardous substances, hazardous materials, hazardous waste, toxic substances, toxic pollutants, or such other pollutants, contaminants, substances, materials, and wastes as are or which become regulated under applicable local, state or federal laws or regulations. The provisions of this section shall survive the expiration or termination of this Agreement to the extent a breach of the environmental regulations hereunder occurred during the term of this Agreement. The indemnification obligation of Operator, as set forth in Section 7.1, includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work required by any federal, state or local governmental agency because of hazardous material present in the soil or groundwater or under the Site.

7.3 Insurance. Operator agrees to keep in effect during the term of this Agreement general liability insurance, naming the Grantee and its directors and officers as additional insured, (including an obligation of the insurer to defend Grantee in any action covered by the insurance), covering public liability arising out of or in connection with Operator's acts, activity or operations at and in connection with the Zone in an amount not less than \$1,000,000 combined single limit liability for bodily injury and property damage. Operator will furnish Grantee, upon request, certificates of such insurance issued by the insurer. The insurance required hereby may be provided by a policy or policies arranged specifically to cover the obligations assumed hereby or by blanket insurance which covers these obligations and other obligations and liabilities of Operator.

Section 8. Recognition of Successor

8.1 It is the intent of the parties hereto that the Site shall be operated as a Usage Driven Foreign-Trade Zone Site for a period concurrent with the term of this Agreement and any approved extension thereof, but nothing herein contained shall obligate Grantee to recognize any successor to Operator, whether by sale, lease, transfer, or assignment, or operation of law, other than a subsidiary of Operator, or the parent or a subsidiary of the parent of Operator unless such prospective successor is acceptable in every respect to and at the discretion and upon the determination and approval of Grantee in writing. Notice of the closing of a sale, sublease, assignment or other change of ownership interest in said business to be conducted herein shall be given in writing by Operator at least forty-five (45) days prior to such closing and said notice shall contain the names and addresses of every person and entity acquiring any

interest in said business or operations. Failure to provide notification to Grantee will be considered a material breach of this Agreement. If the successor in interest is other than one unconditionally accepted above, Grantee shall have the option and right to cancel this Agreement within (30) days after receipt of the notice from Operator.

Section 9. Default and Termination

9.1 Defaults by Operator. The occurrence of any one or more of the following events shall constitute a default of this Agreement by Operator:

(a) Operator fails to pay any installment of any FTZ-related fee or other amounts required to be paid, reimbursed, or expended by it under the provisions of this Agreement or the Zone Schedule, when the same shall become due for payment, and such failure remains uncured for ten (10) consecutive days after written notice of such failure has been given to Operator by Grantee, provided that written notice of the failure need be given only once during any twelve-month period after which notice is not required; or

(b) Operator defaults under any mortgage, deed, trust, or lease with respect to the Site; or

(c) Operator fails to perform or comply with (i) any non-monetary obligation, term, covenant, condition or provision of Operator under this Agreement or any other document executed or delivered in connection herewith or (ii) any other term, covenant, condition or provision of this Agreement or any other document executed or delivered in connection herewith, and does not commence and complete the correction of such failure within thirty (30) days after written notice of such failure from Grantee or, if by its nature the failure cannot be corrected within such thirty (30) days, Operator fails to commence such correction within such thirty (30) days or, having so commenced such correction, does not complete same within such additional reasonable time, as determined by Grantee (not to exceed an additional sixty (60) days), as required under the circumstances); or

(d) Operator files bankruptcy or reorganization proceedings or becomes insolvent, or is declared or adjudicated as or commits an act of insolvency or bankruptcy, or any court takes jurisdiction of Operator's assets or property pursuant to any proceeding brought under the provisions of any bankruptcy or insolvency act, or makes an assignment for the benefit of creditors, or if a receiver or trustee is appointed to take charge of Operator's affairs, or any execution or sequestration or attachment shall be issued against Operator's property, or any part thereof shall be taken or occupied or attempted to be taken or occupied or in danger of being taken or occupied as a result of any action or proceeding of a party other than Operator, or Operator allows any final judgment against it unsatisfied, unstayed, or unbonded, or if Operator defaults in the performance of any covenant or agreement made hereunder; and such default is not remedied within thirty (30) days after notice of such default, then Grantee may thereupon terminate this Agreement and all rights hereunder of Operator; or

(e) The occurrence of FTZB or U.S. Customs action removing Operator's authority or ability to operate in Zone No. 241, which occurrence shall entitle Grantee to immediately terminate this Agreement; or

(f) The lack of Foreign-Trade Zone activity (filing 214's) on the Site for any three (3) year period which shall entitle Grantee to terminate this Agreement upon ten (10) days written notice to Operator; or

(g) Operator fails to comply with any provisions of the U.S. Foreign-Trade Zones Act and regulations issued thereunder, any requirements or regulations of the FTZB and U.S. Customs, any other applicable federal, state and local laws, rules, regulations, codes, and requirements, whether or not such legislation or rules are enforced by U.S. Customs or the FTZB.

9.2 In the event Operator fails to fulfill its obligations as otherwise set forth herein, Grantee may notify Operator that it is in default under this Agreement. Operator shall be given thirty (30) days after notice of said default to cure said default, unless otherwise specifically provided herein. If said default is not cured within said thirty (30) day period, Grantee may terminate this Agreement, unless otherwise provided herein.

9.3 Termination or Deactivation by Operator.

(a) Operator shall have the right, at any time, to terminate this Agreement and all rights and obligations hereunder upon thirty (30) days prior written notice to Grantee, provided that a written plan for deactivation is supplied to Grantee, all required fees have been paid, and a planning meeting is held with U.S. Customs on the deactivation prior to the thirty (30) days commencing.

(b) In the event this Agreement is terminated, Operator shall, at its sole cost and expense, take all actions necessary with respect to merchandise and goods on the Site, including the removal of all bonded merchandise and goods on the Site necessary to deactivate the Site, including the removal of all bonded merchandise and goods therefrom or making of a U.S. Customs entry. Operator shall be prepared to complete deactivation of the Site within ten (10) days of termination. In the event Operator fails to comply with the foregoing time limitation, Operator shall pay Grantee, as liquidated damages, an amount equal to one (1%) percent of the value of the bonded merchandise and goods on the Site for each calendar day after the ten-day period has expired.

(c) Operator acknowledges and agrees that despite anything to the contrary contained herein, upon termination or expiration of this Agreement for any reason, Operator shall not be released or relieved from fulfilling any of its obligations or duties that arose or accrued during the term of this Agreement. Operator specifically represents and warrants to the Grantee that upon termination or expiration of this Agreement for any reason, Operator shall completely fulfill and perform all of its obligations or duties that arose or accrued during the term of this Agreement.

(d) In the event of termination, no refunds of any fees paid to Grantee in accordance with Section 4 of this Agreement will be processed or provided to Operator, except that where termination is the result of FTZB action Operator will receive a prorated portion of the Annual Fee paid in accordance with Section 4.1 (e) minus the Deactivation Fee set forth in Section 4.1 (b), unless said Deactivation Fee is otherwise paid to Grantee.

(f) Upon termination of this Agreement for any cause, Operator shall immediately discontinue all use of trade names, trademarks, signs and forms of advertising and any other indicia of operation within the Foreign-Trade Zone at the Site, specifically referring to Foreign Trade Zone No. 241, Fort Lauderdale Executive Airport, or the City of Fort Lauderdale. Should Operator fail to make or cause to be made, such changes, within ten (10) days after written notice, then Grantee shall have the right to enter upon the Site without being deemed guilty of trespass or other tort, and to make or cause to be made such changes at the expense of Operator, which expense Operator agrees to pay on demand.

9.4 Withdrawal of Grant. If the grant of a Foreign-Trade Zone to Grantee shall be revoked or canceled, this Agreement shall terminate and Operator shall have no claim against Grantee by reason of such revocation or cancellation.

Section 10. Independent Contractor Status

10.1 Operator is an independent contractor in the performance of all activities and functions pursuant to this Agreement. Grantee and Operator are not and shall not be considered as joint venturers, 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. Operator's officers, employees, agents and subcontractors shall not be considered officers, employees or agents of Grantee. Grantee and Operator further agree not to represent to anyone that they are agents of one another or have the authority to act on behalf of one another.

Section 11. Notices

11.1 Any notice given under the provisions of this Agreement shall be in writing and shall be sent by certified or registered mail by depositing the same in the U.S. Mail, postage prepaid, or by hand delivery or overnight courier. Any such notice mailed as provided hereunder shall be deemed effective and served as of the date of mailing. Any notice given by hand-delivery or overnight courier shall be deemed to have been given on the date of receipt. Notices shall be addressed to:

Grantee: Fort Lauderdale Executive Airport
6000 NW 21st Avenue
Fort Lauderdale, Florida 33309
Attn: Zone Administrator

Operator: Universal Marine Center, Inc.
2700 SW 25th Terrace

Fort Lauderdale, FL 33312
Attn: Laurent Bensoussan

or to such other respective addresses as the parties may designate to each other in writing from time to time in accordance with this Section.

Section 12. Miscellaneous

12.1 Construction. This Agreement shall be governed by and construed in accordance with the Foreign-Trade Zones Act, regulations adopted by the FTZB thereunder, all amendments thereto, and the applicable laws of the State of Florida.

12.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same Agreement.

12.3 Advertising. Operator may advertise that its operations are within a foreign trade zone; however, no designs, advertising, signs or forms of publicity referring to the Site shall be used unless the same has first been approved in writing by Grantee as meeting its standards (including wording, color, form, number, location and size). Grantee or its agent may advertise that the Operator's operations are within FTZ No.241; however, the Grantee agrees to consult with Operator to assure the accuracy of published data concerning the Site. Should the Grantee or Operator fail to approve or disapprove in writing any advertising materials within ten (10) days after submission, such materials shall be deemed approved. Operator agrees that all signage to be located on the Site shall comply with the Sign Regulations promulgated by the applicable local jurisdiction.

12.4 Cooperation. Operator agrees to cooperate with Grantee in connection with Grantee's reasonable efforts to comply with all laws, ordinances, regulations, rulings, opinions and directives, of governmental entities having jurisdiction over the Site and activities thereon, including but not limited to the FTZB and U.S. Customs, to the extent applicable to Operator or the Site, and Operator agrees to execute any amendments to this Agreement reasonably requested by Grantee to assist in such compliance. To the extent Grantee is required to incur additional costs associated with the Site due to no fault of its own, Operator agrees that the economic terms contained herein may be renegotiated from time to time, provided that any increase in fees or costs to Operator are directly related to maintaining the Site.

12.5 Incorporation. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties and incorporated herein as if fully set forth.

12.6 Further Instruments and Action. Each party shall deliver such further instruments and take such further action as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

12.7 Headings. Headings and captions in this Agreement are solely for the convenience of reference and shall not affect its interpretation.

12.8 Venue; Waiver of Jury Trial. For the purposes of arbitration or litigation concerning or arising out of this Agreement between the parties, proceedings shall be in Broward County, Florida, or if in federal court, the U.S. District Court for the Southern District of Florida. To encourage prompt and equitable resolution of any litigation that may arise under this Agreement, each party waives any rights it may have to a trial by jury of any such litigation.

12.9 Integration. This instrument contains the entire agreement of the parties, and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect.

12.10 Severability. In the event any provision or portion of this Agreement is declared void or defective by a court of competent jurisdiction, the remaining provisions shall continue to be effective.

12.11 Waiver. No failure of either party hereto to exercise any right or power given it hereunder, or to insist upon strict compliance by the other party of any obligation hereunder, and no custom or practice at variance with the terms hereof, shall constitute a waiver of the party's right to demand exact compliance with the terms hereof.

12.12 Amendment. This Agreement cannot be changed orally, but only by an agreement in writing executed by the parties hereto, with the same formality and of equal dignity herewith.

12.13 Assignment and Delegation. This Agreement shall be assignable by Grantee, and all benefits hereunder shall run to Grantee and its successors. This Agreement cannot be assigned, or the duties hereunder delegated by Operator without the express prior written permission of Grantee. Should Grantee provide such permission, this Agreement shall bind such successors or assigns of Grantee.

12.14 Joint Preparation. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort. The language agreed to expresses the mutual intent of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties.

12.15 Nondiscrimination. Operator shall not discriminate against any worker, employee, or applicant, or any member of the public, because of race, creed, color, religion, sex or national origin, or otherwise commit an unfair employment practice. Operator will take affirmative action to ensure that applicants are employed and that employees are dealt with during employment without regard to their race, creed, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates or pay or other forms of compensation; and selection for training,

including apprenticeship. Operator further agrees that this clause will be incorporated in all leases and contracts entered into with sublessees and contractors of materials or services and all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this Agreement.

12.16 Sovereign Immunity. Nothing herein shall be deemed a waiver of statutory or common law sovereign immunity in favor of Grantee.

[Remainder of Page Intentionally Left Blank]
[Signature Pages Follow]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals
the day and year set forth below.

GRANTEE

CITY OF FORT LAUDERDALE

By 
Greg Chavarria
City Manager

Date: 4/24/2024

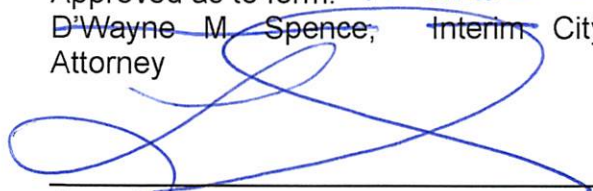
(CORPORATE SEAL)

ATTEST:


for David R. Soloman, City Clerk



Approved as to form: Thomas J. Ansbro,
~~D'Wayne M. Spence,~~ Interim City
Attorney


Lynn Solomon
Assistant City Attorney



[Faint, illegible handwritten text]

OPERATOR

WITNESSES:

Universal Marine Center, Inc., a Florida
Limited Liability Company.

K. Diaz
Kassandra Diaz
Witness Print Name

By L. O. Bunn
Print Name and Title

L. H.
SELENA GUADARRAMA
Witness Print Name

Date: 2/6/2024

ATTEST:

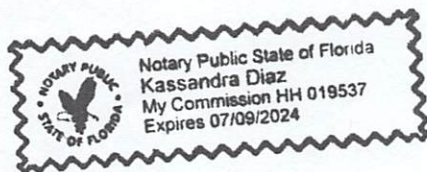
(CORPORATE SEAL)

Print Name and Title

STATE OF FLORIDA:
COUNTY OF BROWARD:

The forgoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of February 2024 by (Name of Signor) Laurent Bensoussan as (Title) general manager of (name of entity) Universal Marine Center on behalf of the corporation/limited liability company/limited partnership. He/She is ☐ personally known to me or ☒ has produced I.D. as identification.

(SEAL)



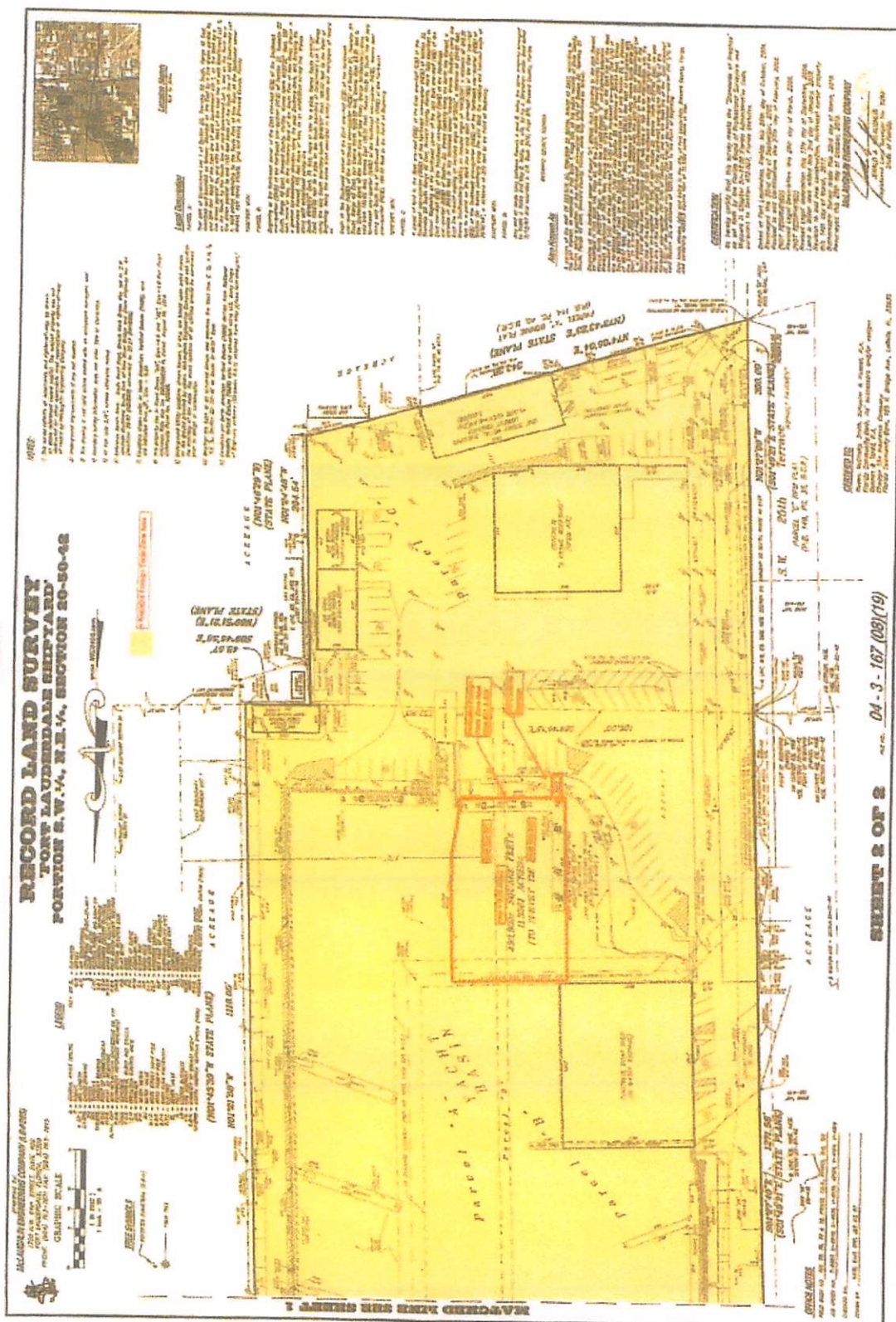
K. Diaz
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Kassandra Diaz
Name of Notary Typed
Printed or Stamped

My Commission Expires:

HH019537 7/09/2024
Commission Number

Exhibit A



Navigator

Virtual Folders

70 Alerts  Find

 Removed  Prior Notice  Distribution Form  Resources  User

• Shipments

•  ISF Statements

•  Reports

Monthly Statement Audit Report

Entry Number	File Type	Entry Type	Importer	Invoice No.	Submitted Date	Release Port	Release Date	Statement Date	Statement Month	Statement Number	Statement Total
18072129	EntrySummary	01	TRIC00001	TSINC0171191	2/14/2024 7:15:16 PM	1704	1/31/2024	2/8/2024	02	17240390K1	5966.43

4/3/2024 3:21:38 PM Execution Time: 0 seconds

1

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Exhibit B

FOREIGN-TRADE ZONE NO. 241

ZONE SCHEDULE

April 5, 2022

CHARGES, RATES, RULES, AND REGULATIONS

APPLICABLE AT

FOREIGN-TRADE ZONE NO. 241

**Operating Under Grant of Authority
from the
United States Foreign-Trade Zones Board
to the
City of Fort Lauderdale, Florida**

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APPLICATION OF RATES, RULES, AND REGULATIONS

The rates, rules and regulations published in this schedule will apply to all Operators of Zone sites or Subzones under the jurisdiction of Foreign-Trade Zone No. 241. Except as otherwise provided in this schedule, all general rates, rules, and regulations will apply as published.

I. Foreign-Trade Zone No. 241 Administration Directory

GRANTEE: City of Fort Lauderdale, Florida

ADMINISTRATOR: Fort Lauderdale Executive Airport (FXE)
6000 N.W. 21st Avenue
Fort Lauderdale, FL 33309
(954) 828-4955

Foreign-Trade Zone No. 241 is sponsored by The City of Fort Lauderdale pursuant to a grant issued by the U.S. Foreign-Trade Zones Board on April 6, 2000, Board Order No. 1081. The Zone is comprised of sites designated in the records of the Foreign-Trade Zones Board.

U.S. CUSTOMS AND BORDER PROTECTION: Port Director
1800 Eller Drive, Suite
104 Fort Lauderdale, FL
33316 (954) 761-2000

II. Overview of Foreign-Trade Zone No. 241 and this Zone Schedule

Purpose of Foreign-Trade Zone No. 241 and this Zone Schedule

The Foreign-Trade Zones Board granted Foreign-Trade Zone No. 241 to the City of Fort Lauderdale, Florida (the City), on April 6, 2000, Board Order No. 1081. Foreign-Trade Zone No. 241 reorganized under the Alternative Site Framework on April 30, 2013.

This Zone Schedule is issued by The City of Fort Lauderdale (Grantee) in compliance with the U.S. Foreign-Trade Zones Board regulations. This Zone Schedule sets forth the operational structure of Foreign-Trade Zone No. 241 and the regulations and charges associated with active Zone operations. The Grantee's goal is to promote economic development throughout the greater Fort Lauderdale area. The City's area represents the Foreign-Trade Zone's service area. As an extension of the City, the FTZ has been developed to affect the following objectives:

1. Diversify the economy of the Greater Fort Lauderdale area.
2. Provide enhanced job opportunities for the citizens of the Greater Fort Lauderdale area.
3. Provide a relocation incentive for companies involved in international trade, which, if successful, would bring investment, jobs and commerce to the Greater Fort Lauderdale area.

Taking Advantage of the Benefits of Foreign-Trade Zone No. 241

The Zone can be expanded or modified to accommodate interested Zone site Operators and/or importers and exporters located throughout the region, as explained in Section VI. The actual procedure involved in expanding or modifying the Zone is included as an appendix to this Zone Schedule.

There are two ways to take advantage of Foreign-Trade Zone No. 241. A company can have its products handled by a Zone Operator, who can store and manipulate the products duty-free in the Zone, or a company can itself become a Zone Operator at one of the existing Zone sites or another site if none of the existing Zone sites are suitable.

The Grantee charges Zone Operators for the privilege of operating a Zone site. Uniform charges are set forth in Section IX. Other charges and costs associated with the operation of a Zone site are also the responsibility of the Zone Operator for that Zone site.

Additional Information Concerning Foreign-Trade Zone No. 241

Additional general information concerning the operation of Zone sites and general recordkeeping requirements is contained in the other sections of this Zone Schedule. Obligations and responsibilities of Zone Operators are also specifically outlined in the Operations Agreement, which must be executed by every Zone Operator prior to activating a Zone site with CBP.

III. Principal Benefits Provided by Foreign-Trade Zone No. 241

Re-exports: Merchandise which is imported into the U.S. for admission into Foreign-Trade Zone No. 241 and later re-exported from the Zone is never assessed any CBP duties.

Reject, Scrap, and "Consumed" Merchandise: Imported merchandise which is admitted into a Zone and then rejected, scrapped, or consumed in the Zone is not assessed any CBP duties. Duties are reduced significantly for all merchandise, which is scrapped through a manufacturing operation in a Foreign-Trade Zone and then sold from the Zone as commercial scrap material.

Zone-to-Zone Transfers: Imported merchandise which is admitted into the Zone and then shipped to another U.S. Foreign-Trade Zone can be shipped duty-free to the receiving Zone with the receiving Zone's concurrence. As duty-free transfers, Zone-to-Zone shipments allow both the shipping Zone and the receiving Zone to reduce their duty exposure. Duties are eliminated completely on imported components which are transshipped through several Zones and eventually re-exported.

Duty Deferral: While duties are eventually assessed on imported merchandise shipped to U.S. locations from the Zone, these duties are deferred while the merchandise remains in the Zone. The time that duty is paid is moved from the date of importation to the date of shipment from the Zone. The cost-of-money savings on duty deferral can be significant for large-volume distributors or operations with long inventory turnover periods.

Inverted Tariffs: When components are imported and admitted into a Foreign-Trade Zone they can be manufactured into a new product for re-export or sale in the U.S. In these cases, the importer may elect to apply the finished product duty rate or the component duty rate, whichever is lower. When the finished product rate is lower than the imported component rate, the importer can save the difference between the two rates.

Weekly Entry: This benefit was added to the Foreign-Trade Zone benefits stream in the year 2000 by the Trade and Development Act. This benefit allows the importer to file a consolidated entry to CBP instead of the regular "entry per Bill of Lading" that normally occurs in shipping. Huge economies of scale result can be obtained through weekly entry, by reducing the number of CBP entries, reducing the importer's internal paperwork processing costs and reducing the total amount of fees paid to CBP for each entry. This fee reduction can result in \$200,000, \$300,000 and up to \$1 Million of savings annually for a large box, Distribution Center (DC) operator. The cost savings are so significant that the Foreign-Trade Zone program is now being used by 45 of the top 100 importers in the U.S.

Direct Delivery: This is a CBP procedure, only allowed in a Foreign-Trade Zone. This benefit gives the users/tenant the ability to "Sign for" CBP upon receipt of goods that normally have to go to another location for signature, before the goods can be delivered to the DC. With Direct Delivery, importers can eliminate 1-2 days of inbound time on their receipt of goods. This is being proved out every day by Huffy Bikes, Black and Decker, Skechers, and others importers who have announced publicly that they are receiving improved supply chain velocity within their Foreign-Trade Zone facility.

These are just the principal benefits of U.S. Foreign-Trade Zones. There are many other additional benefits provided by Foreign-Trade Zone No. 241, which are usually evaluated on a case-by-case basis. To discuss how your operation could benefit from Foreign-Trade Zone No. 241, call the Fort Lauderdale Executive Airport (FXE) at (954) 828-4901.

IV. Principal Governing Regulations and Agreements

Foreign-Trade Zones Act: Foreign-Trade Zone No. 241 is governed by the Foreign-Trade Zones Act, 19 United States Code 81a-81u as amended. Copies of the Act are maintained at the office of Foreign-Trade Zone No. 241.

Foreign-Trade Zones Board Regulations: Foreign-Trade Zone No. 241 is regulated by the Foreign-Trade Zones Board, Washington, D.C., under U.S. Code of Federal Regulations, Title 15, Part 400, as amended. Information regarding the regulations are available on the Foreign-Trade Zones Board website- www.trade.gov/ftz.

CBP Service Regulations: Foreign-Trade Zone No. 241 is subject to the regulations of the CBP Service under U.S. Code of Federal Regulations, Title 19, part 146, as amended. Information regarding the regulations are available on the Foreign-Trade Zones Board website www.trade.gov/ftz.

FTZ No. 241 Zone Schedule: All corporations, partnerships, and persons operating within activated Zone space are subject to this Schedule. The Foreign-Trade Zone Grantee will be the sole judge to interpret and determine the applicability of any of the rates, rules, regulations, or services provided for in this Schedule. However, any matter involving interpretation of action by CBP or other agency of the U.S. Government will be determined by the Port Director of CBP as the resident representative of the Foreign-Trade Zones Board. One copy of this Schedule will be provided to each Operator. Updates will be provided as revisions occur. Additional copies of this Schedule are maintained at the office of Foreign-Trade Zone No. 241 for reference.

Foreign-Trade Zone Operator Agreement: Every corporation, partnership, and person seeking to operate a Zone site (including a Subzone) within Foreign-Trade Zone No. 241, must enter into an Operator Agreement with The City of Fort Lauderdale as Grantee. Copies of the Standard Operating Agreement are maintained at the office of Foreign-Trade Zone No. 241 for reference. If any conflict with this Schedule and any Operating Agreement occurs, the Operating Agreement will prevail.

Foreign-Trade Zone Developer Agreement: Every corporation, partnership, and person seeking to develop a General Purpose Magnet Site within Foreign-Trade Zone No. 241, must enter into a Developer Agreement with The City of Fort Lauderdale as Grantee. Copies of the Standard Developer Agreement are maintained at the office of Foreign-Trade Zone No. 241 for reference. If any conflict with this Schedule and any Developer Agreement occur, the Developer Agreement will prevail.

V. General Rules and Regulations

Availability of Zone: All rates and charges for all services and 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 and its facilities uniform treatment under like conditions, subject to such treaties or commercial conventions as are now in force or may hereafter be made from time to time by the United States with foreign governments.

All Zone services and facilities shall be administered fairly and reasonable. In addition, the availability of all said services and facilities is subject to the physical limitations of Foreign-Trade Zone No. 241, with said services and facilities available on a "first-come, first-served" basis. No Zone participant is required to use any specific consultant, software system or other service provider in FTZ No. 241.

Merchandise Permitted in Zone: Foreign and domestic merchandise of every description, except such as is specifically prohibited by law, may, without being subject to the CBP laws of the United States except as otherwise provided in the Act and the regulations made thereunder, be brought into a Zone.

Merchandise which is specifically prohibited by law shall not be admitted into a Zone. Any merchandise so prohibited by law which is found within a Zone shall be disposed of in the manner provided for in laws and regulations applicable to such merchandise.

Activities Permitted in Zone: Merchandise lawfully brought into a Zone may, in accordance with these and other regulations made under the provisions of the Act, be stored, sold, exhibited, broken up, repacked, assembled, distributed, sorted, graded, cleaned, mixed with foreign and domestic merchandise, or otherwise manipulated or be manufactured into new articles of commerce. Only production (manufacturing and/ or processing) activity approved by the FTZ Board may be performed in the Zone or Subzone(s). See Section VIII "Activities permitted in a Zone."

Security and Safety Requirements in the Zone: All Foreign-Trade Zone sites, in order to be approved for their initial activation by CBP, must meet certain security and safety requirements. These requirements may include, but are not limited to: locking warehouse doors, adequate fencing (if necessary), personnel screening, proper lighting in warehouses, absence of debris or other safety hazards, etc. Each Zone site will be considered separately to determine what CBP may require to protect the revenue of the United States, based on the specific conditions of each Zone site, e.g., value of goods, size, chances of theft occurring, etc.

After a Zone site has been activated, all security and safety measures required to achieve the initial activation must be maintained at all times. Spot checks may be conducted by CBP and the Grantee and liquidated damages or notices may be assessed if these requirements are found to be insufficiently met in any way.

No operation or process of treatment will be permitted in the Zone that, in the judgment of the Foreign-Trade Zones Board, CBP, or the Grantee is detrimental to the public interest, health and safety.

Cost of special security devices and other requirements will be the responsibility of Operator.

Inventory Control and Recordkeeping Systems: All inventory control and recordkeeping systems employed by Operators within the Zone must meet the requirements of the CBP Service Regulations. Under the Regulations, each Operator maintains the inventory records. The CBP Service is relieved of the duty of actually keeping the records, but maintains assurance of the systems' accuracy by selective examinations of merchandise, and spot checks and audits of

Zone facilities. Each system must be capable of producing the following required results:

- Producing accurate and timely reports and documents as required by the CBP Regulations.
- Accounting for all merchandise in their care, custody and control.
- Identifying shortages and overages of merchandise in the Zone in sufficient detail to determine the quantity, description, tariff classification, Zone status, and value of the missing or excess merchandise.
- Providing an audit trail to CBP forms, from admission through manipulation, manufacture, destruction or transfer of merchandise from the Zone by a CBP authorized inventory method.
- Providing all information necessary to make entry for merchandise being transferred to the CBP territory.

Hours of Business and Services: The Zone will be available for business activities on a 24-hour basis. Regular business hours will be between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on holidays.

Holidays: The term "holiday" includes the following named days and every day proclaimed by the President of the U.S. or the Governor of the State of Florida to be a legal holiday:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
	Christmas Day & Day Before or After

Use of Zone Facilities: Zone facilities will be used for the purposes of receipt, storage, handling, exhibition, manipulation, approved production/manufacturing, and related processing and shipment of foreign and domestic merchandise as considered necessary to the conduct of Operator's normal business. Operators will not use or permit the Zone to be used for any other purpose without the prior written consent of the Zone Grantee.

Proprietary Information: Proprietary information contained on CBP forms or in the inventory control and recordkeeping systems of Operators will not be disclosed to unauthorized persons. The CBP Regulations provide for liquidated damages for unauthorized disclosure of proprietary information.

Residence within Zone: No person will be allowed to reside within a Zone except Federal, State, or Municipal officers or agents whose resident presence is deemed necessary by the Foreign-Trade Zones Board.

Insurance: Insurance is carried by the Zone Operator on its own property and merchandise at the expense of the Operator. Merchandise stored, manipulated, or transferred within the Zone is not insured by the Grantee, and the Zone tariff rates do not include insurance on merchandise.

Liability of Grantee: The City of Fort Lauderdale (Grantee) will not be liable and cannot assume any responsibility for any loss or damage to freight, cargo, or merchandise or other property within the Zone or for any loss or damage arising from acts of commission or omission of Operators.

Record Retention: The Operator is required to retain records for five (5) years after merchandise is removed from the Zone. Records must be readily available for CBP review at the Zone site(s).

CBP Inspection of Zone Merchandise: The Operator will make merchandise subject to CBP inspection immediately available to CBP at the Zone site or a location designated by CBP and will have the sole responsibility of opening crates and packages, handling the merchandise and securing the crates and packages following the inspection.

VI. Applications to the Foreign-Trade Zones Board

New Zone Sites

If a company is interested in taking advantage of the benefits of Foreign-Trade Zone No. 241 at a location other than the currently approved Sites, the company may request that an Application be filed by the City of Fort Lauderdale as Grantee for another location.

Manufacturing Permits (Production Authority)

Any activity involving foreign merchandise which causes the merchandise to undergo a substantial transformation or a change in tariff rates or other activity which the FTZ Board considers "production" which leads to a change in CBP tariff classification while in the Zone must be approved in advance by the Foreign-Trade Zones Board. If a company is interested in conducting manufacturing, processing or assembly operations in the Zone, the company may request that an Application be filed by City of Fort Lauderdale to the Foreign-Trade Zones Board for approval of the contemplated operation.

The Grantee will work with the company interested in conducting the activity to determine if the activity is consistent with the criteria established by the Board for approval.

Types of Applications to the Foreign-Trade Zones Board under the Alternative Site Framework (ASF) Format:

There are several types of Applications for new Zone Sites:

- Magnet Site
- Subzone (non-ASF Subzone)
- Minor Boundary Modification (Usage-Driven Site and ASF Subzones)
- Production Authority (Manufacturing)

Requests to the Board for manufacturing authority (Production Authority) can generally be made as part of an Application for a new Zone Site or Subzone they can be filed separately with the Board for a manufacturing permit at an existing Zone Site. Manufacturing requests to the Board are available for fast-track consideration.

Procedures for Filing Applications to the Foreign-Trade Zones Board

The Grantee will determine which type (or types) of Application(s) is appropriate to accommodate an interested Zone User.

VII. Activation, Deactivation and Alteration of Zone Sites with CBP

Activation

The Grantee will provide a checklist of items necessary to assist the Operator toward Activation of the Zone site with CBP for commencement of Zone operation. The Grantee/Administrator recommends that an Operator retain a qualified consultant to assist in the management of the Activation process or bring such expertise in-house to properly plan for and implement the Activation and operation of the FTZ Site or Subzone. Here are the elements of the Activation request to CBP.

- 1) Procedures Manual establishing how the Zone site will be operated, in conformance with the Federal Regulations found at 19 CFR Part 146.
- 2) Statement of personal history in order to permit CBP to perform a background check. This form must be completed on principal officers and key employees who will be involved in the operation.
- 3) Request and obtain a letter of concurrence from the Zone Grantee.
- 4) If activity is for manufacturing, a description of the proposed manufacturing activity and a copy of the Foreign-Trade Zones Board approval of this activity.
- 5) Operator Agreement duly executed between the Operator and the Grantee, covering the Zone site for which Activation is sought.
- 6) A security inspection of the Zone site to ensure security systems are in place as listed in the Procedures Manual will be conducted by CBP.
- 7) FTZ Operator's Bond to CBP as specified by CBP prior to Activation.

Deactivation

An Operator may deactivate all or a portion of a Zone site by notifying Customs and Border Protection and the Grantee pursuant to the terms of the Operator Agreement between the Operator and the Grantee.

Alteration

An Operator may increase or decrease the amount of activated space within an authorized Zone site or Subzone by giving five working days advance written notice to the Grantee and to CBP and by applying for Alteration which includes a new layout diagram and a letter request for Alteration.

VIII. Activity Permitted in Zone

Storage of merchandise: Merchandise may be stored for an unlimited period of time in the Zone. Merchandise controlled under a Zone lot system must be physically segregated and marked by lot and lot number. Merchandise controlled under a UIN system does not need to be segregated or marked.

Quota Controlled Merchandise: Foreign merchandise subject to U.S. Government import quota controls may be placed in the Zone pending approval for transfer to CBP territory or may be re-exported to a foreign destination.

Manipulation of Merchandise: Before foreign merchandise may be manipulated within the Zone, the Operator will make application on CF 216 to CBP for approval. On approval, the contemplated manipulation may occur. A yearly, blanket CF 216 may be allowed by CBP.

Manufacturing in the Zone: Manufacturing in the Zone will have been approved in writing by the FTZ Board prior to the commencement of any manufacturing activity. A CF 216 will also be required to be filed with CBP, after FTZ Board approval and prior to the manufacturing. A yearly, blanket CF 216 may be allowed by CBP.

Exhibition of Merchandise: Any merchandise admitted to the Zone may be exhibited. The Operator must obtain permission from CBP to exhibit merchandise through submission of CF 216.

Change in Zone Status: The Zone status of merchandise may be changed in the Zone. Merchandise in NPF status may be changed to PF status if done prior to manipulation or manufacture effecting a change in tariff classification of the merchandise. PF status may not be changed to NPF status. Merchandise in D or NPF status may be changed to Zone-restricted status. The Operator will submit a CF 214 to CBP for approval of a Zone status change.

Destruction of Merchandise: Whenever Zonestatus merchandise is discovered damaged or merchandise is considered waste or scrap, it will be physically segregated, marked, and otherwise secured to preserve its identity. Such merchandise may be held for return to the vendor, for destruction or CBP entry. All merchandise destroyed will be recorded in the Operator's inventory control and recordkeeping systems.

Temporary Removal from Zone: Merchandise may be removed temporarily from the Zone for repair, restoration or incidental operations on application by the Operator to CBP, so long as no material value is added and no change in Tariff class has occurred.

IX. Fee Schedule

FTZ Grantee fees are authorized under the regulations at 400.42(b)(ii). The structure of FTZ No. 241 fees meet all regulatory requirements, including those pertaining to the operation of Zones as public utilities. As a public utility, the Grantee is entitled to charge fees to Operators and users in order to recoup the direct and indirect costs of operations and amortized costs of Zone start-up expenses including a temporary surplus, if possible. The Grantee structured these fees to achieve this recoupment within five years, instead of immediately, in an effort to minimize the financial burden on initial Zone Operators. By design, the fees charged by the Grantee are expected to stabilize over a 10-year period and, as in the case of other large Zone projects, to actually reduce if the Zone has grown to a point where reducing the fees will still cover costs.

As an extension of The City of Fort Lauderdale, the FTZ has been developed to affect the following objectives:

1. Diversify the economy of the Greater Fort Lauderdale Region.
2. Provide enhanced job opportunities for the citizens of the Region.
3. Provide a relocation incentive for companies involved in international trade, which, if successful, would bring investment, jobs, and commerce to the Region.

In order to accomplish these goals, the Grantee established the following fee structure. The fee structure is intended to encourage FTZ use. A lack of use or a delay in the utilization of each site is viewed as detrimental to the overall Zone project and is discouraged. Zone activation is the outward evidence of Zone use.

The fees are divided into two elements: one-time fees and recurring, annual fees. One-time fees are charged usually only once during the life of an FTZ site and recurring fees are those charged either each year or every time a site or Operator makes significant changes in its operations or size. The fees are not based on benefits, number of entries, etc.; they are instead based on the start-up costs and ongoing marketing, administration and other services provided by the Grantee in Zone Administration, which meets the letter and intent of the FTZ Board regulations.

One Time FTZ No.241 Fees

Application Fee

An application fee will be charged to any new site owner for a: Magnet Site, Subzone Site, Minor Boundary Modification Usage-Driven site or Production Notification when an application to the FTZ Board is being requested.

The fee will cover Grantee expenses for obtaining the necessary approvals, resolutions, letters and support services. This fee does not cover any costs to prepare the application, which must be borne by the applicant. The fee is based on the following schedule:

\$5,000	for each Non-Alternate Site Framework (ASF) Subzone, Production Notification (manufacturing) and/or Magnet Site application.
\$2,500	for each Alternative Site Framework (ASF) Minor Boundary Modification.

The application fees are payable in advance of the application request.

The Operator will also be responsible for paying any application or filing fees required by the Foreign-Trade Zones Board for such an application.

Activation Fee

An activation fee will be charged to an Operator when seeking to activate a Zone site. The fee will cover Grantee expenses for the preparation and processing of the Operator Agreement, the Grantee concurrence letter to the CBP Service and review of the activation request and related documents. This fee does not cover any costs to prepare the activation application, which must be borne by the applicant.

An activation fee of \$5,000 will be charged to an Operator upon activation, payable in advance of requesting a Grantee/Operator Agreement. The Operator will also be responsible for paying any activation fees required by CBP for such a request. (not in force at this time)

Deactivation Fee

A deactivation fee of \$3,000 will be charged to an Operator when seeking to deactivate a Zone site but will not include temporary deactivation or alteration of a Zone site or Subzone.

Ongoing, Annual Fees within FTZ No. 241

Annual Fee

The annual fee will cover 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. Annual Fees are due on the anniversary date of activation. Standard annual fees are:

Any Operator approved for Production Authority: \$10,000/yr.

Warehousing/ Distribution Operators:

Operator located in FXE airport, FTZ Hub Site	\$4,000/yr.
Operator located in an Enterprise Zone or CRA industrial park	\$2,000/yr.
Operator located in a Private Magnet or Usage-Driven site	\$8,000/yr.

Any Operator with two or more sites pays the appropriate highest fee applicable, plus one-half of each additional site's applicable fees.

All Grantee fees, as described herein, are payable to The City of Fort Lauderdale and are due upon receipt. Failure to pay timely can and will result in additional fees.

CBP Fees

At the time of issue of this Schedule, no fees are charged by CBP for Zone services. Should any fees or charges be imposed in the future, all such fees and charges shall be payable by the Operator of the affected Zone site. However, CBP does charge for overtime and other special services provided at the request of an Operator. Such fees and charges shall be payable by the Operator of the affected Zone site to CBP. Under no circumstances will the Grantee be liable or responsible for any such CBP fees or charges.

FTZ Board Fees

Any fees or charges imposed by the Foreign-Trade Zones Board shall be payable by the Applicant/Operator of the affected Zone site or as apportioned by the Grantee among the Zone sites. Under no circumstances will the Grantee be liable or responsible for any FTZ Board fees or charges.

Other Government Agency Fees

Charges for services of other government agencies should be arranged for and paid by the Operator who requires the use of such services. Under no circumstances will the Grantee be liable or responsible for any other government agencies' fees or charges.

Enforcement of Charges

Zone fees and charges are due and payable when invoiced. All fees and charges are non-refundable. Any and all amounts required to be paid by Operator to Grantee or which are to be paid "with interest" or which Grantee advances on behalf of Operator, which are not paid when due shall bear interest at the following rate: the legal rate provided by law for judgment in Florida plus three percent (3%). The interest rate shall be per annum from the due date until paid, unless otherwise specifically provided. The rate shall be modified from time to time as the legal rate or prime rate changes. Failure to pay fees and charges in a timely fashion may also result in cancellation of the Operator Agreement, deactivation of the Zone site, eviction or other remedies deemed appropriate by the Grantee.

X. Public Utility Principles

The Grantee will provide any stakeholder within the Foreign-Trade Zone program (User/Operator or site owner) or an entity potentially wanting to participate in the program, access to the Zone under public utility principles, according to their ability to qualify under 19 CFR Part 400.

The Foreign-Trade Zone Act of 1934 requires that Zone Grantees administer the Zones as a public utility, with fair and equitable rates and charges. As such, the Grantee will operate the Zone under the public utility guidelines provided in 19 U.S.C 81n in the Foreign-Trade Zones Act as listed below:

§ 81n. Operation of Zone as Public Utility

Each Zone shall be operated as a public utility, and all rates and charges for all 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 and its facilities and appurtenances uniform treatment under like conditions, subject to such treaties or commercial conventions as are now in force or may hereafter be made from time to time by the United States with foreign governments and the cost of maintaining the additional CBP service required under this chapter shall be paid by the Operator of the Zone.

For each type of entity that seeks Zone services; be it Zone Users, Operators, or new sites, the Grantee has a public review process and will allow said applicant the freedom to choose consultants, service providers and/or software providers. No restrictions apply.

XI. Appendix A

Activation: Approval by the Grantee and CBP for operations and the admission and handling of merchandise in Zone status.

Administrator: An employee of the Grantee, who is charged with managing the functions related to maintenance and development of the Zone including but not limited to marketing, administration of Zone access (application/activation) and report receipt, review, and submission, along with all other City and market interface.

Admission: Physical arrival of goods into the Foreign-Trade Zone with the approval of the Zone Grantee and CBP. The word "admission" is to be used instead of "entry" of goods in a Zone to avoid confusion with CBP entry processes under Parts 141 through 144 of the CBP Regulations.

Admit: To bring merchandise into a Zone with Zone status.

Alteration: 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.

Audit-Inspection Procedures: These procedures provide the framework for CBP to reduce on-site supervision of Zones and for Zone Operators to increase Zone operating flexibility through the audit-inspection method of supervising Zones. These procedures require use of the Zone Lot Number system or a Unique Identifier Number system. The systems may be manual, computerized, or a combination of both.

Applicant: A corporation, partnership, or person applying for the right to operate a Foreign-Trade Zone site or Subzone under the jurisdiction of Foreign-Trade Zone No. 241.

Bulk: A product or mass (of a product) which is not packaged, bundled, bottled or otherwise packed, so that it is designated as bulk or bulk merchandise.

CBP: U.S. Customs and Border Protection

Constructive Transfer: A legal fiction which permits acceptance of a CBP entry for merchandise in a Zone before its physical transfer to the CBP territory. Constructive transfer is deemed to have occurred when CBP receives and approves an entry in proper form. If the entry is not accepted, the merchandise will be deemed constructively transferred back to the Zone in its previous Zone status.

Control Number: The number used on all Zone admission forms to identify all merchandise and commodities. The control number will, in all cases, be the same as the tariff number for that same merchandise described in the Harmonized Tariff Schedules of the United States Annotated.

CBP Territory: The territory of the U.S. in which the general tariff laws of the U.S. apply. "CBP territory of the United States" includes only the fifty States, the District of Columbia and Puerto Rico, minus any areas within the boundaries of Foreign-Trade Zones.

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

Default: An act or omission that will result in a claim for duties, taxes, charges or liquidated damages under the FTZ Operator's Bond.

Domestic Status: Domestic status is for (a) the growth, product, or manufacture of the United States on which all internal revenue taxes, if applicable, have been paid and (b) previously imported merchandise on which all applicable duties and internal revenue taxes have been paid. Domestic merchandise may be returned to the CBP territory free of duty and taxes.

Exhibition: The showing of merchandise within a Zone, usually to prospective buyers. This may require CBP supervision whenever it involves packing, unpacking, repacking, assembly or reconditioning of the goods for showing.

First In-First Out (FIFO): Under the FIFO method, any fungible merchandise withdrawn from stock is assumed, in accordance with good business practice, to be withdrawn from the oldest stock first. In applying FIFO procedures, it is important to note that each Zone admission is considered a layer and the Zone Operator is responsible for identifying the appropriate sequence of transfers from the Zone to assure the proper layer was used and transferred from the Zone. Fungible merchandise is by definition, commercially interchangeable merchandise. Identification shall be maintained in the inventory control system records, generally by description and part or stock number.

Foreign-Trade Zone (FTZ): A restricted-access site in or adjacent to a CBP Port of Entry operated pursuant to public utility principles under the sponsorship of a corporation granted authority by the Foreign-Trade Zones Board (the Board) and under supervision of the CBP Service. 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 CBP 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 of 1934, as amended, and other applicable laws or regulations. The merchandise may be exported, destroyed, or sent into CBP territory from the Zone, in the original package or otherwise. It is subject to CBP duties if sent to CBP territory but not if reshipped to foreign points.

Foreign-Trade Zones Act: The Foreign-Trade Zones Act of June 18, 1934 (48 Stat. 998-1003; 19 USC 81a-81u), as amended (the Act).

Foreign-Trade Zones Board: The Board which is established to carry out the provisions of the Foreign-Trade Zones Act. The Board consists of the Secretary of Commerce (Chairman), the Secretary of the Treasury, and the Secretary of the Army or their designated alternates.

Grantee: A corporation which has the privilege of establishing, operating, and maintaining a Foreign-Trade Zone by grant of authority from the Foreign-Trade Zones Board. The Grantee for Foreign-Trade Zone No. 241 is The City of Fort Lauderdale, Florida.

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

relation to operations in the Zone, is considered to be foreign merchandise until its entry into the commerce of the United States.

Manipulation: Processing wherein merchandise is packed, unpacked, repacked, cleaned, sorted, graded or otherwise changed in condition, but not manufactured. The definition is taken from Section 562 of the Tariff Act. The precise distinction between manipulation and manufacture is subject to interpretation and enjoys a long history of case law.

Manufacture: (Sometimes called Production Notification within FTZ Board regulations) Generally, the production of articles for use from raw or prepared materials by substantially transforming such materials into new forms or with new qualities, properties or combinations, whether by hand, labor or machine. The CBP Service determines what constitutes manufacture on a case-by-case basis and distinguishes the manufacture from other operations such as manipulation, processing, production and blending. The Foreign-Trade Zones Board has defined manufacture as any process which results in a change in CBP classification of the merchandise and, therefore, requires prior clearance from the Board before the manufacturing can occur within the Zone and any such process requires a Production Notification application submitted, prior to any activity deemed "manufacturing or production" may occur within an activated FTZ site/subzone.

Merchandise: 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.

Merchandise, Conditionally Admissible: Merchandise which may be imported into the U.S. under certain conditions; merchandise which is subject to permits or licenses or which must be reconditioned to bring it into compliance with the laws administered by various Federal agencies.

Merchandise, Domestic: Merchandise which has been produced in the United States and not exported therefrom or previously imported into the CBP territory of the United States and properly released from CBP custody with payment of all applicable duties and taxes.

Merchandise, Foreign: Imported merchandise which has not been properly released from CBP custody into the CBP territory of the United States.

Merchandise, Fungible: Merchandise which, for commercial purposes, is identical and interchangeable in all situations. Originally applied to liquids or free-flowing substances which arrived in bulk, unpacked condition, the concept is now applied in Zones, for inventory control purposes, to shipments of goods which arrive packed but are unpacked and placed together in storage or manufacturing locations so that identification with the shipment as admitted to the Zone is lost. The concept is subject to wide use in manufacturing environments where it is infeasible to store goods in their original lots awaiting manufacture.

Merchandise, Mixed Status: Foreign merchandise which has been combined with domestic merchandise in the Zone is sometimes referred to as mixed status merchandise.

Merchandise/Operations, Prohibited: Merchandise, the importation of which is prohibited by law on grounds of public policy, morals or any merchandise which is excluded from a Zone by order of the Foreign-Trade Zones Board. Books urging treason or insurrection against the U.S., obscene pictures, and lottery tickets are examples of prohibited merchandise. Also, certain operations involving the following merchandise are prohibited: tobacco, distilled spirits, alcohol, wine and beer (26 USC 5001-5008, 5010); sugar (26 USC 4501-4503); watch movements (19 USC 1367-1368); and bicycle parts (19 USC 81c). Additionally, retail sales are prohibited in a Zone (19 USC 81o & 19 CFR, Part 146.14).

Merchandise/Operations, Restricted: Merchandise which may not be authorized for delivery from CBP custody without a special permit, or a waiver thereof, by an agency of the U.S. Government. Also, the Foreign-Trade Zones Board and CBP Service have restricted certain operations involving the following products: steel, textiles, television tubes and sugar. Operations involving orange juice may be restricted. The restrictions vary on a case-by-case basis.

Nonprivileged Foreign Status (NPF): Nonprivileged foreign status is a category for merchandise which does not have privileged or Zone-restricted status. Articles composed of nonprivileged foreign merchandise are classified and appraised in their condition at the time of transfer to the CBP territory for consumption.

Open or Yard Storage: The keeping of merchandise in open space within the fenced-in area of the Zone where merchandise not requiring weather protection may be stored.

Operator: A corporation, partnership or person that operates a Zone or Subzone under the terms of an agreement with the Grantee.

Operator Agreement: Prior to activation of the site, an agreement between the Operator of the Zone site and the Grantee will be executed. Activation cannot occur without an executed Operator Agreement.

Operator's Bond: All Zone Operators must submit to CBP a bond to assure compliance with CBP regulations. The bond is submitted on CBP Form (CF) 301. The bond provisions are set forth at 19 CFR 113.73, CBP Regulations. A failure to comply with the regulations may be deemed a "default" by CBP and result in the assessment of liquidated damages under the bond.

Port Director: CBP, Ft. Lauderdale, Florida. Port Director is the local representative of the FTZ Board as identified in the FTZ Board regulations and is the authority on all operational and activity-related issues at the Zone.

Port of Entry: A place designated by the U.S. Government at which a CBP officer is assigned with authority to accept entries of merchandise, collect duties and enforce the various provisions of the CBP laws.

Privileged Foreign Status (PF): In normal operations or prior to any manipulation or manufacture which would change its tariff classification, an importer may apply to the District Director to have imported merchandise in the Zone given privileged foreign status. The merchandise is classified and appraised, and duties and taxes are determined the date the application is filed. Taxes and duties are payable, however, only when such merchandise or articles are transferred to the CBP territory. The determined duty rate and taxes are not subject to future fluctuation. Once established, privileged foreign status cannot be changed.

Reactivation: A resumption of the activated status of an entire area that was previously deactivated without any change in the Operator or the area boundaries. If the boundaries are different, the action is an alteration. If the Operator is different, it is activation.

Retail Sale: The sale of goods to ultimate consumers, usually in small quantities.

Subzone: A special-purpose Zone established as part of a Zone project for a limited purpose that cannot be accommodated within an existing Zone. The term "Zone" also applies to a Subzone, unless specified otherwise.

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.

Unique Identifier Number (UIN): CBP identifies and defines a UIN as any unique set of alpha-numeric characters which is assigned to a category of merchandise, i.e., by unique numbers and/or letters that identify merchandise admitted to a Zone (SKU, part number, bar code, etc.). Inventory levels are adjusted on a First-In-First-Out (FIFO) or Foreign First (FOFI) basis pursuant to generally accepted accounting principles.

Vessel/Aircraft Supply: The supply of goods or equipment free of duties and taxes under Section 309 of the Tariff Act to eligible vessels or aircraft for use while actually engaged in foreign trade or in transit to Alaska, Hawaii, Puerto Rico or any U.S. possession. This term is sometimes confused with exportation, which involves removal from the geographic territory of the United States and entry into a foreign country.

Zone Lot Number (ZLN): A collection of merchandise maintained under an inventory control method based on specific identification of merchandise admitted to a Zone by lot and lot number.

Zone-Restricted Status: Articles in Zone-restricted status have been brought to the Zone from CBP territory for the purpose of exportation, destruction or storage and are considered exported.

CBP Forms:

- 214 Application for FTZ Admission and/or Status Designation: Application and permit to approve status and admit merchandise into the Foreign-Trade Zone and report of merchandise received at Zone site.
- 214A The CF 214A Statistical Copy: The CF 214A must be printed on salmon or pink colored stock and identified as "Statistical Copy." It shall include the data required in items 1, 2, 3, 4, 5, 7, 8, 14, 15, 16, 17, 18, 19, 20, 21, and 23 of the form. The responsibility for obtaining and providing the information rests with the Operator for admissions to the Zone. CBP is responsible for making sure the information is provided, then transmitting to Census, unless direct transmit to U.S. Census has been authorized.
- 216 Application for FTZ Activity Permit: Application and permit for the manipulation, manufacture, exhibition or destruction of Foreign-Trade Zone merchandise.
- 301 CBP Bond: All CBP bonds utilize this form. The Foreign-Trade Zone Operator's bond provisions are set forth at 19 CFR 113.73.
- 3461 Entry/Immediate Delivery Application: Used for entry of foreign or mixed status merchandise into CBP territory. Duties and taxes are payable on filing of the CF 7501 within ten (10) working days of release of merchandise. An estimated CF 3461 may be used if the Operator operates under Estimated Production Procedures for Consumption (19 CFR, Part 146.63c).
- 5119-A Informal Entry: Entry for goods valued under \$1,250. Informal entry does not require a bond. Informal entry is generally not permitted for textiles and textile products (CBP Directive 3500-07).
- 7501 Consumption Entry: Entry for foreign or mixed status merchandise into the CBP territory of the United States. Duties and taxes must be paid at the time of filing this form. Consumption entries must be supported by an entry bond.

- 7512 Transportation Entry and Manifest of Goods Subject to CBP Inspection and Permit: This form is used to establish the responsibility of bond for the transfer of foreign or mixed status merchandise from the port of unloading to the Zone (unless the Zone is located in the port of unloading which requires the use of a CF 214, CF 3171, or CF 6043); from the Zone to the Port of exportation; from one Zone to another Zone; from a Zone to a bonded warehouse; and for other transfer purposes.
- 349/350 Harbor Maintenance Fee Quarterly Summary Report and Amended Quarterly Summary Report: The Harbor Maintenance Fee is remitted quarterly for merchandise admitted to Foreign-Trade Zones and Subzones. CF 349 is used to report and remit the quarterly fees. CF 350 is used to amend prior reports, to request refunds, or to make supplemental payments.

FOREIGN-TRADE ZONE OPERATING AGREEMENT

BETWEEN

**CITY OF FORT LAUDERDALE
FORT LAUDERDALE EXECUTIVE AIRPORT
FORT LAUDERDALE, FLORIDA
GRANTEE OF FTZ NO. 241**

AND

**UNIVERSAL MARINE CENTER, INC,
SITE 26
Usage Driven Site**

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FOREIGN TRADE ZONE OPERATOR AGREEMENT

This Foreign-Trade Zone Operator Agreement ("Agreement") made and entered into by and between the CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, located at Foreign-Trade Zone No. 241, (hereinafter "Grantee" or "City"), and Universal Marine Center, Inc. a Florida Limited Liability Company, authorized to do business in the state of Florida having its principal address at 2700 SW 25th Terrace Fort Lauderdale, FL 33312 (hereinafter "Operator" or "Foreign-Trade Zone Operator"), dated this 24th day of April, 2024.

WITNESSETH:

WHEREAS, the Foreign-Trade Zones Act of 1934, as amended, 19 U.S.C. §81, et seq. (hereinafter "the Act"), authorized the Foreign-Trade Zones Board (hereinafter "FTZB") to grant to certain corporations the privilege of establishing, operating, and maintaining Foreign-Trade Zones in or adjacent to ports of entry under the jurisdiction of the United States of America; and

WHEREAS, Grantee applied for a grant to establish, operate, and maintain a Foreign-Trade Zone, and FTZB approved the grant of said application on the 6th day of April 2000 under Order No. 1081, and established Foreign-Trade Zone No. 241 at the Fort Lauderdale Executive Airport and six (6) other qualified sites within Broward County, Florida (hereinafter "Zone No. 241" or "Zone"); and

WHEREAS, Operator presently desires to operate on a certain parcel also known as Site No. 26 (hereinafter "Site"), and as reflected in Operator's Application said Site to be used for storage of yachts and

WHEREAS, the Operator's application was approved on September 19, 2023 by FTZB and the approval of the application forms the basis for this agreement that intends to govern the relationship between Grantee and Operator for operation of the Site; and

WHEREAS, Grantee deems it practicable to limit its participation in the everyday operations of the Site and to place the operation of Site No. 26 under the supervision of Operator, in accordance with the terms and conditions of this Agreement; and

WHEREAS, by Resolution No. 22-67, adopted at its April 5, 2022, meeting, the City Commission of Grantee approved the Zone Schedule for all sites; and

WHEREAS, by Resolution No. 14-69, adopted at its April 15, 2014, meeting, the City Commission of Grantee authorized the City Manager to submit applications to activate new Foreign Trade Zone Sites and to execute Foreign Trade Zone Operator Agreements on behalf of the City.

NOW THEREFORE, IN CONSIDERATION of the payments, mutual covenants, and agreements contained herein, the parties hereto covenant and agree to the following terms and conditions as follows:

Section 1. Authority Granted / Accepted

1.1 Authority Granted and Representations. Operator represents and warrants that it is a limited liability company in good standing in the jurisdiction where it was created and is authorized to conduct business in the State of Florida; that it is a financially sound company having the ability to meet all of the financial obligations required of a Foreign-Trade Zone Operator; that it is not in arrears in the payment of federal or state taxes; and that it has no outstanding judgments or claims that would interfere with its ability to conduct business in the Zone. In reliance on these representations and warranties, Grantee grants Operator the authority to use the Site located in Broward County, Florida, and more fully described in Exhibit "A", as a Foreign-Trade Zone subject to the terms, conditions, obligations, agreements, and restrictions and for the term hereof and for all extensions thereto. Operator represents and warrants it is the owner of the Site or holds a license or leasehold interest under which it has the authority to own, manage and operate the foreign trade zone.

1.2 Authority Accepted. Operator assumes all responsibility for the operation and management of the Site and agrees to operate and manage the Site in accordance with the U.S. Customs and Border Protection (hereinafter "U.S. Customs" or "CBP")) and FTZB Regulations, the approvals in the Grant of Permit specific to Operator's site(s), all other applicable federal, state and local laws, rules and regulations, and in accordance with the terms and conditions of this Agreement.

1.3 Non Exclusive Agreement. The authority granted herein is not exclusive and shall not be construed as any limitation upon the right of the Grantee, through its proper officers, and in accordance with applicable law, to grant to other persons or entities the rights, privileges or authority similar to or different from the rights, privileges and authority herein set forth, in the same or other parts of Foreign-Trade Zone No. 241.

1.4 Knowledge. The appearance of Grantee's name on any forms or documents mentioned in or required by this Agreement shall not be construed or interpreted as a representation that Grantee has any knowledge, actual or constructive, of the quantity, character, status designation, identification, or time of admission, transfer or release of goods or merchandise into or from the Site. All information contained on any forms or documents are the representations of Operator only, and not of Grantee.

1.5 Incorporation by Reference. There is hereby incorporated by reference into this Agreement the regulations issued by U.S. Customs, the FTZB and the Department of Commerce relating to the Foreign-Trade Zones Program and all applicable regulations referenced therein (hereinafter collectively referred to as the "Regulations"). Any subsequent amendment to the foregoing regulations and provisions or further regulations and provisions promulgated by the CBP or the Department of

Commerce, which are applicable to either party or to the Zone or to the Site shall also be deemed to be incorporated herein and, as appropriate, will supersede the cited regulations and provisions. Such Regulations shall govern the manner in which Operator maintains and operates the Zone and Site. Any changes to the Regulations which impact the provisions of this Agreement will take precedence over provisions of this Agreement. The provisions herein pertain to the rights and obligations between Operator and Grantee and are supplementary to the Regulations. Unless specifically stated otherwise, in applying the regulations to this Agreement, Operator shall be substituted for Grantee, it being the understanding of the parties that Operator assumes all obligations of the Grantee with respect to the operational aspects of the Zone site(s) and Site.

Section 2. Term and Renewal

2.1 Unless otherwise terminated as herein provided, this Agreement shall remain in effect for three (3) years, unless, the Operator vacates the Site, the Operator business is sold, lease or transferred, whether by operation of law or voluntarily, or the operator changes, the grant of authority to the Grantee is revoked or terminated, the Site sunsets if no "foreign non-duty paid merchandise is admitted to the Site for a *bona fide* customs reason during the sunset period" or if U.S. Customs fails to "activate" the Site, commencing on the last date on which all of the following have occurred:

- (a) approval of the Site by the FTZB;
- (b) execution of this Agreement by the City Manager of Grantee provided the City Commission has delegated authority to the City Manager; (the "Effective Date")

This Agreement may automatically renew for subsequent three (3) year terms ("Renewal Terms") upon the mutual consent of the parties, and upon the same terms and conditions hereof as may be adjusted by the then current Zone Schedule (Tariff). To the extent not addressed herein, upon any extension or renewal of this Agreement, Operator agrees to comply with all standards, regulations, rules, laws, codes, whether, federal, state and local, and any fees in effect at the time of extension or renewal. Upon the expiration of the term of this Agreement, if no new agreement or extension of agreement is entered into, Operator is obligated to deactivate the Site as of the date of the expiration of the term of the Agreement.

Section 3. Standards of Operation

3.1 Foreign-Trade Zone Schedule. Grantee has established standards of operation and management as set forth in the "FTZ No. 241 Zone Schedule," with which Operator agrees to fully comply with, as such document may be amended from time to time, a copy of which is attached hereto and made a part of this Agreement as Exhibit "B" (hereinafter "Zone Schedule"). Operator shall require strict adherence to the Zone Schedule and this Agreement by all persons, firms, and corporations admitted by Operator to the Site.

3.2 Right of Entry. Representatives of the FTZB, U.S. Customs and other authorized U.S. Government officers shall have the right to enter the Site or any portion

thereof during normal business hours or as provided for by laws or regulations for the authorized and lawful purpose of examining the same; conferring with Operator, its agents, invitees, and employees on such premises; inspecting and reviewing operations, equipment, facilities, supplies, records and merchandise; and determining whether the business is being conducted in accordance with the procedures established in accordance with this Agreement, the Zone Schedule, and Procedures Manual.

3.3 Grantee's Right to Entry. Representatives of the Grantee, Zone Administrator shall have right to enter the Site or any portion thereof during normal business hours or as provided for by laws or regulations for the lawful purpose of conducting Grantee inspections of the Site or to determine compliance with all regulations. Notwithstanding, the parties specifically acknowledge that Grantee is not obligated to, nor does it intend to monitor the day-to-day activities of the Site or the Operator.

3.4 Activities on GP Site. Operator shall be responsible for all activity occurring within the Site. Any use of the Site other than as approved by the FTZB is expressly prohibited and constitutes a material breach of this Agreement.

3.5 Security. Operator shall take and maintain adequate security measures for merchandise located at the Site in accordance with U.S. Customs' rules and regulations, and Grantee shall have no responsibility, therefore.

3.6 Electronic Systems. Operator commits itself to the establishment of an electronic interface as required by U.S. Customs. When the specifications and requirements for said interface have been developed and implemented by U.S. Customs, Operator agrees that it will adapt and utilize all such inventory controls and interface. Operator agrees that it will pay all costs and expenses associated with the development, implementation, operation and maintenance of electronic systems required hereunder.

3.7 U.S. Customs Actions. Operator shall inform Grantee, by telephone or facsimile, and in writing within twenty-four (24) hours of any notices of audits, spot checks, or spot audits, and within five (5) business days of any liquidated damages, penalties or investigations by U.S. Customs regarding any merchandise or activity at the Site.

3.8 Repair and Maintenance of Facilities. Operator, at its own expense, shall at all times repair and maintain the structures and other facilities that Operator leases or owns within the Site, in a condition satisfactory to the Grantee and consistent with the nature of the operations in the Foreign-Trade Zone. Operator shall make such repairs or alterations as may be ordered by the FTZB or Grantee within a reasonable time after being so ordered. Operator agrees to keep the Site free from trash and debris, and agrees to maintain the Site in a safe, clean and sanitary condition.

Section 4. Administrative Fees and U.S. Customs Expenses

4.1 Administrative and Grantee Fees. In consideration of the granting of this authorization to operate the Site, Operator agrees to pay or cause to be paid any and all costs, expenses, penalties and taxes (if any) arising out of or in any way connected with the Site operation, including, but not limited to, costs and expenses for any fees that must be paid to the FTZB or U.S. Customs for the Site, construction, installation, improvements, security, maintenance, advertising and personnel expense, and to pay to Grantee, the following, non-refundable fees, in addition to any and all fees set forth in the Zone Schedule, as amended:

- (a) Activation Fee. Upon execution of this Agreement, but prior to the Activation Request being submitted to U.S. Customs, Operator shall pay to Grantee a non-refundable activation fee of Five Thousand (\$5,000.00) Dollars.
- (b) Deactivation Fee. When Operator deactivates its Site (other than temporary deactivations of less than one year), Operator is responsible for the payment to the Grantee of a Deactivation Fee of Three Thousand (\$3,000.00) Dollars, prior to requesting U.S. Customs to deactivate the Site. As used herein, "deactivation" shall not include "temporary deactivation" or alteration of a Site.
- (c) Annual Fee. In consideration of the grant of this Agreement to operate and maintain the Site, Operator shall pay Grantee a non-refundable service charge ("Annual Fee"), which shall cover reasonable costs and expenses incurred by Grantee in connection with the maintenance of Foreign-Trade Zone No. 241, including the costs incurred in the establishment of said Zone and Site. The Annual Fee is established in the Foreign-Trade Zone No. 241 Schedule as required by 15 CFR Part 400 and is adjusted periodically. The Annual Fee shall be equal to Eight Thousand Dollars (\$8,000.00) for each year of the initial term of this Agreement for an Operator located in a Private Magnet or Usage Driven Site and Ten Thousand and No/100 Dollars for any operator approved for production authority and may be adjusted thereafter as provided for herein. The Annual Fee is to be paid within five (5) working days of receipt of the U.S. Customs letter of activation, and on the anniversary date of each year thereafter.
- (d) Application Fee. Upon execution of this Agreement, but prior to the Activation Request being submitted to U.S. Customs, Operator shall pay to Grantee a non-refundable application fee of Two Thousand Five Hundred (\$2,500.00) Dollars. In addition, Operator shall also pay Grantee an application fee of Five Thousand (\$5,000.00) Dollars, whenever Grantee must return to the FTZB for approval to modify (add to or subtract from) the approved FTZ space, including but not limited to, adding space or area, deleting space or area, or reconfiguring space or area.

4.2 U.S. Customs Service Administration Expense. Operator shall pay, or cause to be paid, the full cost of all U.S. Customs Service administrative fees attributed to the Site, if any are or should in the future be required by law, regulation, or ruling. It shall be the responsibility of Operator to determine whether such fees must be paid.

4.3 U.S. Customs Service Bond Expense. Operator shall pay the full cost of and maintain for at least ninety (90) days after the expiration of the term or termination of this Agreement, a U.S. Customs Service Bond required by the U.S. Customs Service for operation of the Site, which shall be adjusted from time to time as changes to this requirement are made by U.S. Customs.

4.4 Site Operator Bond on Behalf of the Grantee. Operator shall pay the full cost of and maintain for at least ninety (90) days after the expiration of the term or termination of this Agreement a Surety Bond in the name of Grantee as an obligee under the bond in an amount equal to the amount of the Customs Bond, as may be changed by U.S. Customs from time to time, but in no circumstances shall the Operator Bond on behalf of the Grantee be reduced.

4.5 Bond Form. The form of the bonds required in Section 4.3 and 4.4 shall be approved by Grantee. All bonds shall specifically name the City of Fort Lauderdale as an Obligee under the bond. Bonds shall contain the following endorsement: "It is hereby understood and agreed that this bond may not be modified, canceled, terminated, or denied renewal by the surety unless and until Obligee has been provided with written notice at least forty-five (45) days before any such modification, cancellation, termination, or failure to renew becomes effective. The bond shall further specifically reference an agent of surety within the state authorized to accept all claims on the bond, including service of process necessary as a result of any litigation.

4.6 Breach. Failure to comply with Sections 4.3 through 4.5 of this Agreement constitutes a material breach of the same.

4.7 Fee Escalations. Zone, Site and Subzone sites shall be subject to the "then-current tariff fees" of Foreign-Trade Zone No. 241 upon the date of the initial term and each renewal date of this Agreement.

4.8 Assessments and Taxes. Operator shall be responsible for all assessments, taxes, and fees lawfully imposed on the Site.

Section 5. Recordkeeping Requirements

5.1 General Requirements. Operator shall maintain its accounts and inventory records for all merchandise and activity in the Site in accordance with generally accepted accounting principles and in compliance with all requirements of federal, state, or local government agencies having jurisdiction over the Operator.

5.2 Reports. Operator agrees to submit to Grantee, during the term herein or any extension thereto, reports containing data required by the Grantee, the FTZB, and U.S. Customs. All such reports and statements shall be signed by authorized officials of

Operator, certifying to the accuracy of the reports. Current reports and due dates for reporting are:

(a) Foreign-Trade Zones Board Annual Report: The FTZ Board annual report shall be prepared on a calendar basis (January 1-December 31st of each year) and shall be input by the Operator with a copy sent by the Operator to the Grantee to be received by Grantee no later than February 28th of the following year.

(b) Annual Certification Letter: This letter will signify that the Operator has prepared, on an annual basis, an annual reconciliation as prescribed by federal and U.S. Customs regulations, and such reconciliation shall also include:

- (1) Operator shall undertake at least an annual physical inventory of all merchandise in the Site (unless continuous cycle counts are conducted) with prior notice of the date(s) given to Grantee and to U.S. Customs for any supervision of the inventory deemed necessary by either of them.
- (2) As part of the annual reconciliation, Operator shall specifically and conspicuously reference the discrepancies, as required by U.S. Customs and federal regulations, Operator shall notify the U.S. Customs Port Director and Grantee of any discrepancies, when required by the U.S. Customs regulations.
- (3) An annual reconciliation shall be prepared by Operator and provided to U.S. Customs, as prescribed in the applicable federal regulations.
- (4) Operator shall submit to U.S. Customs, within ten (10) working days after completion, the above-mentioned certification letter declaring that the report has been completed, is accurate, and is available for review by U.S. Customs.
- (5) A systems review shall be included indicating any material deficiencies, conversions, or modifications to the system tracking the inventory in the Zone and Site.

(c) Operator shall provide Grantee with copies of all correspondence from U.S. Customs to Operator and all correspondence from Operator to U.S. Customs concerning Foreign-Trade Zone operations, liabilities, and issues. All correspondences to and from the FTZB shall be made through the Grantee, and any direct correspondence shall be provided to the Grantee. All copies of Operator, U.S. Customs or FTZB correspondence, in whatever form (written or electronic), shall be sent to Grantee in a timely fashion, but not more than five (5) business days from receipt or date sent, unless otherwise provided in this Agreement.

5.3 Confidentiality. All financial operations information concerning Zone and Site operations shall be kept confidential, except for that information or documentation which is required to be made public by the FTZB, the Florida Public Records Act, federal or other applicable laws, or regulations.

5.4 Additional Reports. In the event that any audit, inspection, or examination by the U.S. Customs, the FTZB, or Grantee discloses that books, records, or operational procedures of Operator are not in conformance with the requirements of this Agreement or applicable laws or regulations, Grantee may order the immediate correction of the documents, procedures or deficiencies. In the event that it is anticipated that such correction will take in excess of five (5) working days, Operator shall submit a plan (report) to the Grantee for the correction of such discrepancy. Grantee shall respond to the proposed plan within five (5) working days by either accepting it or designating a reasonable time within which Operator must complete corrections.

5.5 Record Retention. All financial and accounting records concerning operations shall be retained for a period of five (5) years after the act or occurrence recorded or after the merchandise covered by such records has been forwarded from the Zone and Site, whichever is longer, and all such records shall be available at the Site for inspection and audit by Grantee or its designee, or any appropriate government agency during normal business hours upon twenty-four (24) hours prior written notice to Operator.

Section 6. Operation of Zone

6.1 Operator shall operate and maintain the Site in accordance with the terms of this Agreement, all provisions of the U.S. Foreign-Trade Zones Act and regulations issued thereunder, and all requirements of the FTZB and U.S. Customs Service.

6.2 Operator may conduct in the Site all activities necessary to operate the Site as permitted by the Act and only those activities approved in the FTZB approvals authorizing Zone Operator's Site.

6.3 Grantee hereby grants to Operator the right to undertake the following approved activities: storage of yachts.

6.4 Operator shall ensure that all merchandise and activities occurring within the Site are in compliance with all federal laws, rules, and regulations and in compliance with all rules and regulations established by Grantee for operations of the Zone, including Zone Schedules/Tariffs. Upon becoming aware of any violation of the laws, rules, and regulations referred to herein, Operator shall immediately notify Grantee of such violation.

6.5 Operator shall provide a published fee schedule for its operation inside the Site. Operator hereby agrees to comply with the Public Utility principal stated in 15 CFR Part 400 as applicable. All rates and charges are to be uniform, fair and suitable.

Operator agrees to post its fee schedule within the activated area of its Zone and Site Operations in an appropriate and conspicuous location.

6.6 Operations Manual. Operator shall establish standards of operation and management of the Site, which comply with the requirements of the FTZB and U.S. Customs, and any applicable laws, rules, regulations, standards and codes. Operator shall ensure compliance with such standards by its employees, agents and representatives, and all persons, firms, corporations and other entities admitted by Operator to the Site. Operator, at its sole cost and expense, shall be responsible for preparing in written form and filing with U.S. Customs a Foreign-Trade Zone Site Operations/Procedures Manual. Operator shall immediately provide a copy of such manual to Grantee at the same time such manual is forwarded to U.S. Customs, and immediately after each and every amendment to the manual is forwarded to U.S. Customs.

6.7 Alteration of Activated Area. Operator shall not make any applications to U.S. Customs to alter the activated area of the Site without the prior written consent of Grantee.

Section 7. Indemnification and Insurance

7.1 Indemnification. Operator shall and will at all times forever hereafter fully and completely indemnify, defend, and hold harmless Grantee, its elected officials, employees, and agents from and against any and all detriment, damages, losses, claims, demands, suits, costs, expenses (including without limitation costs of suits and attorneys' and experts' fees through any appeals), fines, penalties, liquidated damages, duties, interest, cost of investigation, damages for personal injury or death, damage to property or the environment, defective condition or charges which Grantee, its elected officials, employees, or agents may directly or indirectly suffer, sustain, or be subjected to for or by reason of, or which in any way arise out of or are attributable to, this Agreement or the Site, or the execution and delivery hereof by Grantee, its elected officials, employees, and agents, or the use, operation, or maintenance of the Site by Operator, or the acts, omissions or negligence of Operator, its officers, employees, agents or subcontractors, or the failure by Operator, its officers, employees, agents, or subcontractors to comply with any term or condition of this Agreement or any applicable federal, state or local law, rule or regulation, whether the same be suffered or sustained by Grantee, its elected officials, employees, or agents or by any other person who shall send Operator written notice of any claim asserted against Grantee in connection with this Agreement, or the use, operation, or maintenance of the Site, within seven (7) business days of its receipt of a written claim; and shall provide Operator with a reasonable opportunity to defend against such claim in accordance with the terms hereof. Operator shall retain the right to select counsel, subject to Grantee's approval through its City Attorney, which approval shall not be unreasonably withheld, conditioned or delayed. This indemnity obligation shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Grantee and the City Attorney, any sums due Operator under this Agreement may be retained by Grantee until all of Grantee's claims for indemnification pursuant to this Agreement have

been settled or otherwise disposed of, and any amount withheld shall not be subject to payment of interest by Grantee.

7.2 Environmental Obligations. Operator acknowledges and agrees that it shall be responsible for ensuring that all environmental permits and authorizations of the Site are and remain in compliance throughout the term of this Agreement with applicable environmental laws, rules, regulations and ordinances. Without any expense or cost to Operator and for as long as Operator leases or owns the Site, Operator shall remove and remediate or shall cause to have removed and remediated any non-permitted release or discharge or Pollutants, as hereinafter defined discharged or released at, on, over, or under the Site during the term of this Agreement. The term "Pollutants" means all derivatives or by-products of any one or more of the following terms, as defined by applicable local, state, or federal laws or regulations: hazardous substances, hazardous materials, hazardous waste, toxic substances, toxic pollutants, or such other pollutants, contaminants, substances, materials, and wastes as are or which become regulated under applicable local, state or federal laws or regulations. The provisions of this section shall survive the expiration or termination of this Agreement to the extent a breach of the environmental regulations hereunder occurred during the term of this Agreement. The indemnification obligation of Operator, as set forth in Section 7.1, includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work required by any federal, state or local governmental agency because of hazardous material present in the soil or groundwater or under the Site.

7.3 Insurance. Operator agrees to keep in effect during the term of this Agreement general liability insurance, naming the Grantee and its directors and officers as additional insured, (including an obligation of the insurer to defend Grantee in any action covered by the insurance), covering public liability arising out of or in connection with Operator's acts, activity or operations at and in connection with the Zone in an amount not less than \$1,000,000 combined single limit liability for bodily injury and property damage. Operator will furnish Grantee, upon request, certificates of such insurance issued by the insurer. The insurance required hereby may be provided by a policy or policies arranged specifically to cover the obligations assumed hereby or by blanket insurance which covers these obligations and other obligations and liabilities of Operator.

Section 8. Recognition of Successor

8.1 It is the intent of the parties hereto that the Site shall be operated as a Usage Driven Foreign-Trade Zone Site for a period concurrent with the term of this Agreement and any approved extension thereof, but nothing herein contained shall obligate Grantee to recognize any successor to Operator, whether by sale, lease, transfer, or assignment, or operation of law, other than a subsidiary of Operator, or the parent or a subsidiary of the parent of Operator unless such prospective successor is acceptable in every respect to and at the discretion and upon the determination and approval of Grantee in writing. Notice of the closing of a sale, sublease, assignment or other change of ownership interest in said business to be conducted herein shall be given in writing by Operator at least forty-five (45) days prior to such closing and said notice shall contain the names and addresses of every person and entity acquiring any

interest in said business or operations. Failure to provide notification to Grantee will be considered a material breach of this Agreement. If the successor in interest is other than one unconditionally accepted above, Grantee shall have the option and right to cancel this Agreement within (30) days after receipt of the notice from Operator.

Section 9. Default and Termination

9.1 Defaults by Operator. The occurrence of any one or more of the following events shall constitute a default of this Agreement by Operator:

(a) Operator fails to pay any installment of any FTZ-related fee or other amounts required to be paid, reimbursed, or expended by it under the provisions of this Agreement or the Zone Schedule, when the same shall become due for payment, and such failure remains uncured for ten (10) consecutive days after written notice of such failure has been given to Operator by Grantee, provided that written notice of the failure need be given only once during any twelve-month period after which notice is not required; or

(b) Operator defaults under any mortgage, deed, trust, or lease with respect to the Site; or

(c) Operator fails to perform or comply with (i) any non-monetary obligation, term, covenant, condition or provision of Operator under this Agreement or any other document executed or delivered in connection herewith or (ii) any other term, covenant, condition or provision of this Agreement or any other document executed or delivered in connection herewith, and does not commence and complete the correction of such failure within thirty (30) days after written notice of such failure from Grantee or, if by its nature the failure cannot be corrected within such thirty (30) days, Operator fails to commence such correction within such thirty (30) days or, having so commenced such correction, does not complete same within such additional reasonable time, as determined by Grantee (not to exceed an additional sixty (60) days), as required under the circumstances); or

(d) Operator files bankruptcy or reorganization proceedings or becomes insolvent, or is declared or adjudicated as or commits an act of insolvency or bankruptcy, or any court takes jurisdiction of Operator's assets or property pursuant to any proceeding brought under the provisions of any bankruptcy or insolvency act, or makes an assignment for the benefit of creditors, or if a receiver or trustee is appointed to take charge of Operator's affairs, or any execution or sequestration or attachment shall be issued against Operator's property, or any part thereof shall be taken or occupied or attempted to be taken or occupied or in danger of being taken or occupied as a result of any action or proceeding of a party other than Operator, or Operator allows any final judgment against it unsatisfied, unstayed, or unbonded, or if Operator defaults in the performance of any covenant or agreement made hereunder; and such default is not remedied within thirty (30) days after notice of such default, then Grantee may thereupon terminate this Agreement and all rights hereunder of Operator; or

(e) The occurrence of FTZB or U.S. Customs action removing Operator's authority or ability to operate in Zone No. 241, which occurrence shall entitle Grantee to immediately terminate this Agreement; or

(f) The lack of Foreign-Trade Zone activity (filing 214's) on the Site for any three (3) year period which shall entitle Grantee to terminate this Agreement upon ten (10) days written notice to Operator; or

(g) Operator fails to comply with any provisions of the U.S. Foreign-Trade Zones Act and regulations issued thereunder, any requirements or regulations of the FTZB and U.S. Customs, any other applicable federal, state and local laws, rules, regulations, codes, and requirements, whether or not such legislation or rules are enforced by U.S. Customs or the FTZB.

9.2 In the event Operator fails to fulfill its obligations as otherwise set forth herein, Grantee may notify Operator that it is in default under this Agreement. Operator shall be given thirty (30) days after notice of said default to cure said default, unless otherwise specifically provided herein. If said default is not cured within said thirty (30) day period, Grantee may terminate this Agreement, unless otherwise provided herein.

9.3 Termination or Deactivation by Operator.

(a) Operator shall have the right, at any time, to terminate this Agreement and all rights and obligations hereunder upon thirty (30) days prior written notice to Grantee, provided that a written plan for deactivation is supplied to Grantee, all required fees have been paid, and a planning meeting is held with U.S. Customs on the deactivation prior to the thirty (30) days commencing.

(b) In the event this Agreement is terminated, Operator shall, at its sole cost and expense, take all actions necessary with respect to merchandise and goods on the Site, including the removal of all bonded merchandise and goods on the Site necessary to deactivate the Site, including the removal of all bonded merchandise and goods therefrom or making of a U.S. Customs entry. Operator shall be prepared to complete deactivation of the Site within ten (10) days of termination. In the event Operator fails to comply with the foregoing time limitation, Operator shall pay Grantee, as liquidated damages, an amount equal to one (1%) percent of the value of the bonded merchandise and goods on the Site for each calendar day after the ten-day period has expired.

(c) Operator acknowledges and agrees that despite anything to the contrary contained herein, upon termination or expiration of this Agreement for any reason, Operator shall not be released or relieved from fulfilling any of its obligations or duties that arose or accrued during the term of this Agreement. Operator specifically represents and warrants to the Grantee that upon termination or expiration of this Agreement for any reason, Operator shall completely fulfill and perform all of its obligations or duties that arose or accrued during the term of this Agreement.

(d) In the event of termination, no refunds of any fees paid to Grantee in accordance with Section 4 of this Agreement will be processed or provided to Operator, except that where termination is the result of FTZB action Operator will receive a prorated portion of the Annual Fee paid in accordance with Section 4.1 (e) minus the Deactivation Fee set forth in Section 4.1 (b), unless said Deactivation Fee is otherwise paid to Grantee.

(f) Upon termination of this Agreement for any cause, Operator shall immediately discontinue all use of trade names, trademarks, signs and forms of advertising and any other indicia of operation within the Foreign-Trade Zone at the Site, specifically referring to Foreign Trade Zone No. 241, Fort Lauderdale Executive Airport, or the City of Fort Lauderdale. Should Operator fail to make or cause to be made, such changes, within ten (10) days after written notice, then Grantee shall have the right to enter upon the Site without being deemed guilty of trespass or other tort, and to make or cause to be made such changes at the expense of Operator, which expense Operator agrees to pay on demand.

9.4 Withdrawal of Grant. If the grant of a Foreign-Trade Zone to Grantee shall be revoked or canceled, this Agreement shall terminate and Operator shall have no claim against Grantee by reason of such revocation or cancellation.

Section 10. Independent Contractor Status

10.1 Operator is an independent contractor in the performance of all activities and functions pursuant to this Agreement. Grantee and Operator are not and shall not be considered as joint venturers, 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. Operator's officers, employees, agents and subcontractors shall not be considered officers, employees or agents of Grantee. Grantee and Operator further agree not to represent to anyone that they are agents of one another or have the authority to act on behalf of one another.

Section 11. Notices

11.1 Any notice given under the provisions of this Agreement shall be in writing and shall be sent by certified or registered mail by depositing the same in the U.S. Mail, postage prepaid, or by hand delivery or overnight courier. Any such notice mailed as provided hereunder shall be deemed effective and served as of the date of mailing. Any notice given by hand-delivery or overnight courier shall be deemed to have been given on the date of receipt. Notices shall be addressed to:

Grantee: Fort Lauderdale Executive Airport
6000 NW 21st Avenue
Fort Lauderdale, Florida 33309
Attn: Zone Administrator

Operator: Universal Marine Center, Inc.
2700 SW 25th Terrace

Fort Lauderdale, FL 33312
Attn: Laurent Bensoussan

or to such other respective addresses as the parties may designate to each other in writing from time to time in accordance with this Section.

Section 12. Miscellaneous

12.1 Construction. This Agreement shall be governed by and construed in accordance with the Foreign-Trade Zones Act, regulations adopted by the FTZB thereunder, all amendments thereto, and the applicable laws of the State of Florida.

12.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same Agreement.

12.3 Advertising. Operator may advertise that its operations are within a foreign trade zone; however, no designs, advertising, signs or forms of publicity referring to the Site shall be used unless the same has first been approved in writing by Grantee as meeting its standards (including wording, color, form, number, location and size). Grantee or its agent may advertise that the Operator's operations are within FTZ No.241; however, the Grantee agrees to consult with Operator to assure the accuracy of published data concerning the Site. Should the Grantee or Operator fail to approve or disapprove in writing any advertising materials within ten (10) days after submission, such materials shall be deemed approved. Operator agrees that all signage to be located on the Site shall comply with the Sign Regulations promulgated by the applicable local jurisdiction.

12.4 Cooperation. Operator agrees to cooperate with Grantee in connection with Grantee's reasonable efforts to comply with all laws, ordinances, regulations, rulings, opinions and directives, of governmental entities having jurisdiction over the Site and activities thereon, including but not limited to the FTZB and U.S. Customs, to the extent applicable to Operator or the Site, and Operator agrees to execute any amendments to this Agreement reasonably requested by Grantee to assist in such compliance. To the extent Grantee is required to incur additional costs associated with the Site due to no fault of its own, Operator agrees that the economic terms contained herein may be renegotiated from time to time, provided that any increase in fees or costs to Operator are directly related to maintaining the Site.

12.5 Incorporation. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties and incorporated herein as if fully set forth.

12.6 Further Instruments and Action. Each party shall deliver such further instruments and take such further action as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

12.7 Headings. Headings and captions in this Agreement are solely for the convenience of reference and shall not affect its interpretation.

12.8 Venue; Waiver of Jury Trial. For the purposes of arbitration or litigation concerning or arising out of this Agreement between the parties, proceedings shall be in Broward County, Florida, or if in federal court, the U.S. District Court for the Southern District of Florida. To encourage prompt and equitable resolution of any litigation that may arise under this Agreement, each party waives any rights it may have to a trial by jury of any such litigation.

12.9 Integration. This instrument contains the entire agreement of the parties, and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect.

12.10 Severability. In the event any provision or portion of this Agreement is declared void or defective by a court of competent jurisdiction, the remaining provisions shall continue to be effective.

12.11 Waiver. No failure of either party hereto to exercise any right or power given it hereunder, or to insist upon strict compliance by the other party of any obligation hereunder, and no custom or practice at variance with the terms hereof, shall constitute a waiver of the party's right to demand exact compliance with the terms hereof.

12.12 Amendment. This Agreement cannot be changed orally, but only by an agreement in writing executed by the parties hereto, with the same formality and of equal dignity herewith.

12.13 Assignment and Delegation. This Agreement shall be assignable by Grantee, and all benefits hereunder shall run to Grantee and its successors. This Agreement cannot be assigned, or the duties hereunder delegated by Operator without the express prior written permission of Grantee. Should Grantee provide such permission, this Agreement shall bind such successors or assigns of Grantee.

12.14 Joint Preparation. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort. The language agreed to expresses the mutual intent of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties.

12.15 Nondiscrimination. Operator shall not discriminate against any worker, employee, or applicant, or any member of the public, because of race, creed, color, religion, sex or national origin, or otherwise commit an unfair employment practice. Operator will take affirmative action to ensure that applicants are employed and that employees are dealt with during employment without regard to their race, creed, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates or pay or other forms of compensation; and selection for training,

including apprenticeship. Operator further agrees that this clause will be incorporated in all leases and contracts entered into with sublessees and contractors of materials or services and all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this Agreement.

12.16 Sovereign Immunity. Nothing herein shall be deemed a waiver of statutory or common law sovereign immunity in favor of Grantee.

[Remainder of Page Intentionally Left Blank]
[Signature Pages Follow]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals
the day and year set forth below.

GRANTEE

CITY OF FORT LAUDERDALE

By


Greg Chavarria
City Manager

Date:

4/24/2024

(CORPORATE SEAL)

ATTEST:


for


David R. Soloman, City Clerk



Approved as to form:

Thomas J. Ansbro,
~~D'Wayne M. Spence,~~ Interim City
Attorney


Lynn Solomon
Assistant City Attorney

OPERATOR

WITNESSES:

Universal Marine Center, Inc., a Florida
Limited Liability Company.

K. Diaz
Kassandra Diaz
Witness Print Name

By L. D. Bunn
Print Name and Title

Date: 2/6/2024

Y. H.
SELENA GUADARRAMA
Witness Print Name

ATTEST:

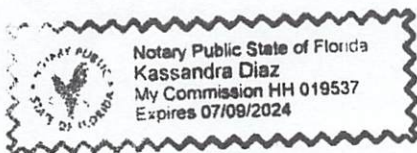
(CORPORATE SEAL)

Print Name and Title

STATE OF FLORIDA:
COUNTY OF BROWARD:

The forgoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of February, 2024 by (Name of Signor) Laurent Bensoussan as (Title) general manager of (name of entity) Universal Marine Center on behalf of the corporation/limited liability company/limited partnership. He/She is ☐ personally known to me or ☒ has produced I.O as identification.

(SEAL)



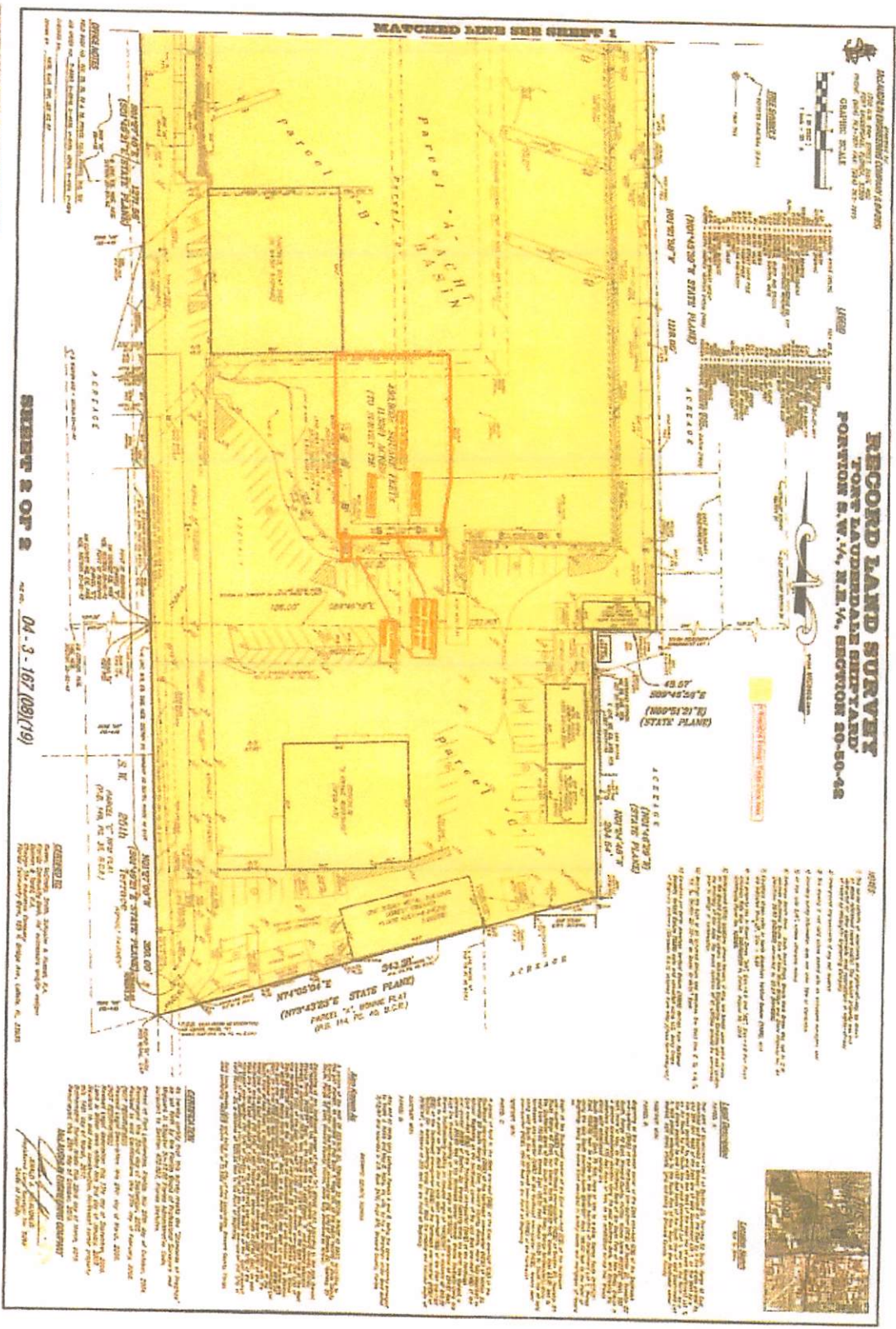
K. Diaz
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Kassandra Diaz
Name of Notary Typed
Printed or Stamped

My Commission Expires:

HH019537 7/9/2024
Commission Number

visit www.pearsoned.com



Universal Marine Center
2700 SW 25th Terrace
Fort Lauderdale, Florida 33312

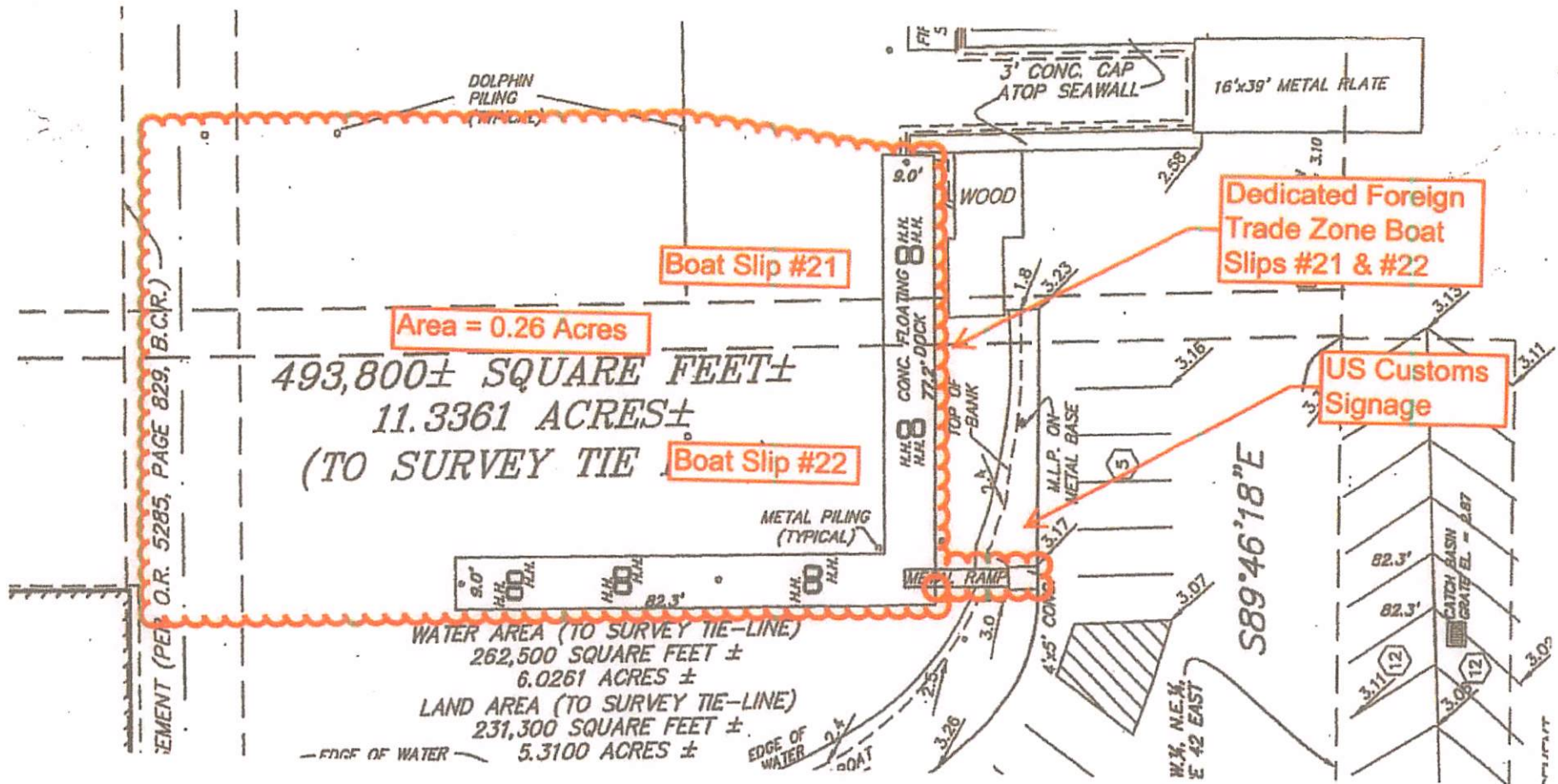


Exhibit B

FOREIGN-TRADE ZONE NO. 241

ZONE SCHEDULE

April 5, 2022

CHARGES, RATES, RULES, AND REGULATIONS

APPLICABLE AT

FOREIGN-TRADE ZONE NO. 241

**Operating Under Grant of Authority
from the
United States Foreign-Trade Zones Board
to the
City of Fort Lauderdale, Florida**

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APPLICATION OF RATES, RULES, AND REGULATIONS

The rates, rules and regulations published in this schedule will apply to all Operators of Zone sites or Subzones under the jurisdiction of Foreign-Trade Zone No. 241. Except as otherwise provided in this schedule, all general rates, rules, and regulations will apply as published.

I. Foreign-Trade Zone No. 241 Administration Directory

GRANTEE: City of Fort Lauderdale, Florida

ADMINISTRATOR: Fort Lauderdale Executive Airport (FXE)
6000 N.W. 21st Avenue
Fort Lauderdale, FL 33309
(954) 828-4955

Foreign-Trade Zone No. 241 is sponsored by The City of Fort Lauderdale pursuant to a grant issued by the U.S. Foreign-Trade Zones Board on April 6, 2000, Board Order No. 1081. The Zone is comprised of sites designated in the records of the Foreign-Trade Zones Board.

U.S. CUSTOMS AND BORDER PROTECTION: Port Director
1800 Eller Drive, Suite
104 Fort Lauderdale, FL
33316 (954) 761-2000

II. Overview of Foreign-Trade Zone No. 241 and this Zone Schedule

Purpose of Foreign-Trade Zone No. 241 and this Zone Schedule

The Foreign-Trade Zones Board granted Foreign-Trade Zone No. 241 to the City of Fort Lauderdale, Florida (the City), on April 6, 2000, Board Order No. 1081. Foreign-Trade Zone No. 241 reorganized under the Alternative Site Framework on April 30, 2013.

This Zone Schedule is issued by The City of Fort Lauderdale (Grantee) in compliance with the U.S. Foreign-Trade Zones Board regulations. This Zone Schedule sets forth the operational structure of Foreign-Trade Zone No. 241 and the regulations and charges associated with active Zone operations. The Grantee's goal is to promote economic development throughout the greater Fort Lauderdale area. The City's area represents the Foreign-Trade Zone's service area. As an extension of the City, the FTZ has been developed to affect the following objectives:

1. Diversify the economy of the Greater Fort Lauderdale area.
2. Provide enhanced job opportunities for the citizens of the Greater Fort Lauderdale area.
3. Provide a relocation incentive for companies involved in international trade, which, if successful, would bring investment, jobs and commerce to the Greater Fort Lauderdale area.

Taking Advantage of the Benefits of Foreign-Trade Zone No. 241

The Zone can be expanded or modified to accommodate interested Zone site Operators and/or importers and exporters located throughout the region, as explained in Section VI. The actual procedure involved in expanding or modifying the Zone is included as an appendix to this Zone Schedule.

There are two ways to take advantage of Foreign-Trade Zone No. 241. A company can have its products handled by a Zone Operator, who can store and manipulate the products duty-free in the Zone, or a company can itself become a Zone Operator at one of the existing Zone sites or another site if none of the existing Zone sites are suitable.

The Grantee charges Zone Operators for the privilege of operating a Zone site. Uniform charges are set forth in Section IX. Other charges and costs associated with the operation of a Zone site are also the responsibility of the Zone Operator for that Zone site.

Additional Information Concerning Foreign-Trade Zone No. 241

Additional general information concerning the operation of Zone sites and general recordkeeping requirements is contained in the other sections of this Zone Schedule. Obligations and responsibilities of Zone Operators are also specifically outlined in the Operations Agreement, which must be executed by every Zone Operator prior to activating a Zone site with CBP.

III. Principal Benefits Provided by Foreign-Trade Zone No. 241

Re-exports: Merchandise which is imported into the U.S. for admission into Foreign-Trade Zone No. 241 and later re-exported from the Zone is never assessed any CBP duties.

Reject, Scrap, and "Consumed" Merchandise: Imported merchandise which is admitted into a Zone and then rejected, scrapped, or consumed in the Zone is not assessed any CBP duties. Duties are reduced significantly for all merchandise, which is scrapped through a manufacturing operation in a Foreign-Trade Zone and then sold from the Zone as commercial scrap material.

Zone-to-Zone Transfers: Imported merchandise which is admitted into the Zone and then shipped to another U.S. Foreign-Trade Zone can be shipped duty-free to the receiving Zone with the receiving Zone's concurrence. As duty-free transfers, Zone-to-Zone shipments allow both the shipping Zone and the receiving Zone to reduce their duty exposure. Duties are eliminated completely on imported components which are transshipped through several Zones and eventually re-exported.

Duty Deferral: While duties are eventually assessed on imported merchandise shipped to U.S. locations from the Zone, these duties are deferred while the merchandise remains in the Zone. The time that duty is paid is moved from the date of importation to the date of shipment from the Zone. The cost-of-money savings on duty deferral can be significant for large-volume distributors or operations with long inventory turnover periods.

Inverted Tariffs: When components are imported and admitted into a Foreign-Trade Zone they can be manufactured into a new product for re-export or sale in the U.S. In these cases, the importer may elect to apply the finished product duty rate or the component duty rate, whichever is lower. When the finished product rate is lower than the imported component rate, the importer can save the difference between the two rates.

Weekly Entry: This benefit was added to the Foreign-Trade Zone benefits stream in the year 2000 by the Trade and Development Act. This benefit allows the importer to file a consolidated entry to CBP instead of the regular "entry per Bill of Lading" that normally occurs in shipping. Huge economies of scale result can be obtained through weekly entry, by reducing the number of CBP entries, reducing the importer's internal paperwork processing costs and reducing the total amount of fees paid to CBP for each entry. This fee reduction can result in \$200,000, \$300,000 and up to \$1 Million of savings annually for a large box, Distribution Center (DC) operator. The cost savings are so significant that the Foreign-Trade Zone program is now being used by 45 of the top 100 importers in the U.S.

Direct Delivery: This is a CBP procedure, only allowed in a Foreign-Trade Zone. This benefit gives the users/tenant the ability to "Sign for" CBP upon receipt of goods that normally have to go to another location for signature, before the goods can be delivered to the DC. With Direct Delivery, importers can eliminate 1-2 days of inbound time on their receipt of goods. This is being proved out every day by Huffy Bikes, Black and Decker, Skechers, and others importers who have announced publicly that they are receiving improved supply chain velocity within their Foreign-Trade Zone facility.

These are just the principal benefits of U.S. Foreign-Trade Zones. There are many other additional benefits provided by Foreign-Trade Zone No. 241, which are usually evaluated on a case-by-case basis. To discuss how your operation could benefit from Foreign-Trade Zone No. 241, call the Fort Lauderdale Executive Airport (FXE) at (954) 828-4901.

IV. Principal Governing Regulations and Agreements

Foreign-Trade Zones Act: Foreign-Trade Zone No. 241 is governed by the Foreign-Trade Zones Act, 19 United States Code 81a-81u as amended. Copies of the Act are maintained at the office of Foreign-Trade Zone No. 241.

Foreign-Trade Zones Board Regulations: Foreign-Trade Zone No. 241 is regulated by the Foreign-Trade Zones Board, Washington, D.C., under U.S. Code of Federal Regulations, Title 15, Part 400, as amended. Information regarding the regulations are available on the Foreign-Trade Zones Board website: www.trade.gov/ftz.

CBP Service Regulations: Foreign-Trade Zone No. 241 is subject to the regulations of the CBP Service under U.S. Code of Federal Regulations, Title 19, part 146, as amended. Information regarding the regulations are available on the Foreign-Trade Zones Board website www.trade.gov/ftz.

FTZ No. 241 Zone Schedule: All corporations, partnerships, and persons operating within activated Zone space are subject to this Schedule. The Foreign-Trade Zone Grantee will be the sole judge to interpret and determine the applicability of any of the rates, rules, regulations, or services provided for in this Schedule. However, any matter involving interpretation of action by CBP or other agency of the U.S. Government will be determined by the Port Director of CBP as the resident representative of the Foreign-Trade Zones Board. One copy of this Schedule will be provided to each Operator. Updates will be provided as revisions occur. Additional copies of this Schedule are maintained at the office of Foreign-Trade Zone No. 241 for reference.

Foreign-Trade Zone Operator Agreement: Every corporation, partnership, and person seeking to operate a Zone site (including a Subzone) within Foreign-Trade Zone No. 241, must enter into an Operator Agreement with The City of Fort Lauderdale as Grantee. Copies of the Standard Operating Agreement are maintained at the office of Foreign-Trade Zone No. 241 for reference. If any conflict with this Schedule and any Operating Agreement occurs, the Operating Agreement will prevail.

Foreign-Trade Zone Developer Agreement: Every corporation, partnership, and person seeking to develop a General Purpose Magnet Site within Foreign-Trade Zone No. 241, must enter into a Developer Agreement with The City of Fort Lauderdale as Grantee. Copies of the Standard Developer Agreement are maintained at the office of Foreign-Trade Zone No. 241 for reference. If any conflict with this Schedule and any Developer Agreement occur, the Developer Agreement will prevail.

V. General Rules and Regulations

Availability of Zone: All rates and charges for all services and 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 and its facilities uniform treatment under like conditions, subject to such treaties or commercial conventions as are now in force or may hereafter be made from time to time by the United States with foreign governments.

All Zone services and facilities shall be administered fairly and reasonable. In addition, the availability of all said services and facilities is subject to the physical limitations of Foreign-Trade Zone No. 241, with said services and facilities available on a "first-come, first-served" basis. No Zone participant is required to use any specific consultant, software system or other service provider in FTZ No. 241.

Merchandise Permitted in Zone: Foreign and domestic merchandise of every description, except such as is specifically prohibited by law, may, without being subject to the CBP laws of the United States except as otherwise provided in the Act and the regulations made thereunder, be brought into a Zone.

Merchandise which is specifically prohibited by law shall not be admitted into a Zone. Any merchandise so prohibited by law which is found within a Zone shall be disposed of in the manner provided for in laws and regulations applicable to such merchandise.

Activities Permitted in Zone: Merchandise lawfully brought into a Zone may, in accordance with these and other regulations made under the provisions of the Act, be stored, sold, exhibited, broken up, repacked, assembled, distributed, sorted, graded, cleaned, mixed with foreign and domestic merchandise, or otherwise manipulated or be manufactured into new articles of commerce. Only production (manufacturing and/or processing) activity approved by the FTZ Board may be performed in the Zone or Subzone(s). See Section VIII "Activities permitted in a Zone."

Security and Safety Requirements in the Zone: All Foreign-Trade Zone sites, in order to be approved for their initial activation by CBP, must meet certain security and safety requirements. These requirements may include, but are not limited to: locking warehouse doors, adequate fencing (if necessary), personnel screening, proper lighting in warehouses, absence of debris or other safety hazards, etc. Each Zone site will be considered separately to determine what CBP may require to protect the revenue of the United States, based on the specific conditions of each Zone site, e.g., value of goods, size, chances of theft occurring, etc.

After a Zone site has been activated, all security and safety measures required to achieve the initial activation must be maintained at all times. Spot checks may be conducted by CBP and the Grantee and liquidated damages or notices may be assessed if these requirements are found to be insufficiently met in any way.

No operation or process of treatment will be permitted in the Zone that, in the judgment of the Foreign-Trade Zones Board, CBP, or the Grantee is detrimental to the public interest, health and safety.

Cost of special security devices and other requirements will be the responsibility of Operator.

Inventory Control and Recordkeeping Systems: All inventory control and recordkeeping systems employed by Operators within the Zone must meet the requirements of the CBP Service Regulations. Under the Regulations, each Operator maintains the inventory records. The CBP Service is relieved of the duty of actually keeping the records, but maintains assurance of the systems' accuracy by selective examinations of merchandise, and spot checks and audits of

Zone facilities. Each system must be capable of producing the following required results:

- Producing accurate and timely reports and documents as required by the CBP Regulations.
- Accounting for all merchandise in their care, custody and control.
- Identifying shortages and overages of merchandise in the Zone in sufficient detail to determine the quantity, description, tariff classification, Zone status, and value of the missing or excess merchandise.
- Providing an audit trail to CBP forms, from admission through manipulation, manufacture, destruction or transfer of merchandise from the Zone by a CBP authorized inventory method.
- Providing all information necessary to make entry for merchandise being transferred to the CBP territory.

Hours of Business and Services: The Zone will be available for business activities on a 24-hour basis. Regular business hours will be between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on holidays.

Holidays: The term "holiday" includes the following named days and every day proclaimed by the President of the U.S. or the Governor of the State of Florida to be a legal holiday:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
	Christmas Day & Day Before or After

Use of Zone Facilities: Zone facilities will be used for the purposes of receipt, storage, handling, exhibition, manipulation, approved production/manufacturing, and related processing and shipment of foreign and domestic merchandise as considered necessary to the conduct of Operator's normal business. Operators will not use or permit the Zone to be used for any other purpose without the prior written consent of the Zone Grantee.

Proprietary Information: Proprietary information contained on CBP forms or in the inventory control and recordkeeping systems of Operators will not be disclosed to unauthorized persons. The CBP Regulations provide for liquidated damages for unauthorized disclosure of proprietary information.

Residence within Zone: No person will be allowed to reside within a Zone except Federal, State, or Municipal officers or agents whose resident presence is deemed necessary by the Foreign-Trade Zones Board.

Insurance: Insurance is carried by the Zone Operator on its own property and merchandise at the expense of the Operator. Merchandise stored, manipulated, or transferred within the Zone is not insured by the Grantee, and the Zone tariff rates do not include insurance on merchandise.

Liability of Grantee: The City of Fort Lauderdale (Grantee) will not be liable and cannot assume any responsibility for any loss or damage to freight, cargo, or merchandise or other property within the Zone or for any loss or damage arising from acts of commission or omission of Operators.

Record Retention: The Operator is required to retain records for five (5) years after merchandise is removed from the Zone. Records must be readily available for CBP review at the Zone site(s).

CBP Inspection of Zone Merchandise: The Operator will make merchandise subject to CBP inspection immediately available to CBP at the Zone site or a location designated by CBP and will have the sole responsibility of opening crates and packages, handling the merchandise and securing the crates and packages following the inspection.

VI. Applications to the Foreign-Trade Zones Board

New Zone Sites

If a company is interested in taking advantage of the benefits of Foreign-Trade Zone No. 241 at a location other than the currently approved Sites, the company may request that an Application be filed by the City of Fort Lauderdale as Grantee for another location.

Manufacturing Permits (Production Authority)

Any activity involving foreign merchandise which causes the merchandise to undergo a substantial transformation or a change in tariff rates or other activity which the FTZ Board considers "production" which leads to a change in CBP tariff classification while in the Zone must be approved in advance by the Foreign-Trade Zones Board. If a company is interested in conducting manufacturing, processing or assembly operations in the Zone, the company may request that an Application be filed by City of Fort Lauderdale to the Foreign-Trade Zones Board for approval of the contemplated operation.

The Grantee will work with the company interested in conducting the activity to determine if the activity is consistent with the criteria established by the Board for approval.

Types of Applications to the Foreign-Trade Zones Board under the Alternative Site Framework (ASF) Format:

There are several types of Applications for new Zone Sites:

- Magnet Site
- Subzone (non-ASF Subzone)
- Minor Boundary Modification (Usage-Driven Site and ASF Subzones)
- Production Authority (Manufacturing)

Requests to the Board for manufacturing authority (Production Authority) can generally be made as part of an Application for a new Zone Site or Subzone they can be filed separately with the Board for a manufacturing permit at an existing Zone Site. Manufacturing requests to the Board are available for fast-track consideration.

Procedures for Filing Applications to the Foreign-Trade Zones Board

The Grantee will determine which type (or types) of Application(s) is appropriate to accommodate an interested Zone User.

VII. Activation, Deactivation and Alteration of Zone Sites with CBP

Activation

The Grantee will provide a checklist of items necessary to assist the Operator toward Activation of the Zone site with CBP for commencement of Zone operation. The Grantee/Administrator recommends that an Operator retain a qualified consultant to assist in the management of the Activation process or bring such expertise in-house to properly plan for and implement the Activation and operation of the FTZ Site or Subzone. Here are the elements of the Activation request to CBP.

- 1) Procedures Manual establishing how the Zone site will be operated, in conformance with the Federal Regulations found at 19 CFR Part 146.
- 2) Statement of personal history in order to permit CBP to perform a background check. This form must be completed on principal officers and key employees who will be involved in the operation.
- 3) Request and obtain a letter of concurrence from the Zone Grantee.
- 4) If activity is for manufacturing, a description of the proposed manufacturing activity and a copy of the Foreign-Trade Zones Board approval of this activity.
- 5) Operator Agreement duly executed between the Operator and the Grantee, covering the Zone site for which Activation is sought.
- 6) A security inspection of the Zone site to ensure security systems are in place as listed in the Procedures Manual will be conducted by CBP.
- 7) FTZ Operator's Bond to CBP as specified by CBP prior to Activation.

Deactivation

An Operator may deactivate all or a portion of a Zone site by notifying Customs and Border Protection and the Grantee pursuant to the terms of the Operator Agreement between the Operator and the Grantee.

Alteration

An Operator may increase or decrease the amount of activated space within an authorized Zone site or Subzone by giving five working days advance written notice to the Grantee and to CBP and by applying for Alteration which includes a new layout diagram and a letter request for Alteration.

VIII. Activity Permitted in Zone

Storage of merchandise: Merchandise may be stored for an unlimited period of time in the Zone. Merchandise controlled under a Zone lot system must be physically segregated and marked by lot and lot number. Merchandise controlled under a UIN system does not need to be segregated or marked.

Quota Controlled Merchandise: Foreign merchandise subject to U.S. Government import quota controls may be placed in the Zone pending approval for transfer to CBP territory or may be re-exported to a foreign destination.

Manipulation of Merchandise: Before foreign merchandise may be manipulated within the Zone, the Operator will make application on CF 216 to CBP for approval. On approval, the contemplated manipulation may occur. A yearly, blanket CF 216 may be allowed by CBP.

Manufacturing in the Zone: Manufacturing in the Zone will have been approved in writing by the FTZ Board prior to the commencement of any manufacturing activity. A CF 216 will also be required to be filed with CBP, after FTZ Board approval and prior to the manufacturing. A yearly, blanket CF 216 may be allowed by CBP.

Exhibition of Merchandise: Any merchandise admitted to the Zone may be exhibited. The Operator must obtain permission from CBP to exhibit merchandise through submission of CF 216.

Change in Zone Status: The Zone status of merchandise may be changed in the Zone. Merchandise in NPF status may be changed to PF status if done prior to manipulation or manufacture effecting a change in tariff classification of the merchandise. PF status may not be changed to NPF status. Merchandise in D or NPF status may be changed to Zone-restricted status. The Operator will submit a CF 214 to CBP for approval of a Zone status change.

Destruction of Merchandise: Whenever Zonestatus merchandise is discovered damaged or merchandise is considered waste or scrap, it will be physically segregated, marked, and otherwise secured to preserve its identity. Such merchandise may be held for return to the vendor, for destruction or CBP entry. All merchandise destroyed will be recorded in the Operator's inventory control and recordkeeping systems.

Temporary Removal from Zone: Merchandise may be removed temporarily from the Zone for repair, restoration or incidental operations on application by the Operator to CBP, so long as no material value is added and no change in Tariff class has occurred.

IX. Fee Schedule

FTZ Grantee fees are authorized under the regulations at 400.42(b)(ii). The structure of FTZ No. 241 fees meet all regulatory requirements, including those pertaining to the operation of Zones as public utilities. As a public utility, the Grantee is entitled to charge fees to Operators and users in order to recoup the direct and indirect costs of operations and amortized costs of Zone start-up expenses including a temporary surplus, if possible. The Grantee structured these fees to achieve this recoupment within five years, instead of immediately, in an effort to minimize the financial burden on initial Zone Operators. By design, the fees charged by the Grantee are expected to stabilize over a 10-year period and, as in the case of other large Zone projects, to actually reduce if the Zone has grown to a point where reducing the fees will still cover costs.

As an extension of The City of Fort Lauderdale, the FTZ has been developed to affect the following objectives:

1. Diversify the economy of the Greater Fort Lauderdale Region.
2. Provide enhanced job opportunities for the citizens of the Region.
3. Provide a relocation incentive for companies involved in international trade, which, if successful, would bring investment, jobs, and commerce to the Region.

In order to accomplish these goals, the Grantee established the following fee structure. The fee structure is intended to encourage FTZ use. A lack of use or a delay in the utilization of each site is viewed as detrimental to the overall Zone project and is discouraged. Zone activation is the outward evidence of Zone use.

The fees are divided into two elements: one-time fees and recurring, annual fees. One-time fees are charged usually only once during the life of an FTZ site and recurring fees are those charged either each year or every time a site or Operator makes significant changes in its operations or size. The fees are not based on benefits, number of entries, etc.; they are instead based on the start-up costs and ongoing marketing, administration and other services provided by the Grantee in Zone Administration, which meets the letter and intent of the FTZ Board regulations.

One Time FTZ No.241 Fees

Application Fee

An application fee will be charged to any new site owner for a: Magnet Site, Subzone Site, Minor Boundary Modification Usage-Driven site or Production Notification when an application to the FTZ Board is being requested.

The fee will cover Grantee expenses for obtaining the necessary approvals, resolutions, letters and support services. This fee does not cover any costs to prepare the application, which must be borne by the applicant. The fee is based on the following schedule:

\$5,000	for each Non-Alternate Site Framework (ASF) Subzone, Production Notification (manufacturing) and/or Magnet Site application.
\$2,500	for each Alternative Site Framework (ASF) Minor Boundary Modification.

The application fees are payable in advance of the application request.

The Operator will also be responsible for paying any application or filing fees required by the Foreign-Trade Zones Board for such an application.

Activation Fee

An activation fee will be charged to an Operator when seeking to activate a Zone site. The fee will cover Grantee expenses for the preparation and processing of the Operator Agreement, the Grantee concurrence letter to the CBP Service and review of the activation request and related documents. This fee does not cover any costs to prepare the activation application, which must be borne by the applicant.

An activation fee of \$5,000 will be charged to an Operator upon activation, payable in advance of requesting a Grantee/Operator Agreement. The Operator will also be responsible for paying any activation fees required by CBP for such a request. (not in force at this time)

Deactivation Fee

A deactivation fee of \$3,000 will be charged to an Operator when seeking to deactivate a Zone site but will not include temporary deactivation or alteration of a Zone site or Subzone.

Ongoing, Annual Fees within FTZ No. 241

Annual Fee

The annual fee will cover 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. Annual Fees are due on the anniversary date of activation. Standard annual fees are:

Any Operator approved for Production Authority: \$10,000/yr.

Warehousing/ Distribution Operators:

Operator located in FXE airport, FTZ Hub Site	\$4,000/yr.
Operator located in an Enterprise Zone or CRA industrial park	\$2,000/yr.
Operator located in a Private Magnet or Usage-Driven site	\$8,000/yr.

Any Operator with two or more sites pays the appropriate highest fee applicable, plus one-half of each additional site's applicable fees.

All Grantee fees, as described herein, are payable to The City of Fort Lauderdale and are due upon receipt. Failure to pay timely can and will result in additional fees.

CBP Fees

At the time of issue of this Schedule, no fees are charged by CBP for Zone services. Should any fees or charges be imposed in the future, all such fees and charges shall be payable by the Operator of the affected Zone site. However, CBP does charge for overtime and other special services provided at the request of an Operator. Such fees and charges shall be payable by the Operator of the affected Zone site to CBP. Under no circumstances will the Grantee be liable or responsible for any such CBP fees or charges.

FTZ Board Fees

Any fees or charges imposed by the Foreign-Trade Zones Board shall be payable by the Applicant/Operator of the affected Zone site or as apportioned by the Grantee among the Zone sites. Under no circumstances will the Grantee be liable or responsible for any FTZ Board fees or charges.

Other Government Agency Fees

Charges for services of other government agencies should be arranged for and paid by the Operator who requires the use of such services. Under no circumstances will the Grantee be liable or responsible for any other government agencies' fees or charges.

Enforcement of Charges

Zone fees and charges are due and payable when invoiced. All fees and charges are non-refundable. Any and all amounts required to be paid by Operator to Grantee or which are to be paid "with interest" or which Grantee advances on behalf of Operator, which are not paid when due shall bear interest at the following rate: the legal rate provided by law for judgment in Florida plus three percent (3%). The interest rate shall be per annum from the due date until paid, unless otherwise specifically provided. The rate shall be modified from time to time as the legal rate or prime rate changes. Failure to pay fees and charges in a timely fashion may also result in cancellation of the Operator Agreement, deactivation of the Zone site, eviction or other remedies deemed appropriate by the Grantee.

X. Public Utility Principles

The Grantee will provide any stakeholder within the Foreign-Trade Zone program (User/Operator or site owner) or an entity potentially wanting to participate in the program, access to the Zone under public utility principles, according to their ability to qualify under 19 CFR Part 400.

The Foreign-Trade Zone Act of 1934 requires that Zone Grantees administer the Zones as a public utility, with fair and equitable rates and charges. As such, the Grantee will operate the Zone under the public utility guidelines provided in 19 U.S.C 81n in the Foreign-Trade Zones Act as listed below:

§ 81n. Operation of Zone as Public Utility

Each Zone shall be operated as a public utility, and all rates and charges for all 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 and its facilities and appurtenances uniform treatment under like conditions, subject to such treaties or commercial conventions as are now in force or may hereafter be made from time to time by the United States with foreign governments and the cost of maintaining the additional CBP service required under this chapter shall be paid by the Operator of the Zone.

For each type of entity that seeks Zone services; be it Zone Users, Operators, or new sites, the Grantee has a public review process and will allow said applicant the freedom to choose consultants, service providers and/or software providers. No restrictions apply.

XI. Appendix A

Activation: Approval by the Grantee and CBP for operations and the admission and handling of merchandise in Zone status.

Administrator: An employee of the Grantee, who is charged with managing the functions related to maintenance and development of the Zone including but not limited to marketing, administration of Zone access (application/activation) and report receipt, review, and submission, along with all other City and market interface.

Admission: Physical arrival of goods into the Foreign-Trade Zone with the approval of the Zone Grantee and CBP. The word “admission” is to be used instead of “entry” of goods in a Zone to avoid confusion with CBP entry processes under Parts 141 through 144 of the CBP Regulations.

Admit: To bring merchandise into a Zone with Zone status.

Alteration: 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.

Audit-Inspection Procedures: These procedures provide the framework for CBP to reduce on-site supervision of Zones and for Zone Operators to increase Zone operating flexibility through the audit-inspection method of supervising Zones. These procedures require use of the Zone Lot Number system or a Unique Identifier Number system. The systems may be manual, computerized, or a combination of both.

Applicant: A corporation, partnership, or person applying for the right to operate a Foreign-Trade Zone site or Subzone under the jurisdiction of Foreign-Trade Zone No. 241.

Bulk: A product or mass (of a product) which is not packaged, bundled, bottled or otherwise packed, so that it is designated as bulk or bulk merchandise.

CBP: U.S. Customs and Border Protection

Constructive Transfer: A legal fiction which permits acceptance of a CBP entry for merchandise in a Zone before its physical transfer to the CBP territory. Constructive transfer is deemed to have occurred when CBP receives and approves an entry in proper form. If the entry is not accepted, the merchandise will be deemed constructively transferred back to the Zone in its previous Zone status.

Control Number: The number used on all Zone admission forms to identify all merchandise and commodities. The control number will, in all cases, be the same as the tariff number for that same merchandise described in the Harmonized Tariff Schedules of the United States Annotated.

CBP Territory: The territory of the U.S. in which the general tariff laws of the U.S. apply. “CBP territory of the United States” includes only the fifty States, the District of Columbia and Puerto Rico, minus any areas within the boundaries of Foreign-Trade Zones.

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

Default: An act or omission that will result in a claim for duties, taxes, charges or liquidated damages under the FTZ Operator's Bond.

Domestic Status: Domestic status is for (a) the growth, product, or manufacture of the United States on which all internal revenue taxes, if applicable, have been paid and (b) previously imported merchandise on which all applicable duties and internal revenue taxes have been paid. Domestic merchandise may be returned to the CBP territory free of duty and taxes.

Exhibition: The showing of merchandise within a Zone, usually to prospective buyers. This may require CBP supervision whenever it involves packing, unpacking, repacking, assembly or reconditioning of the goods for showing.

First In-First Out (FIFO): Under the FIFO method, any fungible merchandise withdrawn from stock is assumed, in accordance with good business practice, to be withdrawn from the oldest stock first. In applying FIFO procedures, it is important to note that each Zone admission is considered a layer and the Zone Operator is responsible for identifying the appropriate sequence of transfers from the Zone to assure the proper layer was used and transferred from the Zone. Fungible merchandise is by definition, commercially interchangeable merchandise. Identification shall be maintained in the inventory control system records, generally by description and part or stock number.

Foreign-Trade Zone (FTZ): A restricted-access site in or adjacent to a CBP Port of Entry operated pursuant to public utility principles under the sponsorship of a corporation granted authority by the Foreign-Trade Zones Board (the Board) and under supervision of the CBP Service. 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 CBP 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 of 1934, as amended, and other applicable laws or regulations. The merchandise may be exported, destroyed, or sent into CBP territory from the Zone, in the original package or otherwise. It is subject to CBP duties if sent to CBP territory but not if reshipped to foreign points.

Foreign-Trade Zones Act: The Foreign-Trade Zones Act of June 18, 1934 (48 Stat. 998-1003; 19 USC 81a-81u), as amended (the Act).

Foreign-Trade Zones Board: The Board which is established to carry out the provisions of the Foreign-Trade Zones Act. The Board consists of the Secretary of Commerce (Chairman), the Secretary of the Treasury, and the Secretary of the Army or their designated alternates.

Grantee: A corporation which has the privilege of establishing, operating, and maintaining a Foreign-Trade Zone by grant of authority from the Foreign-Trade Zones Board. The Grantee for Foreign-Trade Zone No. 241 is The City of Fort Lauderdale, Florida.

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

relation to operations in the Zone, is considered to be foreign merchandise until its entry into the commerce of the United States.

Manipulation: Processing wherein merchandise is packed, unpacked, repacked, cleaned, sorted, graded or otherwise changed in condition, but not manufactured. The definition is taken from Section 562 of the Tariff Act. The precise distinction between manipulation and manufacture is subject to interpretation and enjoys a long history of case law.

Manufacture: (Sometimes called Production Notification within FTZ Board regulations) Generally, the production of articles for use from raw or prepared materials by substantially transforming such materials into new forms or with new qualities, properties or combinations, whether by hand, labor or machine. The CBP Service determines what constitutes manufacture on a case-by-case basis and distinguishes the manufacture from other operations such as manipulation, processing, production and blending. The Foreign-Trade Zones Board has defined manufacture as any process which results in a change in CBP classification of the merchandise and, therefore, requires prior clearance from the Board before the manufacturing can occur within the Zone and any such process requires a Production Notification application submitted, prior to any activity deemed "manufacturing or production" may occur within an activated FTZ site/subzone.

Merchandise: 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.

Merchandise, Conditionally Admissible: Merchandise which may be imported into the U.S. under certain conditions; merchandise which is subject to permits or licenses or which must be reconditioned to bring it into compliance with the laws administered by various Federal agencies.

Merchandise, Domestic: Merchandise which has been produced in the United States and not exported therefrom or previously imported into the CBP territory of the United States and properly released from CBP custody with payment of all applicable duties and taxes.

Merchandise, Foreign: Imported merchandise which has not been properly released from CBP custody into the CBP territory of the United States.

Merchandise, Fungible: Merchandise which, for commercial purposes, is identical and interchangeable in all situations. Originally applied to liquids or free-flowing substances which arrived in bulk, unpacked condition, the concept is now applied in Zones, for inventory control purposes, to shipments of goods which arrive packed but are unpacked and placed together in storage or manufacturing locations so that identification with the shipment as admitted to the Zone is lost. The concept is subject to wide use in manufacturing environments where it is infeasible to store goods in their original lots awaiting manufacture.

Merchandise, Mixed Status: Foreign merchandise which has been combined with domestic merchandise in the Zone is sometimes referred to as mixed status merchandise.

Merchandise/Operations, Prohibited: Merchandise, the importation of which is prohibited by law on grounds of public policy, morals or any merchandise which is excluded from a Zone by order of the Foreign-Trade Zones Board. Books urging treason or insurrection against the U.S., obscene pictures, and lottery tickets are examples of prohibited merchandise. Also, certain operations involving the following merchandise are prohibited: tobacco, distilled spirits, alcohol, wine and beer (26 USC 5001-5008, 5010); sugar (26 USC 4501-4503); watch movements (19 USC 1367-1368); and bicycle parts (19 USC 81c). Additionally, retail sales are prohibited in a Zone (19 USC 81o & 19 CFR, Part 146.14).

Merchandise/Operations, Restricted: Merchandise which may not be authorized for delivery from CBP custody without a special permit, or a waiver thereof, by an agency of the U.S. Government. Also, the Foreign-Trade Zones Board and CBP Service have restricted certain operations involving the following products: steel, textiles, television tubes and sugar. Operations involving orange juice may be restricted. The restrictions vary on a case-by-case basis.

Nonprivileged Foreign Status (NPF): Nonprivileged foreign status is a category for merchandise which does not have privileged or Zone-restricted status. Articles composed of nonprivileged foreign merchandise are classified and appraised in their condition at the time of transfer to the CBP territory for consumption.

Open or Yard Storage: The keeping of merchandise in open space within the fenced-in area of the Zone where merchandise not requiring weather protection may be stored.

Operator: A corporation, partnership or person that operates a Zone or Subzone under the terms of an agreement with the Grantee.

Operator Agreement: Prior to activation of the site, an agreement between the Operator of the Zone site and the Grantee will be executed. Activation cannot occur without an executed Operator Agreement.

Operator's Bond: All Zone Operators must submit to CBP a bond to assure compliance with CBP regulations. The bond is submitted on CBP Form (CF) 301. The bond provisions are set forth at 19 CFR 113.73, CBP Regulations. A failure to comply with the regulations may be deemed a "default" by CBP and result in the assessment of liquidated damages under the bond.

Port Director: CBP, Ft. Lauderdale, Florida. Port Director is the local representative of the FTZ Board as identified in the FTZ Board regulations and is the authority on all operational and activity-related issues at the Zone.

Port of Entry: A place designated by the U.S. Government at which a CBP officer is assigned with authority to accept entries of merchandise, collect duties and enforce the various provisions of the CBP laws.

Privileged Foreign Status (PF): In normal operations or prior to any manipulation or manufacture which would change its tariff classification, an importer may apply to the District Director to have imported merchandise in the Zone given privileged foreign status. The merchandise is classified and appraised, and duties and taxes are determined the date the application is filed. Taxes and duties are payable, however, only when such merchandise or articles are transferred to the CBP territory. The determined duty rate and taxes are not subject to future fluctuation. Once established, privileged foreign status cannot be changed.

Reactivation: A resumption of the activated status of an entire area that was previously deactivated without any change in the Operator or the area boundaries. If the boundaries are different, the action is an alteration. If the Operator is different, it is activation.

Retail Sale: The sale of goods to ultimate consumers, usually in small quantities.

Subzone: A special-purpose Zone established as part of a Zone project for a limited purpose that cannot be accommodated within an existing Zone. The term "Zone" also applies to a Subzone, unless specified otherwise.

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.

Unique Identifier Number (UIN): CBP identifies and defines a UIN as any unique set of alpha-numeric characters which is assigned to a category of merchandise, i.e., by unique numbers and/or letters that identify merchandise admitted to a Zone (SKU, part number, bar code, etc.). Inventory levels are adjusted on a First-In-First-Out (FIFO) or Foreign First (FOFI) basis pursuant to generally accepted accounting principles.

Vessel/Aircraft Supply: The supply of goods or equipment free of duties and taxes under Section 309 of the Tariff Act to eligible vessels or aircraft for use while actually engaged in foreign trade or in transit to Alaska, Hawaii, Puerto Rico or any U.S. possession. This term is sometimes confused with exportation, which involves removal from the geographic territory of the United States and entry into a foreign country.

Zone Lot Number (ZLN): A collection of merchandise maintained under an inventory control method based on specific identification of merchandise admitted to a Zone by lot and lot number.

Zone-Restricted Status: Articles in Zone-restricted status have been brought to the Zone from CBP territory for the purpose of exportation, destruction or storage and are considered exported.

CBP Forms:

- 214 Application for FTZ Admission and/or Status Designation: Application and permit to approve status and admit merchandise into the Foreign-Trade Zone and report of merchandise received at Zone site.
- 214A The CF 214A Statistical Copy: The CF 214A must be printed on salmon or pink colored stock and identified as "Statistical Copy." It shall include the data required in items 1, 2, 3, 4, 5, 7, 8, 14, 15, 16, 17, 18, 19, 20, 21, and 23 of the form. The responsibility for obtaining and providing the information rests with the Operator for admissions to the Zone. CBP is responsible for making sure the information is provided, then transmitting to Census, unless direct transmit to U.S. Census has been authorized.
- 216 Application for FTZ Activity Permit: Application and permit for the manipulation, manufacture, exhibition or destruction of Foreign-Trade Zone merchandise.
- 301 CBP Bond: All CBP bonds utilize this form. The Foreign-Trade Zone Operator's bond provisions are set forth at 19 CFR 113.73.
- 3461 Entry/Immediate Delivery Application: Used for entry of foreign or mixed status merchandise into CBP territory. Duties and taxes are payable on filing of the CF 7501 within ten (10) working days of release of merchandise. An estimated CF 3461 may be used if the Operator operates under Estimated Production Procedures for Consumption (19 CFR, Part 146.63c).
- 5119-A Informal Entry: Entry for goods valued under \$1,250. Informal entry does not require a bond. Informal entry is generally not permitted for textiles and textile products (CBP Directive 3500-07).
- 7501 Consumption Entry: Entry for foreign or mixed status merchandise into the CBP territory of the United States. Duties and taxes must be paid at the time of filing this form. Consumption entries must be supported by an entry bond.

- 7512 Transportation Entry and Manifest of Goods Subject to CBP Inspection and Permit: This form is used to establish the responsibility of bond for the transfer of foreign or mixed status merchandise from the port of unloading to the Zone (unless the Zone is located in the port of unloading which requires the use of a CF 214, CF 3171, or CF 6043); from the Zone to the Port of exportation; from one Zone to another Zone; from a Zone to a bonded warehouse; and for other transfer purposes.
- 349/350 Harbor Maintenance Fee Quarterly Summary Report and Amended Quarterly Summary Report: The Harbor Maintenance Fee is remitted quarterly for merchandise admitted to Foreign-Trade Zones and Subzones. CF 349 is used to report and remit the quarterly fees. CF 350 is used to amend prior reports, to request refunds, or to make supplemental payments.



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: 4/22/24

2C

DOCUMENT TITLE: Foreign-Trade Zone Operating Agreement between COFL – Executive Airport (Grantee of FTZ #241) and Universal Marine Center, Inc. - SITE 26

4/15/2014 & 14-0445 & CR-3 &

COMM. MTG. DATE: 4/5/2022 CAM #: 22-0218 ITEM #: CR-4 CAM attached: ☒ YES ☐ NO

Routing Origin: FXE Router Name/Ext: Krystal/ x-4997 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: CAO Router Name/Ext: Sonia/ x-5598 # of originals routed: 2 Date to CAO: 4/22/24

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 2

** Updated address on Zone Schedule and Mayor eliminated from signature Block.

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 4/22/24

Lynn Solomon
Attorney's Name

[Signature]
Initials

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./AMBER G/CMO Date: 04/22/24

4) City Manager's Office: CMO LOG #: APR 45 Document received from: COO 4/23/24

Assigned to: GREG CHAVARRIA ☐

SUSAN GRANT ☐

ANTHONY FAJARDO ☐

GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE

☐ N/A FOR G. CHAVARRIA TO SIGN

PER ACM: S. Grant (Initial/Date) PER ACM: A. Fajardo (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward ☒ originals to ☐ Mayor ☒ CCO Date: 4/24/2024

5) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Scan original and forwards 2 originals to: Krystal Permanan / FXE./ x- 4997

****Please email a scan of the executed document to ssierra@fortlauderdale.gov for our records.

Attach 14-694 certified Reso # 22-67 ☒ YES ☐ NO

Original Route form to Sonia ext. 5598

Rev. 8/3/2023